

**URBANA CITY COUNCIL
PUBLIC HEARING
TUESDAY, DECEMBER 19, 2023, AT 6:00 P.M.**

The Urbana City Council will hold a public hearing at 6:00 pm on Tuesday, December 19, 2023 in the City Municipal Building Council Chambers located at 205 South Main St. in Urbana, OH 43078 to consider the following proposals:

1. Amending Chapter 171, Municipal Income Tax, to conform with the amendments to Chapter 718 of the Ohio Revised Code and adopting the Regional Income Tax Agency Rules and Regulations.

**URBANA CITY COUNCIL
REGULAR SESSION MEETING**

December 19, 2023

(To be held in the Training Room on the 3rd Floor of the Municipal Building)

Urbana City Council meetings are streamed via Facebook Live. These live streams can be found by visiting the City Council of Urbana, Ohio Facebook page via clicking on the link on the City Council's website: <https://www.urbanaohio.com/city-council.html>

All comments must be made in person. Due to this, the ability to comment on City Council Facebook streams will be disabled.

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- **Call to Order**
 - **Roll Call**
 - **Pledge of Allegiance**
 - **Approval of Minutes:** Urbana City Council Regular Meeting Minutes of December 5, 2023.
 - **Communications:**
 1. CDC of Ohio, Inc. letter dated December 4th, 2023 (See Attached)
 - **Board of Control:** None

Citizen Comments: (In Person Only; Must Sign-in)

Ordinances and Resolutions

Old Business:

Third Reading:

Resolution 2433-23: A resolution to appropriate money for the several objects and purposes which the City of Urbana, Ohio must provide for the fiscal year ending December 31, 2024. (Three readings required)

Second Reading:

Ordinance 4600-23: An ordinance to amend Chapter 171, Municipal Income Tax, to conform with the amendments to Chapter 718 of the Ohio Revised Code and adopting the Regional Income Tax Agency Rules and Regulations. (Three readings required, Suspension of rules requested to allow passage on second reading, Public Hearing required)

Ordinance 4388-24: An ordinance authorizing the Indigent Defense Agreement with the Champaign County Commissioners to allow the City and County to receive partial reimbursement from the Ohio Public Defender Commission for the indigent expenses in the Champaign County Municipal Court. (Three readings required)

New Business:

First Reading:

Resolution 2623-23: A resolution to amend Resolution 2433-22 to modify or increase appropriations within various funds of the City of Urbana, Ohio for current expenses during the fiscal year ending December 31, 2023. (Supplemental Appropriations) (Suspension of rules required)

Resolution will be walked-in at the Council meeting

Resolution 2680-23: A resolution declaring the necessity of constructing or repairing sidewalks, curbs, and/or gutters along at least portions of Lincoln Place, Lafayette Avenue, Gwynne Street and S. Main Street, and declaring an emergency. (One reading required)

Resolution 2681-23: A resolution amending the community reinvestment area agreement and business income tax incentive agreement by and between the City of Urbana, the Sutphen Corporation, and Sutphen Realty, LLC, and declaring an emergency. (One reading required)

Resolution 2682-23: A resolution enacted by the City of Urbana, Champaign County, Ohio to authorize the Director of Administration to make application to the Ohio Department of Development under the Water and Wastewater Infrastructure Grant Program for the Upper Valley Pike/State Route 29 Sanitary Force Main Project, and declaring an emergency. (One reading required)

Resolution 2683-23: A resolution enacted by the City of Urbana, Champaign County, Ohio to authorize the Director of Administration to make application to the Logan-Union-Champaign Regional Planning Commission (LUC) under the SFY2024-2025 Regional Transportation Improvement Program (RTIP) for supplemental grant funding through the Surface Transportation Block Grant Program (STBG) for the CHP-Urbana Bike Trail

safety improvements (ODOT PID #115978) and for the CHP-Court Street Bridge (ODOT PID #115394), and declaring an emergency. (One reading required)

- **Special Recognition of Outgoing President Marty Hess by Mayor Bean**
 - **Department Liaison Reports:**
 - **Miscellaneous Business:**
 1. Council
 2. Administration
 3. Council Clerk
 - **Next Meeting:** Tuesday, January 2, 2024
 - **Adjourn**
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**URBANA CITY COUNCIL
REGULAR SESSION MEETING
TUESDAY, DECEMBER 5, 2023**

President Hess called the City of Urbana Regular Session Meeting to order at 6:00 pm.

City Staff attending: Director of Administration Kerry Brugger, Mayor Bill Bean, Director of Director of Finance Chris Boettcher, Director of Law Mark Feinstein, Police Chief Matt Lingrell, and Fire Chief Dean Ortlieb

President Pro Tempore Called Roll (President Hess absent): Ms. Jumper, present; Mr. Scott, present; Mr. Paul, present; Ms. Truelove, present; Mr. Thackery, present; Mrs. Collier, absent; and Mrs. Bean, present.

Minutes

Mr. Thackery moved to put the minutes of October 17, 2023 on the floor for discussion and possible approval. Mr. Scott seconded.

Mr. Paul asked what section 210-State Highway was in the appropriations. Ms. Boettcher stated they were the permissive tax and fuel tax, which goes in and then transfers to the street fund. Mr. Paul then asked about the mandatory drug and probation office appropriations were. Ms. Boettcher stated they were from the Court and were funded through probation fees and money from the County.

Voice vote on approval of the minutes: all ayes; nays, none.

Communications:

1. 2024 Urbana City Council Meeting Schedule (See Attached)
2. Letter from Columbia Gas of Ohio dated November 21, 2023 (See Attached)

Ms. Bean moved to place the communication on the floor for discussion and possible acceptance. Ms. Jumper seconded.

Mr. Thackery indicated that he found it interest that the grand total would be \$28 million, but it only be an increase of \$1.38 per household. He said it was a lot of households.

Voice vote on acceptance of communications: All ayes, nays none.

Administrative Reports – Board of Control: None

Citizen Comments: None

ORDINANCES AND RESOLUTIONS

Third Reading: None

Second Reading:

Resolution 2433-23: A resolution to appropriate money for the several objects and purposes which the City of Urbana, Ohio must provide for the fiscal year ending December 31, 2024. (Three readings required)

Mrs. Bean moved to put this resolution on the floor for discussion. Mr. Thackery seconded.

Ms. Boettcher stated that this resolution is the annual appropriation for the budget, operating capital improvement, and debt services. This resolution goes hand-in-hand with the tax budget passed earlier this year. Ms. Boettcher indicated there would be an unappropriated balance of about \$40,000.

Mr. Thackery asked if the meetings with Council members would be in regards to the whole budget or just Council's budget itself. Ms. Boettcher answered that last year the meetings entailed a whole budget review.

President Pro Tempore Paul declared this resolution to have had its second reading.

First Reading:

Ordinance 4600-23: An ordinance to amend Chapter 171, Municipal Income Tax, to conform with the amendments to Chapter 718 of the Ohio Revised Code and adopting the Regional Income Tax Agency Rules and Regulations. (Three readings required, Suspension of rules requested to allow passage on second reading, Public Hearing required)

Mr. Thackery moved to put this ordinance on the floor for discussion. Mr. Scott seconded.

Ms. Boettcher stated this ordinance is to amend the Income Tax chapter in the Urbana Codified Ordinances. RITA reviewed our ordinances and determined we needed to make some amendments. After review with Mr. Feinstein, they determined the best option is to adopt the RITA model ordinance as our Exhibit A, which becomes our new Chapter 171. She added that Section 2 discussed exhibit B, which adopts RITA rules and regulations.

Mr. Feinstein added that the first page of Exhibit A will read "effective January 1, 2024" instead of 2016, as it reflects when the changes will go into effect.

Mr. Paul asked if the City was losing any language they had we wanted to keep. Ms. Boettcher stated the City had some language about tax exemptions but RITA has a section that can be included in the model language.

Ms. Truelove indicated she appreciates all of the explanation.

President Pro Tempore Paul declared this ordinance to have had its first reading.

Ordinance 4388-24: An ordinance authorizing the Indigent Defense Agreement with the Champaign County Commissioners to allow the City and County to receive partial reimbursement from the Ohio Public Defender Commission for the indigent expenses in the Champaign County Municipal Court. (Three readings required)

Mr. Thackery moved to put this ordinance on the floor for discussion. Mr. Scott seconded.

Mr. Feinstein stated this was a housekeeping ordinance that occurs every year. Any indigent individual facing jail is constitutionally afforded the right to council. The Ohio Public Defender Commission handles this issue with contracts with each county. On any violation of state law, the matter goes through the County. On any violation of our city ordinance, if the OPDC does not reimburse 100%, the County is allowed to ask the City for its share of public defender expenses. This ordinance also gives the City right to ask for reimbursement from OPDC for what we have to pay to the County.

Mr. Paul asked if there was any issue with the passage of this ordinance being in 2024. Mr. Feinstein stated no, as this is how it has been passed previously.

President Pro Tempore Paul declared this ordinance to have had its first reading.

Department Liaison Reports: None

Miscellaneous Business:

Ms. Truelove mentioned she previously brought up keeping the general public informed with water bill inserts. She stated she understood it involved more money than what some people may be comfortable spending. She added that it may be something to do quarterly. Mr. Paul stated Council can cover this issue at the next work session.

Mr. Thackery indicated the City is still moving forward with the North Main Street study.

Mr. Scott stated he has seen pictures of the old Frisch's. He stated it looks sharp. He wishes them luck and hopes they have good food.

Mr. Paul stated the Third ward seat will be open January 1st when he assumes the role of President. The election to fill the vacancy will be held in March with petitions by due by December 20th.

Also, Mr. Paul stated he will be reaching out to council members about process changes. He advised Council to be ready for organizational meeting on January 2nd and to be ready for nominations for President Pro Tempore. He also stated he was contemplating changing up the roles of liaisons

Ms. Boettcher stated the City's transition to RITA was moving forward with the second data upload occurring recently. The City is still on track to go live February 1st.

Chief Ortlieb stated the new firefighter from the old list started on Monday. He mentioned they are still working through the new list with interviews to occur on the 11th.

Mr. Brugger stated leaf pick-up should be in the final week and the compost facility closing at the end of business on Saturday. He also mentioned the end of year wrap up was going on. The City may do some sewer work on S. High street during the winter but doesn't foresee any major road work during that time.

Mr. Feinstein indicated he was available to Council if anyone had any questions about Issue 2 passing. He added that law directors around Ohio are considering putting moratoriums on the

opening of dispensaries. Mr. Paul asked if Council decided to not allow a dispensary, would it take three readings. Mr. Feinstein stated it takes three readings to change existing legislation but issuing a moratorium could be done by a one-reading resolution. Mr. Feinstein also stated that most law directors are re-circulating their drug free work policies. Mr. Scott asked if there were to be a dispensary in Urbana, would it be taxed like every other business. Mr. Feinstein answered that 10% of receipts come to the municipalities straight off the top. Finally, Mr. Paul inquired if there had been any talk about waiving past penalties. Mr. Feinstein stated there had not been any talk, but added when the laws about hemp passed a few years ago, it effectively allowed marijuana in through the back door as proper testing between hemp and marijuana had not been available at that time.

Mayor Bean mentioned of swearing-in ceremony for re-elected Council members would occur on Thursday, December 14th at 12:45 pm by Judge Weithman at the Municipal Court.

Council Clerk Steffan stated that new name plates have been ordered and would be here by the new year.

Ms. Jumper moved to adjourn. Mr. Thackery seconded. Voice vote on approval: all ayes, nays none. Motion passes 6-0.

ADJOURNED AT 6:33 p.m.

NEXT SCHEDULED MEETING
December 21, 2023 at 6:00 p.m.

Council Clerk

Council President



CDC of Ohio, Inc.
community development consultants

December 4, 2023

Champaign County Board of Commissioners
1512 S. U.S. Highway 68, Suite A100
Urbana, OH 43078

Mr. Doug Crabill
City of Urbana
205 S. Main Street
Urbana, OH 43078

Dear Commissioners and Mr. Crabill:

I want to inform you that, unfortunately, Champaign County's PY 23 Community Housing Impact and Improvement Program (CHIP) Application was not funded. We will be meeting with OCD staff to find out why and I will share my findings with you at that time. Champaign County and Urbana are eligible to apply for another CHIP grant in June or July 2024.

It saddens me to inform you that after 20 plus years of serving Champaign County and Urbana as your CHIP grant administrator, CDC of Ohio will no longer be able to serve in this capacity upon completion of the current PY 21 CHIP. Our long-time case processor, Shari Stevens and rehabilitation specialist, Dave Fisher, are retiring and we do not have the staff capacity to take on additional duties. It has been very difficult to find qualified candidates to fill these positions.

CDC of Ohio is not going anywhere. We are shifting our focus to implement more Community Development Block (CDBG) and less on CHIP. The Ohio Department of Development (ODOD) has restructured the CDBG program to provide more opportunities for competitive Neighborhood Revitalization, Critical Infrastructure, Allocation, Residential Public Infrastructure and Targets of Opportunity grants. ODOD is also providing new funding for COVID projects, demolition, water and sewer improvements that provide additional grant opportunities. CDC of Ohio is currently administering several of these grants in Champaign County and is working with the County and City to obtain additional funding opportunities.

I send you this letter with very conflicting feelings due to our long-standing relationship as your administrators, and the trusting bond we all built together and maintained throughout the decades. Should the City and County want to pursue CHIP grant funding this fiscal year or in the future, please let me know and I will work with you to procure another firm or agency who may be able to serve you. We are available to assist with any transition planning required and look forward to continue providing you our full range of services in administering your CDBG Community Development grant programs.

Respectfully,

A handwritten signature in blue ink that reads "Amy W. Schocken". The signature is fluid and cursive, with a long horizontal stroke at the end.

Amy W. Schocken
Partner

E:\Communities\Champaign Co\885 PY 21 CHIP\885 Ltr to Commissioners and D Crabill 12-4-23.doc

RESOLUTION NO. 2433-23

A RESOLUTION TO APPROPRIATE MONEY FOR THE SEVERAL OBJECTS AND PURPOSES WHICH THE CITY OF URBANA, OHIO MUST PROVIDE FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024. (Three (3) readings required)

Department Requesting: Finance

Sponsor: Dwight Paul

WHEREAS, it is the determination of the City Council that the annual appropriation resolution for the full fiscal year 2024 should be enacted immediately in order to be effective January 1, 2024, and the Official Certificate of the Budget Commission as to estimated available revenue having been furnished, which fact and the necessity of providing for the usual daily operations of the municipal departments cause this resolution to take effect and be in force from and after the earliest period allowed by law.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Urbana, County of Champaign and State of Ohio:

SECTION ONE:

That from and out of the monies and balances known to be in various funds of the City of Urbana, Ohio and from all monies anticipated to come into said funds during the 12-month period ending December 31, 2024, there shall be and there hereby are appropriated to the use of the several departments and offices of the City and for the objects and purposes for which said City must provide the following sums for use during the fiscal year ending on December 31, 2024.

2024 Appropriation Resolution

100-101 Council

Personal Services	\$88,260
Supplies, Materials, & Other	\$5,355
Total	\$93,615

100-102 Mayor-Administration

Personal Services	\$283,530
Supplies, Materials, & Other	\$19,970
Total	\$303,500

100-103 Municipal Court

Personal Services	\$743,570
Supplies, Materials, & Other	\$102,655
Total	\$846,225

100-104 Engineering	
Personal Services	\$381,010
Supplies, Materials, & Other	\$16,800
Total	<u>\$397,810</u>
100-105 Community Development	
Personal Services	\$120,600
Supplies, Materials, & Other	\$24,900
Total	<u>\$145,500</u>
100-106 Police	
Personal Services	\$1,675,230
Supplies, Materials, & Other	\$151,520
Total	<u>\$1,826,750</u>
100-108 Fire	
Personal Services	\$1,952,400
Supplies, Materials, & Other	\$203,705
Total	<u>\$2,156,105</u>
100-110 Parks & Recreation-Administration	
Personal Services	\$141,375
Supplies, Materials, & Other	\$79,770
Total	<u>\$221,145</u>
100-112 Recreation-Pool	
Personal Services	\$0
Supplies, Materials, & Other	\$85,870
Total	<u>\$85,870</u>
100-114 Public Works & Properties	
Personal Services	\$14,945
Supplies, Materials, & Other	\$163,585
Total	<u>\$178,530</u>
100-115 Non-Departmental	
Personal Services	\$0
Supplies, Materials, & Other	\$637,425
Total	<u>\$637,425</u>
100-116 Compost/Mulch	
Personal Services	\$22,950
Supplies, Materials, & Other	\$2,500
Total	<u>\$25,450</u>

100-118 Zoning Compliance	
Personal Services	\$111,350
Supplies, Materials, & Other	\$22,880
Total	<u>\$134,230</u>

100-200 Finance-Accounting	
Personal Services	\$309,875
Supplies, Materials, & Other	\$39,850
Total	<u>\$349,725</u>

100-201 Finance-Income Tax	
Personal Services	\$105,975
Supplies, Materials, & Other	\$17,850
Total	<u>\$123,825</u>

100-202 Finance-Utility Billing	
Personal Services	\$143,650
Supplies, Materials, & Other	\$61,300
Total	<u>\$204,950</u>

100-300 Law Department	
Personal Services	\$293,045
Supplies, Materials, & Other	\$9,555
Total	<u>\$302,600</u>

TOTAL GENERAL FUND	<u><u>\$8,033,255</u></u>
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200 Airport Operation and Maintenance	
Personal Services	\$95,465
Supplies, Materials, and Other	\$307,800
Total	<u>\$403,265</u>

205 Street Maintenance & Repair	
Personal Services	\$697,850
Supplies, Materials, & Other	\$242,905
Total	<u>\$940,755</u>

207 Permissive Motor Vehicle License Tax Fund	
Personal Services	\$100,000
Supplies, Materials, & Other	\$40,000
Total	<u>\$140,000</u>

210 State Highway		
Personal Services		
Supplies, Materials, & Other		\$52,000
Total		<u>\$52,000</u>
215 Oak Dale Cemetery		
Personal Services	\$119,430	
Supplies, Materials, & Other	\$70,985	
Total		<u>\$190,415</u>
225 Police & Fire Pension		
Supplies, Materials, & Other	\$135,000	
Total		<u>\$135,000</u>
230 Supplemental Investment		
Supplies, Materials, & Other		\$0
Total		<u>\$0</u>
235 Community Development Program Income		
Supplies, Materials, & Other		\$0
Total		<u>\$0</u>
275 Police & Fire Tax Levy Fund		
Personal Services	\$2,110,900	
Supplies, Materials, & Other	\$0	
Total		<u>\$2,110,900</u>
401 Capital Improvements		
Personal Services	\$0	
Supplies, Materials, & Other	\$1,650,000	
Total		<u>\$1,650,000</u>
402 Police & Fire Capital Imp.		
Personal Services	\$0	
Supplies, Materials, & Other	\$1,391,300	
Total		<u>\$1,391,300</u>
420 Neighborhood Curb, Gutter, and Sidewalk Fund		
Personal Services	\$0	
Supplies, Materials, & Other	\$200,000	
Total		<u>\$200,000</u>

605 Water Plant	
Personal Services	\$507,355
Supplies, Materials, & Other	\$2,366,890
Total	<u>\$2,874,245</u>
610 Wastewater Treatment Plant	
Personal Services	\$981,325
Supplies, Materials, & Other	\$3,203,655
Total	<u>\$4,184,980</u>
615 Recycling Fund	
Supplies, Materials, & Other	\$220,000
Total	<u>\$220,000</u>
620 Stormwater - Operating	
Supplies, Materials, & Other	\$84,950
Total	<u>\$84,950</u>
625 Stormwater - Capital	
Supplies, Materials, & Other	\$638,000
Total	<u>\$638,000</u>
805 Cemetery Trust Income Fund	
Supplies, Materials, & Other	\$4,000
Total	<u>\$4,000</u>
810 Fire Donation Trust	
Supplies, Materials, & Other	\$10,000
Total	<u>\$10,000</u>
815 Police Donation Trust	
Supplies, Materials, & Other	\$10,000
Total	<u>\$10,000</u>
820 City Beautification	
Supplies, Materials, and Other	\$3,000
Total	<u>\$3,000</u>
825 Parks & Recreation Trust Fund	
Supplies, Materials, and Other	\$15,000
Total	<u>\$15,000</u>

840 Cemetery Improvement Fund	
Supplies, Materials, and Other	\$2,300
Total	<u>\$2,300</u>

GRAND TOTAL \$23,293,365

SECTION TWO:

That there is hereby deemed appropriated and exempt from the budgetary process in accordance with Urbana Codified Ordinance 133.07 to an amount equal to beginning balance plus the greater of estimated or actual receipts as follows:

	as of 11/01/23	Expected 2024 Receipts	Total
Fund #236 - CDBG Home Repair	\$52,529	\$0	\$52,529
Fund #240 - FAA Master Plan	\$0	\$282,208	\$282,208
Fund #250 - Law Enforcement	\$74,880	\$18,000	\$92,880
Fund #255 - Mandatory Drug Fine	\$23,073	\$2,000	\$25,073
Fund #257 - Diversion Program Fund	\$9,798	\$7,000	\$16,798
Fund #260 - Indigent Alcohol	\$71,078	\$15,000	\$86,078
Fund #265 - Probation Office	\$57,618	\$65,000	\$122,618
Fund #270 - Victim Assistance Grant	\$0	\$26,000	\$26,000
Fund #280 - Probation Grant	\$23,287	\$87,326	\$110,613
Fund #403 - Court Improvement	\$116,512	\$127,800	\$244,312
Fund #835 - Mausoleum Trust	\$119,585	\$55,000	\$174,585

SECTION THREE:

That all expenditures against the appropriations hereinbefore authorized shall be made in accordance with the authorized items of appropriations which may be amended from time to time by the City Council with the exception that the Board of Control may authorize a reallocation of appropriations between the items of appropriation for Personal Services and for Supplies, Materials, & Other within each individual department or division designated in this resolution.

SECTION FOUR:

That the Director of Finance shall be authorized to make transfers, as needed, from the General Fund to the General Fund subsidy accounts for Street and Cemetery Divisions, provided that appropriations for such transfers have been established by resolution of the City Council.

SECTION FIVE:

That the Director of Finance shall be authorized to make transfers, from time to time, of the balance in the Income Tax Fund to the General and Capital Improvement Funds of the City. Twenty-five percent of such transfers shall be credited annually to the Capital Improvement Fund and the balance to the General Fund.

SECTION SIX:

That the Supplemental Investment Fund will be used for emergency, capital improvement, or investment needs of the City and until further notice, all money currently available and all money received in the future in the Supplemental Investment Fund will remain in the Supplemental Investment Fund for the above listed purposes. As a minimum, unless otherwise stated by Council by ordinance or resolution, \$150,000.00 will remain in the Supplemental Investment Fund for investment income purposes.

SECTION SEVEN:

When financially feasible, the City of Urbana will maintain a General Fund Operating reserve of 15% as indicated by the year-end fund balance. When financially feasible, the City of Urbana will maintain a Police & Fire Operating Fund reserve of 15% as indicated by the year-end fund balance.

SECTION EIGHT:

That the Clerk of Council is hereby directed to certify a copy of this resolution to the Budget Commission of Champaign County, Ohio.

SECTION NINE:

That this resolution shall take effect and be in force from and after the earliest period allowed by law.

President

PASSED: _____

ATTEST: _____
Clerk of Council

This resolution approved by me this _____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: Mark H. Jones 11/21/23
Director of Law Date

- Jumper: ___ Yay ___ Nay ___ N/A
- Scott: ___ Yay ___ Nay ___ N/A
- Paul: ___ Yay ___ Nay ___ N/A
- Truelove: ___ Yay ___ Nay ___ N/A

Thackery: _____Yay _____Nay _____N/A

Collier: _____Yay _____Nay _____N/A

Bean: _____Yay _____Nay _____N/A

ORDINANCE NO. 4600-23

AN ORDINANCE TO AMEND CHAPTER 171, MUNICIPAL INCOME TAX, TO CONFORM WITH AMENDMENTS TO CHAPTER 718 OF THE OHIO REVISED CODE AND ADOPTING THE REGIONAL INCOME TAX AGENCY RULES AND REGULATIONS (Three (3) readings required- Suspension of the rules requested. Public Hearing required. Public Hearing Advertising date: Friday, December 8, 2023).

Department Requesting: Finance

Sponsor: Councilman Dwight Paul

WHEREAS, the imposition of income tax is established in Chapter 171 of the City of Urbana Codified Ordinances that incorporates and is consistent with the provisions and limitations of Chapter 718 of the Ohio Revised Code; and

WHEREAS, due to amendments made to Chapter 718 of the Ohio Revised Code, and due to the passage of House Bill 33, it is necessary to amend and augment Chapter 171 of the City of Urbana Codified Ordinances; and

WHEREAS, the City of Urbana will become a member of the Regional Income Tax Agency (“RITA”) on February 1, 2024;

WHEREAS, due to the City’s membership in the RITA, it is prudent to adopt Chapter 171 in the format suggested by the RITA, a copy of which is designated Exhibit A, attached hereto and incorporated herein;

WHEREAS, Section 26 of Exhibit A reflects the adoption of the RITA Rules and Regulations; and

WHEREAS, a copy of the RITA Rules and Regulations is designated Exhibit B, attached hereto and incorporated herein;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Urbana, County of Champaign and State of Ohio:

SECTION ONE:

That the Codified Ordinances of the City of Urbana be amended to read as set forth in the document attached hereto as Exhibit A and incorporated herein by reference.

SECTION TWO:

The City of Urbana hereby adopts the Regional Income Tax Agency (RITA) Rules and Regulations, as set forth in the document attached hereto as Exhibit B, and incorporated herein by reference, including amendments that may be made from time to time, for use as the City of Urbana’s Income Tax Rules and Regulations. In the event of a conflict with any provision(s) of the City of Urbana’s Income Tax Ordinance and the RITA Rules and Regulations, the Ordinance will supersede. Until and if the contractual relationship between the City of Urbana and RITA

ceases, this section shall supersede all other provisions within this Chapter regarding promulgation of rules and regulations by the Tax Administrator.

SECTION THREE:

All actions of City Council related to this legislation were conducted in open meetings pursuant to Urbana Codified Ordinance 107.01 and Ohio Revised Code 121.22.

SECTION FOUR:

Assuming Council agrees to the requested suspension of the rules, this ordinance shall become effective on January 1, 2024. If Council does not agree to the requested suspension of the rules, this ordinance shall become effective on the earliest date allowable by law.

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

This Ordinance approved by me this ____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: *John W. Dwyer* 11/29/23
Director of Law Date

Jumper:	_____ Yay	_____ Nay	_____ N/A
Scott:	_____ Yay	_____ Nay	_____ N/A
Paul:	_____ Yay	_____ Nay	_____ N/A
Truelove:	_____ Yay	_____ Nay	_____ N/A
Thackery:	_____ Yay	_____ Nay	_____ N/A
Collier:	_____ Yay	_____ Nay	_____ N/A
Bean:	_____ Yay	_____ Nay	_____ N/A

ORDINANCE NO. 4388-24

AN ORDINANCE AUTHORIZING THE INDIGENT DEFENSE AGREEMENT WITH THE CHAMPAIGN COUNTY COMMISSIONERS TO ALLOW THE CITY AND COUNTY TO RECEIVE PARTIAL REIMBURSEMENT FROM THE OHIO PUBLIC DEFENDER COMMISSION FOR THE INDIGENT EXPENSES IN THE CHAMPAIGN COUNTY MUNICIPAL COURT. (Three (3) Readings Required)

Department Requesting: Administration

Sponsor: Dwight Paul

WHEREAS, an Agreement has been reached and proposed to be entered into by and between the Champaign County Board of County Commissioners and the City of Urbana; and

WHEREAS, that Agreement is attached hereto and designated as “Exhibit A” in unsigned form; and

WHEREAS, the City recognizes its responsibility under the laws of the State of Ohio and the United States of America to provide legal counsel to indigent persons charged with a violation of a City Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty; and

WHEREAS, the County has created an appointed counsel system for this municipality whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify; and

WHEREAS, the County Commissioners, pursuant to Ohio Revised Code §120.33 and Ohio Administrative Code §120-1-09, may, by a resolution, enter into a contract with a City to provide effective representation of indigent persons charged with a violation of an ordinance of the City; and

WHEREAS, the County has established a schedule of fees on an hourly basis to be paid to counsel for legal services provided under the Agreement attached;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Urbana, County of Champaign and State of Ohio:

SECTION ONE:

That the Director of Administration is hereby authorized and directed to enter into the attached Agreement on behalf of the City of Urbana, Ohio.

SECTION TWO:

That all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council and that all deliberations of the Council and any of the decision-making bodies of the City of Urbana which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the City of Urbana.

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

This Ordinance approved by me this ____ day of _____, 2024.

Mayor, City of Urbana

REVIEWED:  11/29/23
Director of Law Date

Jumper:	_____ Yay	_____ Nay	_____ N/A
Scott:	_____ Yay	_____ Nay	_____ N/A
Paul:	_____ Yay	_____ Nay	_____ N/A
Truelove	_____ Yay	_____ Nay	_____ N/A
Thackery:	_____ Yay	_____ Nay	_____ N/A
Collier:	_____ Yay	_____ Nay	_____ N/A
Bean:	_____ Yay	_____ Nay	_____ N/A

Resolution #2680-23

DECLARING THE NECESSITY OF CONSTRUCTING OR REPAIRING SIDEWALKS, CURBS AND/OR GUTTERS ALONG AT LEAST PORTIONS OF LINCOLN PLACE, LAFAYETTE AVENUE, GWYNNE STREET AND S. MAIN STREET, AND DECLARING AN EMERGENCY. (Requires one reading.)

Department Requesting: Engineering

Sponsor: Cledis Scott

WHEREAS, Section 729.01 of the Ohio Revised Code grants this Council the special power to require the construction or repair of sidewalks, curbs and/or gutters by the owners of lots or lands abutting thereon and to prescribe the time in which such construction or repair must be completed; and

WHEREAS, Section 729.02 of the Ohio Revised Code states that when it is deemed necessary by this Council to require the construction or repair of sidewalks, curbs and/or gutters within the City, it shall cause plans, specifications and an estimate of the cost of such construction or repair to be prepared and filed in the office of the Clerk; and

WHEREAS, in accordance with Section 729.01 of the Ohio Revised Code, this Council finds it necessary to require the construction or repair of sidewalks, curbs and/or gutters within the City; and

WHEREAS, the plans, specifications and estimate of cost have been filed with the Clerk of Council, as required by Section 729.02 of the Ohio Revised Code; and

WHEREAS, Section 729.02 of the Ohio Revised Code further states that upon such filing, this Council may declare the necessity for the construction or repair of such sidewalks, curbs and/or gutters by the passage of a resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Urbana, County of Champaign and State of Ohio, a majority of the members of Council present concurring, that:

SECTION ONE.

It is hereby declared necessary for the preservation of the public health, safety and welfare of the City of Urbana, Ohio, to construct or repair certain sidewalks, curbs and/or gutters in the City of Urbana at the following locations:

- a) Lincoln Place, from North Main Street to Wood Street;
- b) Lafayette Avenue, from North Main Street to Wood Street;

- c) Gwynne Street, from North Oakland Street to Railroad Street;
- d) South Main Street, at 449 South Main Street.

SECTION TWO.

The plans, specifications and estimate of cost of the proposed construction or repair, now on file in the office of the Clerk, are hereby approved.

SECTION THREE.

The owner(s) of each lot and parcel of land bounding and abutting on such sidewalks, curbs and/or gutters shall construct or repair that portion of the sidewalks, curbs and/or gutters which abut his or her property, in accordance with the plans and specifications on file in the office of the Clerk of Council.

SECTION FOUR.

Such sidewalks, curbs and/or gutters shall be constructed or repaired by the owner(s) of the lots and lands abutting thereon no later than April 26, 2024.

SECTION FIVE.

In the event any such abutting property owner does not complete the required construction or repair of that portion of such sidewalks, curbs and/or gutters which abut his or her property in accordance with the plans and specifications and within the time prescribed by this Resolution, this Council will cause the construction or repair to be done and will assess the cost thereof against the lots and lands abutting thereon.

SECTION SIX.

The Clerk of Council, or his or her designee, is hereby directed to serve notice of the passage of this Resolution on the owners of the lots and lands abutting on the sidewalks, curbs and/or gutters to be constructed or repaired in accordance with Ohio Revised Code Section 729.03.

SECTION SEVEN.

All actions of City Council related to this legislation were conducted in open meetings pursuant to Urbana Codified Ordinance 107.01 and Ohio Revised Code 121.22.

SECTION EIGHT.

This Resolution is hereby declared an emergency measure as it relates to addressing public health, safety and welfare and shall become effective immediately (December 19, 2023) upon its passage.

PASSED: _____

President, City of Urbana Council

ATTEST: _____

Clerk of Council

This Resolution approved by me this _____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED: *[Signature]* 12/13/23
Director of Law Date

Jumper: _____ Yay _____ Nay _____ N/A

Scott: _____ Yay _____ Nay _____ N/A

Paul: _____ Yay _____ Nay _____ N/A

Truelove: _____ Yay _____ Nay _____ N/A

Thackery: _____ Yay _____ Nay _____ N/A

Collier: _____ Yay _____ Nay _____ N/A

Bean: _____ Yay _____ Nay _____ N/A

RESOLUTION NO. 2681-23

A RESOLUTION AMENDING THE COMMUNITY REINVESTMENT AREA AGREEMENT & BUSINESS INCOME TAX INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF URBANA, THE SUTPHEN CORPORATION, AND SUTPHEN REALTY, LLC, AND DECLARING AN EMERGENCY.

Department Requesting: Community Development
Thackery

Sponsor: Councilman Pat

WHEREAS, the council (the “Council”) of the City of Urbana, County of Champaign, State of Ohio (the “City”), adopted Ordinance 4348 in 2010, establishing Urbana Community Reinvestment Area 1 (“Urbana CRA- Area 1”), designated as CRA #021-04356-01 by the State of Ohio Department of Development; and

WHEREAS, Council amended Ordinance 4348 (“Ordinance 4348 as Amended”) on February 11, 2011 to expand the geographic boundaries of Urbana CRA-Area 1, designated as CRA #021-79072-01; and

WHEREAS, Council further amended Ordinance 4348 by adopting Ordinance 4574-22 on July 19, 2022 (the “Amended CRA Legislation”); and

WHEREAS, under the terms of the Amended CRA Legislation, remodeling and new construction projects within Urbana CRA-Area 1 may qualify for tax exemptions on the increase of assessed valuation of the improvements to real property for under the Community Reinvestment Area (“CRA”) Act, Ohio Revised Code (“O.R.C.”) Sections 3735.65 through 3735.70; and

WHEREAS, Sutphen Realty Urbana LLC (the “Owner”) owns certain real property located at 935 South Edgewood Avenue, now combined into permanent parcel K48-25-11-01-32-007-00 (the “Project Site”) in the City, and the Sutphen Corporation (the “Company”) operates a manufacturing facility on the Project Site;

WHEREAS, Council previously passed Resolution 2606-21 on April 21, 2021, authorizing the City to enter into an “Economic Development Agreement (Community Reinvestment Area Agreement and Business Income Tax Incentive Agreement)” (the “Original Agreement”) with the Company related to the Company’s planned construction of an approximately 185,000 (previously 160,000) square foot manufacturing facility located on the Project Site; and

WHEREAS, Council subsequently passed Resolution 2616-21 on August 17, 2021, authorizing the City to enter into an modified Economic Development Agreement (Community Reinvestment Area Agreement and Business Income Tax Incentive Agreement) with the Company and the Owner’s planned construction of an approximately 185,000 (previously 160,000) square foot manufacturing facility to be located on the Project Site (the First Amended and Restated Agreement”) with the First Amended and Restated Agreement adding the Owner as an additional party to the Economic Development Agreement; and

WHEREAS, the Project Site is located in the Urbana City School District (the “School District”) and the City has delivered notice of the proposed approval of this second amended and restated Agreement to the Board of Education of the School District under Ohio Revised Code Sections 3735.671 and 5709.83; and

WHEREAS, the Board of Education of the Urbana City School District previously approved the Original Agreement and related tax revenue sharing agreement by Resolution No. 0321.02 on March 23, 2021, including a revised resolution (Resolution 0421.02) that was later passed on April 13, 2021; and

WHEREAS, the existing tax revenue sharing agreement between the City of Urbana and the Urbana City School District executed May 18, 2021 shall remain in full force and effect; and

WHEREAS, the Project Site is also located in the Ohio Hi-Point Career Center (the “JVSD”) and the City has delivered notice of the proposed approval of this second amended and restated Agreement to the Board of Education of the JVSD under Ohio Revised Code Sections 3735.671 and 5709.83; and

WHEREAS, the Board of Education of the JVSD previously approved the Original Agreement per Board Resolution #16-21 and the JVSD is not a signatory to the tax revenue sharing agreement between the City of Urbana and the Urbana City School District; and

WHEREAS, Section 1 of the First Amended CRA Agreement permits changes to the First Amended CRA Agreement by formal resolution of this Council and the execution of an amended agreement; and

WHEREAS, by mutual agreement, the City, the Owner, and the Company now desire to modify the First Amended and Restated Agreement to allow the project to proceed on an updated construction schedule, substantially in the form attached to this Resolution (the “Second Amended and Restated CRA Agreement”); and

WHEREAS, it is necessary that this Resolution take effect immediately upon its adoption in order to facilitate development in a timely manner and for the immediate preservation of the public peace, health and safety.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Urbana, County of Champaign and State of Ohio:

SECTION ONE:

That the Second Amended CRA Agreement between the City, the Owner and the Company, substantially in the form attached to this Resolution as **Exhibit A**, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the City, as determined by the Mayor, or his or her designees. The Mayor, or his or her designee, for and in the name of the City, is hereby authorized to execute the Second Amended CRA Agreement and any amendments deemed by the Mayor, or his or her designee to be necessary. The approval of changes or amendments by the Mayor, or his or her designee, and the character or amendments as not being inconsistent with this Resolution and not being substantially adverse to the

City, shall be evidenced conclusively by the execution of the Second Amended CRA Agreement by the Mayor, or his or her designee.

SECTION TWO:

That the Clerk of this Council forward a certified copy of this Resolution, along with all exhibits to this Resolution, including the Second Amended CRA Agreement, to the Director of the Ohio Department of Development no later than March 31, 2024, pursuant to R.C. 3735.672.

SECTION THREE:

That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action were taken in meetings open to the public, in full compliance of all applicable legal requirements, including ORC Section 121.22.

SECTION FOUR:

That for the reasons set forth in the preamble, it is necessary that this Resolution take effect immediately upon its adoption in order to facilitate development in a timely manner and for the immediate preservation of the public peace, health, and safety.

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Roger Steffan, Clerk of Council

This Resolution approved by me this _____ day of _____, 2023.

Mayor, City of Urbana, Ohio

REVIEWED: *W.M. Peiser* 12/13/23
Director of Law Date

Jumper:	_____ Yay	_____ Nay	_____ N/A
Scott:	_____ Yay	_____ Nay	_____ N/A
Paul:	_____ Yay	_____ Nay	_____ N/A
Truelove	_____ Yay	_____ Nay	_____ N/A
Thackery:	_____ Yay	_____ Nay	_____ N/A
Collier:	_____ Yay	_____ Nay	_____ N/A
Bean:	_____ Yay	_____ Nay	_____ N/A

EXHIBIT A

**Second Amended and Restated Community Reinvestment Area Agreement and Business Income
Tax Agreement by and between the City of Urbana and the Sutphen Corporation**

SECOND AMENDED AND RESTATED COMMUNITY REINVESTMENT AREA AGREEMENT AND BUSINESS INCOME TAX AGREEMENT BY AND BETWEEN THE CITY OF URBANA AND THE SUTPHEN CORPORATION

This Second Amended and Restated Community Reinvestment Area Agreement (this “Agreement”), is made and entered into as of _____, 2023 (the “Effective Date”), by and between the City of Urbana, Ohio, an Ohio political subdivision, through its City Council (the “City”), Sutphen Realty Urbana LLC, an Ohio limited liability company, with offices located at 6450 Eiterman Rd. Dublin, OH 43016 (the “Owner”) and Sutphen Corporation, an Ohio Corporation with offices located at 6450 Eiterman Rd. Dublin, OH 43016 (the “Company”). The City, the Owner and the Company are each referred to herein as a “Party” and may be referred to together as the “Parties”.

WITNESSETH:

WHEREAS, the City has determined to encourage the development of real property and the acquisition of personal property located in the area it has designated as the Urbana CRA - Area 1 (the “CRA” or the “Area”); and

WHEREAS, the Owner has acquired the real property described and depicted on **Exhibit A** (the “Project Site”), which is located within the CRA, and intends to remodel, construct and expand (in one or more phases), through cooperation with one or more affiliates, successors, assigns or transferees, on the Project Site a manufacturing production facility (the “Project”), which is expected to include an approximately 185,000 (previously 160,000) square foot manufacturing facility, together with related structures, site improvements, and infrastructure supporting the employment of an estimated 120 permanent employee positions, including 20-25 new permanent employee positions, by December 31, 2024; and

WHEREAS, the Project is anticipated to include a capital investment by or on behalf of the Owner and the Company of approximately \$17,900,000.00 which has been revised from the originally anticipated figure of approximately \$11,000,000.00, which will include machinery and equipment, building costs and other costs; and

WHEREAS, the City, by its Ordinance 4348 as amended by Ordinance 4574-22, adopted July 19, 2022 (the “CRA Legislation”), designated the CRA as a “community reinvestment area” pursuant to Chapter 3735 of the Ohio Revised Code (“R.C.”); and

WHEREAS, the Director of Development of the State of Ohio has determined and certified that the Area contains the characteristics set forth in Ohio Revised Code Section 3735.66 and confirmed that Area as a “community reinvestment area” pursuant to that Section 3735.66; and

WHEREAS, the City desires to provide incentives available for the development of the Project on the Project Site in the Area; and

WHEREAS, the Company previously submitted to the City the CRA Agreement Application (the “Application”) attached hereto as **Exhibit B**; and

WHEREAS, the Company has previously remitted the required State application fee of \$750.00 made payable to the “Ohio Department of Development” to be forwarded to the Ohio Department of Development with an executed copy of this Agreement; and

WHEREAS, Urbana City Council previously passed Resolution 2606-21 on April 21, 2021, authorizing the City to enter into an Economic Development Agreement (Community Reinvestment Area Agreement and Business Income Tax Incentive Agreement) with Sutphen Corporation related to Sutphen Corporation’s planned construction of an approximately 185,000 (previously 160,000) square foot manufacturing facility to be located in the City; and

WHEREAS, Urbana City Council previously passed Resolution 2616-21 on August 17, 2021, authorizing the City to enter into an modified Economic Development Agreement (Community Reinvestment Area Agreement and Business Income Tax Incentive Agreement) with Sutphen Corporation and Sutphen Realty Urbana, LLC’s planned construction of an approximately 185,000 (previously 160,000) square foot manufacturing facility to be located in the City with this modification adding Sutphen Realty Urbana LLC as an additional party to this agreement; and

WHEREAS, the Project Site is located in the Urbana City School District (the “School District”) and the City has delivered notice of the proposed approval of this second amended and restated Agreement to the Board of Education of the School District under Ohio Revised Code Sections 3735.671 and 5709.83; and

WHEREAS, the Board of Education of the Urbana City School District previously approved this CRA agreement and related tax revenue sharing agreement by Resolution No. 0321.02 on March 23, 2021, including a revised resolution (Resolution 0421.02) that was later passed on April 13, 2021; and

WHEREAS, the existing tax revenue sharing agreement between the City of Urbana and the Urbana City School District executed May 18, 2021 shall remain in full force and effect; and

WHEREAS, the Project Site is also located in the Ohio Hi-Point Career Center (the “JVSD”) and the City has delivered notice of the proposed approval of this second amended and restated Agreement to the Board of Education of the JVSD under Ohio Revised Code Sections 3735.671 and 5709.83; and

WHEREAS, the Board of Education of the JVSD previously approved this CRA agreement per Board Resolution #16-21 and the JVSD is not a signatory to the tax revenue sharing agreement between the City of Urbana and the Urbana City School District; and

WHEREAS, pursuant to Ohio Revised Code Section 3735.67(A) and in conformance with the format required under Ohio Revised Code Section 3735.671(B) the Parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree to the foregoing premises and as follows:

1. Project and Project Investment. The Owner has acquired the Project Site, which is composed of a +/- 53.678 acre area (as shown on Exhibit A), located at 935 South Edgewood Avenue, CRA Area 1, now combined into parcel K48-25-11-01-32-007-00 in Urbana, OH, and further expects to construct or cause to be constructed on the Project Site a manufacturing facility as well as other related buildings and structures, site improvements, infrastructure and appurtenances included within the Project on the Project Site, and install or cause to be installed the necessary machinery, equipment, and fixtures.

The project will involve a total investment by Company of approximately \$17,900,000.00, plus or minus 10% for new construction and machinery and equipment at 935 South Edgewood Avenue, CRA Area 1, now combined into parcel K48-25-11-01-32-007-00 in Urbana, OH. The project will begin Fall 2021 and all construction and installation will be completed by December 31, 2024. Any changes to the beginning and completion dates must be agreed to by formal resolution and an amended agreement.

The Scope of this Agreement concerns only the investment, and only the increase in assessed value of the buildings and structures that do not yet have a partial assessed value. The Project is currently estimated to be approximately 185,000 (previously 160,000) square feet. The Owner approximates that the total capitalized cost (including but not limited to, construction costs, on-site infrastructure costs and equipment costs) of the Project will be approximately \$17,900,000.00 composed of approximately \$17,000,000.00 for construction of structures and approximately \$900,000.00 for machinery, and equipment.

The assumptions and estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemption (as defined in Section 4 of this Agreement). The parties to this Agreement recognize that (i) the costs associated with the Project may increase or decrease significantly and do not equate to real property taxable value, and (ii) the City has no right to compel the Owner to commence or complete construction of the Project, provided, however, that the Owner's complete construction of the Project is a material obligation of the Owner and the Company under the terms of this Agreement.

The value of machinery, equipment, furniture, fixtures or inventory owned by the Company existing at the Project Site prior to execution of this Agreement or is held at another location in the State of Ohio and is to be relocated to the Project is approximately Twenty-Three Million, One Hundred Forty-One Thousand, and Five Hundred Twenty-Seven Dollars (\$23,141,527.00).

2. Job Creation And Business Income Tax Credit.

The Company currently estimates that by December 31, 2024, approximately 25 new, full-time permanent jobs (i.e., at least 35 hours/week) will be created as a result of the Project with an aggregate annual payroll of \$1,040,000 along with 0 full-time temporary jobs and 0 part-time jobs. Prior to this Project to construct the new manufacturing facility at the Project Site, the Company employed approximately 120 employee positions at local leased facilities at 1701 West County Line Road, 1653 West County Line Road, and 49 North Ludlow Road and all employee positions were retained and transferred to the new owned facility due to the construction of the Project. As of the date of this amended and restated agreement, the Company has approximately 153 full-time

permanent positions, 0 full-time temporary positions, 1 part-time permanent position, and 0 part-time temporary positions held by individuals working at other locations in Ohio.

The estimates provided in this Section are good faith estimates provided pursuant to Ohio Revised Code Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the Exemption (as defined in Section 4 of this Agreement). The Parties to this Agreement recognize that (i) the employment and any payroll estimates associated with the Project may increase or decrease significantly, and (ii) the City has no right to compel the Company to create or maintain any specific number of full-time or part-time permanent or temporary positions to be held by persons working at the Project, provided, however, that job creation and retention efforts are material obligations of the Company under the terms of this Agreement.

Moreover, in consideration of the Company implementing the Project and creating the new jobs within the City of Urbana, based on the terms and conditions provided hereafter, the Company is eligible to receive a non-refundable and non-carryforward credit business income tax incentive as follows:

Years 1-3 (Year 1 Commencing [2023]): 35% of the employee withholding tax remitted for the applicable tax year.

Years 4-6 (Year 4 Commencing [2026]): 20% of the employee withholding tax remitted for the applicable tax year.

Years 7-9 (Year 7 Commencing [2029]): 10% of the employee withholding tax remitted for the applicable tax year.

Furthermore, the Company shall be eligible for an enhanced non-refundable and non-carryforward credit business income tax incentive if one-half of the payroll taxes paid by the Company on the new jobs to the City originate from jobs provided to residents of the City of Urbana, Ohio as follows:

Years 1-3 (Year 1 Commencing [2023]): 40% of the employee withholding tax remitted for the applicable tax year.

Years 4-6 (Year 4 Commencing [2026]): 25% of the employee withholding tax remitted for the applicable tax year.

Years 7-9 (Year 7 Commencing [2029]): 15% of the employee withholding tax remitted for the applicable tax year.

Taxes paid on wages of the new jobs shall be evidenced by W-2 forms indicating that Urbana income taxes were withheld and paid.

The Company must apply for the Business Income Tax Credit Incentive each year using the form attached, and as may be amended from time to time by the City, no later than August 15th of each year during the term. In order for the City to confirm that the Company has met the criteria to claim the Business Income Tax Credit Incentive for the corresponding year, the Company shall submit all tax filings through the City of Urbana's Income Tax Office. Following processing and

reconciliation by the City that the Company has met the criteria to claim the Business Income Tax Credit Incentive for the corresponding year, the City shall authorize the non-refundable and non-carryforward credit.

Failure by the Company to file all tax returns through the City of Urbana Income Tax Office as required above, not later than December 31st of each year during the term, shall be deemed a material breach of this portion of the agreement and such shall nullify any obligation of the City to authorize and pay a non-refundable and non-carryforward Business Income Tax Credit Incentive to the Company for that year in which it failed to file returns through the City of Urbana Income Tax Office, and the Company hereby forfeits all of its right and interest in receiving a non-refundable Business Income Tax Credit Incentive for that year, and it shall make no claim(s) against the City resulting from such forfeiture and failure to file returns as required hereunder.

The City will not initiate the Business Income Tax Credit Incentive application process; it is incumbent on the Company to apply for the Business Income Tax Credit Incentive during each year of the term. Failure by the Company to timely apply for Business Income Tax Credit Incentive by August 15th of each year during the term shall result in forfeiture by the corporation for any Business Income Tax Credit Incentive that may be, or may have been, eligible to receive by the City under the terms and conditions of this portion of the agreement.

The Company and the City agree that the Business Income Tax Credit Incentive is offered and provided as an inducement for the Company to create business operations in Urbana and create and maintain jobs within the City and remit payroll taxes to the City, for the duration of a nine-year term with the first year of the term commencing in 2023. If the Company relocates its operations to a location outside the Urbana corporation limits or ceases operations in Urbana during the term, the parties acknowledge and agree that the portion of this agreement that is applicable to the Business Income Tax Credit Incentive is lacking in consideration and the Company is in default in performance of the terms and conditions of this Agreement. Therefore, if the Company relocates outside the Urbana corporation limits or ceases operations in Urbana prior to the end of the term, and if the City has granted and provided one or more non-refundable and non-carryforward Business Income Tax Credit Incentives to the Company for one, any or all prior years of the term, then the Company shall make restitution and reimbursement to the City in an amount equal to the combined three most recent Business Income Tax Credit Incentives (including Enhanced Business Income Tax Credit Incentives) provided to the Company, or the total of such credits provided if less than three non-refundable credits have been provided to the Company by the City (the "Reimbursement"). The Reimbursement is due and shall be paid to the City (to the attention of the Director of Finance) in full immediately upon default. "Ceasing operations" is defined herein as the Company no longer using the services of its employees, contractors, agents or volunteers in Urbana to transact corporation business for which it seeks to be compensated in one form or another. An empty building with no staff except security, cleaning and grounds maintenance staff or services (or less than that) shall in addition to the prior statement, meet the definition of "ceasing operations" as defined herein.

The Company shall establish and maintain, during the term of the Business Income Tax Credit Incentive and for at least four (4) years from the termination of the term herein, such reports and records required to account for the new jobs and all relevant supporting documentation that would be required in an audit for these purposes. The parties further agree that records required with respect to any questioned costs, audit disallowances, litigation or dispute between the City and the Company shall be maintained for the time needed for the resolution of said question,

and that in the event of early termination of this agreement, or if for any reason the City shall require a review of the records related to the project, the Company shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation. The Company agrees to pay the costs of a onetime audit to determine the accuracy of creating and maintaining jobs, if such an audit is requested by the City during the term of this agreement.

3. Information for Tax Incentive Review Council; The applicable Tax Incentive Review Council (the "TIRC") shall annually review this Agreement pursuant to Ohio Revised Code Section 5709.85(C)(1). To facilitate that annual review, not more than once each calendar year during the term of this Agreement, the Company and the Owner shall submit to the City annual information sufficient for the TIRC to determine whether the Company and the Owner has complied with this Agreement on the then-current form of the report attached hereto as **Exhibit C**. The Company shall provide the annual report to the TIRC and the certification by the later of (i) thirty (30) days after having received written request from the City, or (ii) March 1st. Additionally, pursuant to Ohio Revised Code Section 5709.85(D), upon request of the TIRC, the Company and the Owner shall provide the TIRC any information necessary to perform its review, and make available at least one representative of the Company or the Owner with knowledge of this Agreement and the obligations contained herein to attend any meeting of the TIRC.

4. Real Property Tax Exemption for Project. Pursuant to ORC 3735.67, upon receipt of an application filed by the Company in the then current version of the form attached hereto as **Exhibit D** for any building on the Project Site, and certifying (a) the facts contained therein (as required by the City) regarding that building the City shall as soon as practicable undertake the verifications and make the certifications required to grant a ninety percent (90%) real property tax exemption for each identifiable building project for a period of fifteen (15) consecutive taxable years (each an "Exemption" and collectively for more than one building or structure, the "Exemptions"). For each building on the Project Site, the Exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No Exemption shall commence after tax year 2024 (i.e., tax lien date January 1, 2024) nor extend beyond in tax year 2038 (i.e., tax lien date January 1, 2038). The Company and the Owner must file the appropriate tax forms with the County Auditor to effect and maintain the exemptions covered in the agreement.

5. Fee to City. The Company shall pay to the City as inducement and consideration for the City to enter into this Agreement, an annual fee equal to the greater of one per cent (1%) of the amount of taxes exempted under the agreement or five hundred dollars (\$500); provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars (\$250,000), the fee shall not exceed two thousand five hundred dollars (\$2,500). The annual fee shall commence in 2023, and be payable to the Board of Commissioners for the purpose of complying with sections 3735.672 and 5709.85 of the Ohio Revised Code. The Company shall remit payment on or before each March 1 of each year that this Agreement shall remain in effect.

6. Local Support. Additionally, the Company agrees to the following:

A. The Company agrees to continue to be an “Investor Partner” with the Champaign Economic Partnership (the “CEP”) and agrees to continue to make a minimum contribution of three thousand dollars (\$3,000) per year to CEP during the term of this Agreement;

B. The Company agrees to continue to be a contributing and active member of the CEP Manufacturer’s HR Council and agrees to pay associated fees to the CEP of one thousand dollars (\$1,000) per year during the term of this Agreement;

C. The Company agrees to remain a member in good standing with the Champaign County Chamber of Commerce & Visitor’s Bureau during the term of this Agreement;

D. The Company agrees to work closely with Urbana City School District, Ohio Hi-Point Career Center, and Clark State Community College (the “Local Schools”) to develop a practicum, provide a certificate course in fire apparatus manufacturing, or provide some other job seeking and career exploration assistance to assist in the training and/or education of students at the Local Schools.

7. Payment of Other Taxes. The Company and the Owner shall pay such real property taxes and any applicable tangible personal property taxes as are not exempted under this Agreement and are charged against the Project and shall file all tax reports and returns as required by law in connection therewith. If the Company or the Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected after notice is provided by the City in accordance with Section 9 hereof, the Exemptions are rescinded beginning with the tax year for which such taxes are charged or such reports or returns are required to be filed and thereafter until the year following the tax year in which such taxes are paid and such reports or returns are filed; provided, however, to the extent permitted by law, the City may elect to reinstate the Exemptions under terms acceptable to the City. The provisions in this Section are subject to Ohio Revised Code Section 5709.85, and nothing in this Agreement restricts or limits the right of the Company or the Owner, or any successor, assign, or transferee to contest the valuation of the Project or the Project Site under Ohio Revised Code Sections 5715.13 and 5715.19 or to contest any other Ohio state or local tax matters.

8. City Cooperation to Claim and Maintain Exemption. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain the Exemptions including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the Exemptions.

9. Continuation of Exemption under Certain Circumstances. If for any reason the CRA designation expires, the Director of the Ohio Department of Development revokes certification of the Area, or the City revokes the designation of the Area, this Agreement shall nevertheless continue in effect in accordance with its terms and any Exemption previously granted under Section 4 of this Agreement for a Building shall continue for the number of years specified under this Agreement. The preceding sentence shall not apply to circumstances where the Company or the Owner materially fails to fulfill its obligations under this Agreement beyond all applicable

notice and cure periods and the City terminates or modifies the Exemptions pursuant to Section 9 of this Agreement.

10. Modification of Exemption for Material Failure. If (a) the Company or the Owner materially fails to fulfill its material obligations under this Agreement and does not cure such failure within the periods specified in this Section following delivery of written notice to the City, or receipt of written notice by the City, describing such failure in reasonable detail, or (b) if the City determines that the Company's or Owner's certification as to delinquent taxes required by Sections 10 and 11(i) of this Agreement is fraudulent, the City may terminate or modify the Exemptions, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement under the following formula:

Years 1 and 2, 100% shall be repayable;
Years 3 and 4, 75% shall be repayable;
Years 5 and 6, 50% shall be repayable;
Years 7 and 8, 25% shall be repayable;

The City is authorized to secure repayment of such taxes by a lien on the exempted property in the amount required to be repaid. Such lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property.

For any written notice from the City to the Company or the Owner describing in reasonable detail the Company's material failure to fulfill any obligations in this Agreement, the Company shall have ninety (90) days to correct the material failure or, if the material failure is not susceptible to cure within ninety (90) days, the Company or the Owner, as applicable, shall commence curative action within thirty (30) days and thereafter exercise reasonable diligence to cure that material failure. No delay or omission to exercise any such right or power shall impair any such right or power or shall be construed to be a waiver thereof.

11. Certification of No Delinquent Taxes. The Company and the Owner hereby certify that at the time this Agreement is executed, (i) the Company and the Owner do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and do not owe delinquent taxes for which the Company is liable under Chapter 5733 [corporate franchise tax]., 5735 [motor vehicle fuel tax]., 5739 [sales tax]., 5741 [use tax]., 5743 [cigarette tax]., 5747 [income tax]., or 5753 [casino tax]. of the Revised Code, or, if such delinquent taxes are owed, the Company or the Owner is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, (ii) the Company or the Owner has not filed a petition in bankruptcy under 11 U.S.C. 101, et seq., and (iii) no such petition has been filed against the Company or the Owner. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

12. Further Representations. As of the Effective Date, the Company and the Owner affirmatively represent that each do not owe: (i) any delinquent taxes to the State of Ohio or a political subdivision of the State; (ii) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (iii) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

13. Restrictions on Assignment or Transfer. Except as provided for in this Section, this Agreement is not transferable or assignable without the express written approval of the City, which the City agrees will not be unreasonably delayed, conditioned or withheld. The City, the Company, and the Owner acknowledge that the exact legal and financing structure used by the Company in developing, equipping and operating the Project may include additional legal entities or successor legal entities; therefore, the City hereby approves the assignment or transfer of this Agreement, in whole or in part, in connection with any financing transaction entered into for the Project, including, but not limited to, any financing transaction under Ohio Revised Code Chapter 4582.

14. City Council Approval. The Owner, the Company and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for this Agreement to take effect. That approval was given in Resolution No. _____ adopted by City Council on _____, 2023.

15. Legal Authority: Binding Effect. The Parties to this Agreement respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the matters contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

16. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing and sent to both the mailing and email addresses specified below. Email delivery alone is insufficient. Paper copies must be sent by (a) registered or certified mail, return receipt requested, with online tracking information supplied by email to the recipient, and shall be deemed delivered when the return receipt is signed, refused or unclaimed by the Party to whom it is addressed, or (b) by nationally recognized overnight delivery courier service, and shall be deemed delivered to the Party to whom it is addressed when such Party signs for and accepts the delivery thereof. Unless changed by notice, all notices must be addressed as follows:

If to the City, to:

City of Urbana
Attn: Kerry Brugger, Director of Administration
205 S Main St.
Urbana, OH 43078
kerry.brugger@ci.urbana.oh.us

With a copy to:
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215-4291
Attention: J. Caleb Bell, Esq.
Phone: (614) 227-2384
jbell@brickergraydon.com

If to the Company, to:
Sutphen Corporation
Attn: Shelby Sutphen-Chambers, Secretary
6450 Eiterman Road
Dublin, OH 43016
ssutphen@sutphencorp.com

If to the Owner, to:
Sutphen Realty Urbana, LLC
Attn: Shelby Sutphen-Chambers, Managing Member
6450 Eiterman Road
Dublin, OH 43016
ssutphen@sutphencorp.com

17. Nondiscriminatory Hiring. The City has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice nondiscriminatory hiring in their operations. By executing this Agreement, the Company is committing to follow nondiscriminatory hiring practices and acknowledges that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

18. Revocation for Violation of Ohio Revised Code 3735.671 or 5709.62. The Exemptions shall be revoked if it is determined that the the Owner, the Company, any successor to the Owner or the Company or any related member (as those terms are defined in division (C) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (C) of Ohio Revised Code Section 3735.671 or Section 5709.62 or 5709.63, as such division or either of those sections are in effect as of the Effective Date prior to the time prescribed by that division or either of those sections.

19. No False Statements. The Owner and the Company represent and warrant, as of the Effective Date, the Owner and the Company have not knowingly made any false statements to the City regarding, or failed to provide any information required by Ohio Revised Code Section 9.66(B) concerning, an application for economic development assistance in connection with this Agreement. The Owner and the Company acknowledge that whoever, in an application for economic development assistance (including but not limited to an application for a real property

tax exemption under Ohio Revised Code Sections 3735.67 to 3735.70), knowingly makes a false statement or fails to provide any information required by Ohio Revised Code Section 9.66(B) shall be ineligible for any future economic development assistance from the State of Ohio, any State agency or a political subdivision under Ohio Revised Code Section 9.66(C)(1). Any person who knowingly provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1).

20. Termination. Unless terminated earlier pursuant to its terms, this Agreement shall be in full force and effect until December 31 of the year following the last tax year for which an Exemption remains in effect, after which this Agreement and the obligations of all Parties hereto shall terminate. The Company has the right to terminate this Agreement for any reason or no reason by delivering a signed writing to the City at least ninety (90) days prior to the desired termination date and subject to the terms of Section 9 hereof.

21. Estoppel Certificate. Upon request of the Owner or the Company, the City shall execute and deliver to the Company or any proposed purchaser, mortgagee or lessee of the Project Site, a certificate stating: (i) that the Agreement is in full force and effect, if the same is true; (ii) that the Owner or the Company, or both, as applicable, is not in default under any of the terms, covenants or conditions of the Agreement, or, if the Owner, or the Company, or both, is in default, specifying same; and (iii) such other matters as the Owner or the Company reasonably request.

22. No Personal Liability. Except as otherwise provided under Ohio law, no covenant, obligation, representation or agreement in this Agreement is deemed to be a covenant, obligation, representation or agreement of any present or future member, officer, agent or employee of Parties other than in his or her official capacity, and neither officers or employees of the City, members of the legislative authority of the City, nor any officers or employees of the Owner, nor the Company, executing this Agreement, are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the parties contained in this Agreement.

23. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument.

24. Titles. The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and those titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

25. Applicable Law. This Agreement and all related documents are governed by, and to be construed in accordance with, the laws of the State of Ohio, without giving effect to any conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. To the extent permitted by the laws of the State of Ohio and not otherwise specified in this Agreement, this

Agreement and all related documents shall be construed in accordance with law and any applicable regulations in effect as of the Effective Date.

26. Incorporation of Exhibits. All exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

27. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. All material rights and duties contained in this Agreement are mutually interdependent and one cannot exist independent of another, provided that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added by the parties as a part of this Agreement a provision as similar in terms to that illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

28. Tax Disclosure Form. Contemporaneously with the signing of this Agreement, the Company shall sign and submit the attached Tax Information Disclosure Authorization (shown below in Exhibit F) to the City. Failure by the Company to execute the Tax Information Disclosure Authorization shall result in any and all Business Income Tax Credit Incentives earned, owed, or owing to the Company, to be forfeited.

[This Space Intentionally Left Blank – Signature Pages to Follow]

IN WITNESS WHEREOF, The City of Urbana, Ohio, by its Mayor and pursuant to Resolution No. _____ adopted _____, 2023, has caused this instrument to be executed as of this _____ day of _____, 2023,

Sutphen Corporation

Sutphen Realty Urbana, LLC

By: _____

By: _____

Name: Shelby Sutphen-Chambers

Name: Steven Phelps

Title: Secretary

Title: Managing Member

By: _____

Name: Shelby Sutphen-Chambers

Title: Managing Member

CITY OF URBANA, OHIO

Attest: _____
City Clerk of Council

Bill Bean, Mayor

Approved as to form:

City Law Director

Exhibit A

Description and Depiction of Project Site

The Project Site 53.678 acres acquired by the Company as described and depicted in the light blue outlined parcel on the map, as attached below, and further described as Parcel K48-25-11-01-32-007-00.

Project Site Map

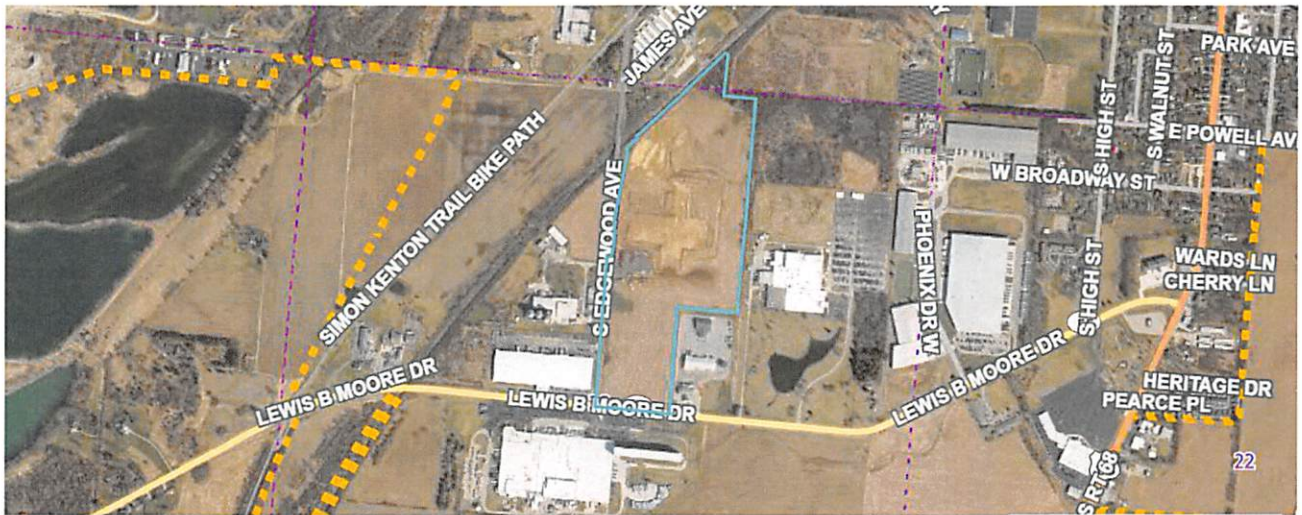


Exhibit B

Agreement Application

(Attached Hereto)

CITY OF URBANA OHIO
Community Reinvestment Area Application
Commercial or Industrial Real Estate Projects

Proposed agreement for Community Reinvestment Area Tax Incentives between the City of Urbana, Champaign County, Ohio, and Sutphen Corporation.

1. a. Identity of Property/Business Owner (attach additional pages if multiple participants).

_____	_____
(Property Owner Name)	(Telephone Number)
<u>Sutphen Corporation</u>	<u>Todd Winnenberg</u>
(Business Owner Name)	(Contact person)
<u>6450 Eiterman Rd</u>	<u>(614) 715-1684</u>
(Street Address- Main Office)	(Telephone Number)
<u>OH, Dublin, 43016</u>	_____
(State, City, Zip)	(Fax Number)

b. Project Site:

_____	<u>Terry Howell/Vance Brand</u>
	(Contact Person)
<u>Corner of SR 55 and Edgewood, Urbana</u>	<u>(937) 239-1448 /</u>
(Street Address)	(Telephone Number)

2. a. Nature of commercial/industrial activity (e.g., manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Manufacturing, warehouse, administration

b. List primary 4 digit Standard Industrial Code (SIC #) (lessee if doing business at site)

c. If a consolidation, what are the components of the consolidation? (Must itemize the location, assets, and -employment positions to be transferred.)

Consolidate operations from three facilities in Urbana to one facility. 1701 W. County Line Rd,
1653 W. County Line Rd, 49 N. Ludlow Rd. All operating assets and approximately 120 people

d. Form of business organization or lessee (corporation, partnership, proprietorship, etc.)

Corporation

3. Name of principal owner(s) or officers of the business or lessee (attach list if necessary).

Sutphen Corporation, owned by the Sutphen family

4. a. State the enterprise or lessee's current employment level at the proposed project site:

ZERO NOW

b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes No

c. If yes, identify the locations from which employment positions or assets will be relocated and the new location of the employment positions or assets.

See item 2 on page 1

d. State the enterprise or lessee's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

Approximately 400 in Urbana, Dublin and Hilliard. Approx. 75 full-time also employed in Lake Aerial, PA.

e. State the enterprise or lessee's current employment level for each facility to be affected by the relocation of employment positions or assets:

See item 2 on page 1, Item C

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

120 employees would work in this facility versus the building on County Line, plus growth. EFFICIENCIES Gained by having 1 facility will offer cost reductions to continue growth by being more competitive. Growth = Added People.

5. Does the property owner owe:

a. Any delinquent taxes to the State of Ohio or an Ohio political subdivision?
 Yes No

b. Any moneys to the State or a state agency for the administration or enforcement of any Ohio environmental laws? Yes No

c. Any other moneys to the State of Ohio, a state agency, or an Ohio political subdivision that are past due, whether the amounts owed are being contested in a court of law or not? Yes No

d. If yes to any of the above, detail each instance including, but not limited to, the location, amounts and/or case identification numbers. Attach additional pages if necessary.

6. Project description (attach additional pages if necessary): New facility to house manufacturing and administrative offices and employees for the manufacture and service of Fire Apparatus

Estimating 160,000 sq. ft. +/- 10,000 sq. ft.

7. a. The project is expected to be in Fall, 2021, and is expected to be completed by Fall, 2022 provided a tax exemption is granted.

- b. Market value of the existing facility as determined by Champaign County Auditor:
\$ _____
8. a. Estimate the number of new employees the property owner or lessee will cause to be created at the facility that is the project site. The projected job creation must be itemized by the name of the employer full and part-time and permanent and temporary jobs.
Plan to hire approximately 20-25 full-time employees.
- b. State the time frame for the projected hiring 1-2+ years.
- c. State the proposed schedule for hiring (itemized by the name of the employer full and part-time and permanent and temporary jobs): Immediate upon completion of Build and occupancy of New Building
9. a. Estimate the amount of annual payroll the additional employees will add: \$ 1.2M - \$2M
(New annual payroll must be itemized by full and part-time and permanent and temporary new employees):
Full-time at full employment in 2022
- b. Indicate separately the amount of existing payroll relating to any job retention claim resulting from the project: \$ \$9-10M
10. Estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy the facility:
- | | |
|---------------------------------------|-------------------------|
| a. Acquisition of buildings | \$ _____ |
| b. Additions/ <u>New Construction</u> | \$ <u>10 to \$12M.</u> |
| c. Improvements to existing buildings | \$ _____ |
| d. Machinery and equipment | \$ <u>500k to \$1M</u> |
| e. Furniture and Fixtures | \$ <u>100k</u> |
| f. Inventory | \$ _____ |
| Total New Project Investment | \$ <u>12.5 to \$15M</u> |

11. a. Requested real estate tax exception incentive 90 % for 15 years covering the real property as described above.
- b. Business's reasons for requesting tax incentives (be as quantitatively specific as possible). Help finance expansion/move and improve access to labor and continue growth. Also offers room to expand operations including potential move of Headquarters from Dublin to Urbana. It will also allow us to remain in the area and sustain current employees versus moving and hiring now.

By submission of this application, the Applicant expressly authorizes the City of Urbana to contact the Ohio EPA and other agencies to confirm the accuracy of statements contained within this application, including item #5, and to review applicable confidential records. As part of this application, the Property Owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request. The Applicant further agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(c)(1) and 2931.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits.

*A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be

given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

Sutphen Corporation

3/2/21

Name of Enterprise

Date


Signature

Todd Winnenberg, Gen. Mgr.
Typed Name/Title

Name of Lessee

Date

Signature

Typed Name/Title

Exhibit C

Annual Report

[See next page; this page intentionally left blank.]



COMMUNITY REINVESTMENT AREA (CRA)

2022 CRA COMPANY REPORT INSTRUCTIONS

If project remains under construction as of 12/31/2022, please check the box under the title of the online form and then enter the 2022 construction wages from the project if the project is located in a municipal corporation or a joint economic development district or zone that imposes an income tax. If the project is in a township, or a municipal corporation that does not levy an income tax, simply enter "No Income Tax" in the box.

- Question #1. Identify each business listed in the agreement (businesses, limited liability corporations, leasing companies, etc.) This may include both the owner of the real property, but also the business entity (lessee) that is operating at the project site.
- Question #2. Identify the county, local jurisdiction, and local school district in which the project is located.
- Question #3:
- The execution date is the date the agreement was last signed
 - The expiration date is the date the exemption is scheduled to end.
 - List every date the agreement was amended.
- Question #4.
- Identify the total number of full-time permanent employment positions and the associated annual payroll at the project site prior to the execution of the agreement. A full-time permanent employee is employed directly by the company and works at least 35 hours per week.
 - Identify the company's number of full-time employment positions in Ohio prior to the execution of the agreement.
- Question #5.
- If yes, list all affected Ohio communities and the number of full-time positions that were affected in any way because of the closing (this includes those that are relocated).
 - If yes, list all affected states and the number of full-time positions relocated from each state to Ohio.
- Question #6. The number of created and/or retained jobs should agree with the number contained in the executed agreement. Report "0" if no commitment was made in the agreement for a certain category, however every CRA agreement should have either a creation or retention commitment, or both.
- Question #7. Identify the number of months the business entity has to create and/or retain jobs per the agreement.
- Question #8. List the payroll that is attributed to the jobs created and/or retained in #7 per the agreement.
- Question #9. Real Property – investment in acquisition, building improvements, and/or new building construction associated with the project.
Invested Amount Exempted – amount of real property eligible for exemption as stated in the agreement.
- Question #10: Identify the real property exemption rates and terms as stated in the agreement. If the rate changes over the term of the agreement, provide the incentive schedule for the term of the agreement.

Question #11:

- a. This number should reflect the business' total number of employees at the CRA project site as of 12/31/2022
- b. Identify the number of jobs created that are directly attributable to the CRA agreement.
- c. Identify the number of jobs retained that are directly attributable to the CRA agreement. This number is not a year-to-year retention but should correlate to the retention commitment in the CRA agreement.

Question #12: Indicate the new payroll associated with the numbers of new jobs attributed to the CRA agreement. This should be the annual payroll for 2022 associated with the number of jobs listed in #11b.

Question #13:

- a. Real Property – Indicate the amount of real property investment that has actually been invested as of 12/31/2022.
 - i. Indicate the amount of real property investment that is eligible for exemption, this is based upon the amount provided above (Ex: Real property investment = \$1,000,000 with a 75 percent incentive. The amount eligible for exemption is \$750,000).
 - ii. Personal Property – Indicate the amount of personal property investment that has been actually invested as of 12/31/2022.
- b. Real Property Taxes Paid – these values should reflect tax payments made during calendar year 2022. This question is looking for the total amount of the checks written for tax payments during 2022 For real property taxes foregone, these values should illustrate the savings generated in 2022 from the CRA agreement. List the amount of personal property taxes that have been paid in the most recent calendar year. Again, only list the amount of the checks written for tax payments during 2022 (Most taxpayers will not have tangible personal property liability in taxable year 2022).
- c. List the total amount of real and personal property taxes paid over the term of the project through 12/31/2022.
- d. List the total value of all other tax incentives that were given to this particular project.

Question #14: List the date of the last TIRC review of this project.

- a. Identify what the TIRC recommended.
 - b. Identify what the local government did regarding this project (i.e. continue, amend, etc.)
- If this information for #14 is not known, contact your local CRA representative.



2022 COMPANY REPORT

CRA# _____ Agreement # _____

Please provide the appropriate information for the following questions pertaining to each CRA project. Review each question filling in missing or inaccurate information.

1. Name the business(s) party to the CRA Agreement: _____

2. Name the Local Governmental Jurisdiction(s) where the project is located: County: _____

City, Municipality, or Township: _____

Local School District: _____

3. List the CRA Agreement:

a. Execution Date _____

b. Expiration Date _____

c. Amendment date(s) (please list all) _____

4. State the baseline total full-time permanent employment of the enterprise:

a. At the facility prior to the CRA agreement: _____ Payroll: _____

b. In Ohio prior to the CRA agreement: _____

5. Did the enterprise close or reduce employment at another site:

a. Within Ohio as a result of this agreement? (Y or N): _____ If yes, note community(s) and the number of full-time permanent jobs effected:

Community: _____

Jobs: _____

b. Outside Ohio as a result of this agreement? (Y or N): _____ If yes, note the state and number of full-time permanent jobs effected:

State: _____

Jobs: _____

6. Number of full-time permanent jobs committed to create and/or retain within the CRA agreement

Retain: _____

Create: _____

7. Note the job creation period in months outlined within the CRA Agreement (#months): _____

8. The estimated annual payroll attributed to the new and/or retained employees pursuant to question 6:

Retain Payroll: _____

New Payroll: _____

9. State the enterprise's total project investment commitment and the total investment eligible (if different from the total commitment) for tax exemptions as specified in the CRA Agreement:

Real Property: _____

Eligible for exemption: _____

10. State the tax exemption rates and terms granted to the business under the CRA Agreement: _____ % vrs. _____

Actual CRA Project Information as of December 31, 2022

Project still under construction?
If yes, supply construction wages:

Yes No

11. State the total permanent full-time employees employed by the enterprise at the CRA project for the following categories:
 - a. As of 12/31/2022 _____
 - b. New jobs created attributed to the CRA Agreement _____
 - c. Jobs retained attributed to the CRA Agreement: _____
12. Identify total actual annual payroll as of 12/31/2022 attributed to the new employment (11b) resulting from the CRA Agreement: \$ _____
13. a. State the project investment level achieved as of 12/31/2022

<i>Real Property:</i>	\$ _____
<i>Real Property Eligible for Exemption:</i>	\$ _____
<i>Personal Property:</i>	\$ _____

 - b. Identify total actual project tax revenue amounts at the project site for the most recent calendar year (2022 (revenues should be reflective of values in question 13a above) (use best available information):

<i>Real Property Taxes Paid:</i>	\$ _____
<i>Real Property Taxes forgone (business savings for most current year):</i>	\$ _____
<i>Personal Property Taxes Paid:</i>	\$ _____

 - c. Identify total actual project tax revenue amounts at project site over the term of the CRA through December 31, 2022 (use best available information):

<i>Cumulative Real Property Taxes Paid:</i>	\$ _____
<i>Cumulative Real Property Taxes Forgone (total business savings to date):</i>	\$ _____
<i>Cumulative Personal Property Taxes Paid:</i>	\$ _____
 - d. State the total estimate value of any other incentive provided by the local authorities under the CRA: \$ _____
14. Date of most recent Tax incentive Review Council (TIRC) review of this project: _____
 - a. TIRC recommendations from most recent compliance review: _____
 - b. Local government action/status: _____

CERTIFICATION OF INFORMATION

I hereby represent and certify that the foregoing information, to the best of my knowledge, is true, complete, and accurately describes the status of the CRA project as of December 31, 2022

ENTERPRISE'S AUTHORIZED REPRESENTATIVE: _____
 Signature Date

 Typed Name/Title

Exhibit D

Form of Exemption Application

[Attached hereto; this page intentionally left blank.]

Exhibit E

City of Urbana, Ohio
Application For Business Income Tax Credit Incentive

1. Name of Business: _____
2. Address in Urbana: _____
3. Mailing address if different from above: _____

4. Incentive or Enhanced Incentive Based on Year of Agreement:%
Year of Agreement: 1 2 3 4 5 6 7 8 9
5. Term of Agreement: From January 1, 2023 to December 31, 2031
6. You Are Applying for Tax Accrual Year 20_
7. Tax ID: _____
8. Number of Employees as of December 31, 20__ : _____
Increase over prior year: _____ Decrease over prior year: _____
9. Actual Amount of Wage Withholding Taxes paid to Urbana for the year identified in number 6 above was \$ _____
10. Per the Agreement, Business' Income Tax Credit Incentive is estimated to be \$ _____

I hereby certify that the information provided above is true and accurate pursuant to the generally acceptable accounting and financial practices of our Business.

Signature of Applicant: _____

Title: _____

Print Name: _____ Date: _____

Phone Number and Email for Signatory Above: _____

Please return to Ms. Chris Boettcher, Director of Finance, 225 South Main Street, Urbana, OH 43078 or email to chris.boettcher@ci.urbana.oh.us. She can be reached by phone by calling (937) 652-4310.

Exhibit F

Tax Information Disclosure Authorization

The Sutphen Corporation irrevocably authorizes the disclosure to the Director of Finance of the City of Urbana, Ohio or any agent of the Director of Finance the amounts of taxes paid or the outstanding liabilities owed, for taxes imposed under Chapter 171 of the Codified Ordinances of the City of Urbana, for purposes of determining the eligibility to receive an annual Business Income Tax Credit Incentive from the City, and the amount thereof, under the terms and conditions of the Economic Development Agreement entered into on _____ by the Sutphen Corporation and the City of Urbana, Ohio. This Authorization shall be in effect for the term of the Agreement.

The Sutphen Corporation expressly waives notice of the disclosure(s) to the Director of Finance or by any agent designated by the Director of Finance. The Sutphen Corporation expressly waives the confidentiality provisions of the Ohio law which would otherwise prohibit disclosure and agrees to hold the Director of Finance or his/her agents harmless with respect to the limited disclosure authorized herein.

This authorization is to be liberally interpreted and construed. Any ambiguity shall be resolved in favor of the Director of Finance of the City of Urbana, Ohio, or the authorized agents thereof.

This authorization is binding on any and all Company heirs, beneficiaries, survivors, assigns, executors, administrators, successors, receivers, trustees, or other fiduciaries.

A photocopy of this Authorization is as valid as the original. The person signing below verifies that he/she is a Company representative authorized to bind the Sutphen Corporation to this Authorization.

Sutphen Corporation

By: _____

Its: Secretary

Print Name: Shelby Sutphen-Chambers

Date: _____

RESOLUTION NO. 2682-23

A RESOLUTION ENACTED BY THE CITY OF URBANA, CHAMPAIGN COUNTY, OHIO, TO AUTHORIZE THE DIRECTOR OF ADMINISTRATION TO MAKE APPLICATION TO THE OHIO DEPARTMENT OF DEVELOPMENT UNDER THE WATER AND WASTEWATER INFRASTRUCTURE GRANT PROGRAM FOR THE UPPER VALLEY PIKE/STATE ROUTE 29 SANITARY FORCE MAIN PROJECT, AND DECLARING AN EMERGENCY. (One (1) reading required, no public hearing required)

Department Requesting: Community Development Sponsor: Councilman Pat Thackery

WHEREAS, the Ohio General Assembly originally created the Water and Wastewater Infrastructure Grant Program in July 2021 through a state appropriation of the American Rescue Plan Act (ARPA) to help Ohio communities make necessary investments in water and wastewater infrastructure; and

WHEREAS, the City of Urbana was successful in obtaining grant funding in the second round of the last appropriation that was released through this program for the Booster Station Pump Stations and Pipe Network Project which is now under construction; and

WHEREAS, the Ohio General Assembly allocated additional ARPA funding for the Water and Wastewater Grant Program in July of 2023 with the passage of House Bill 33; and

WHEREAS, this grant program is being administered by the Ohio Department of Development in partnership with the Ohio Environmental Protection Agency to improve access to clean drinking water and wastewater infrastructure within the State of Ohio; and

WHEREAS, municipal corporations such as the City of Urbana with the authority to own and operate public water and sewer systems are eligible to apply for this grant program; and

WHEREAS, the next cycle of this grant program can provide up to \$5,000,000.00 per individual drinking water or sewer construction project with funding being limited to construction activities only and excluding design; and

WHEREAS, this application cycle has opened with applications now being accepted on a rolling basis with the final deadline to submit projects for grant funding consideration being January 17, 2024; and

WHEREAS, projects receiving grant funding this next application cycle are required to have funds obligated (be under contract with contractor) no later than December 31, 2024; and

WHEREAS, the City of Urbana has identified a necessary project to replace the existing 5” sanitary sewer force main that was installed in approximately 1988 and that runs along Upper Valley Pike, State Route 296, and State Route 29 from Parker Trutec, Inc. at 4795 Upper Valley Pike to a point on Norwood Avenue where this force main connects to city’s gravity sanitary sewer system; and

WHEREAS, this existing 5” sanitary sewer force main has reached the end of its useful service life as repairs have become more frequent with two repairs being required within the last year and parts for an odd sized force main becoming increasingly difficult to find;

WHEREAS, this existing sanitary sewer main presently provides sanitary sewer service for a major industrial sewer customer, one residential customer, and an existing warehouse facility; and

WHEREAS, as part of the replacement of this existing sanitary sewer main, the City of Urbana’s Water Plant on State Route 29 West would be connected to the replacement sanitary sewer main which would eliminate the discharge under an existing NPDES permit into the Mad River from this water plant of approximately 1.2MG per week or 62.4MG per year; and

WHEREAS, the City of Urbana desires to pursue grant funding through the State of Ohio’s Water and Wastewater Infrastructure Grant Program for Upper Valley Pike/State Route 29 Sanitary Force Main Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Urbana, County of Champaign and State of Ohio:

SECTION ONE:

The Director of Administration or his designee is hereby empowered on behalf of the City of Urbana to prepare and execute an application for grant funding through the State of Ohio’s Water and Wastewater Infrastructure Grant Program for the specific project outlined within this resolution above.

SECTION TWO:

The City of Urbana further commits to budgeting for and appropriating for any required local match dollars, including design, required for this project.

SECTION THREE:

If awarded grant funding through this program for this project, the City of Urbana hereby agrees to follow all program requirements as required, including the requirement to have this project under contract with a construction contractor no later than December 31, 2024.

SECTION FOUR:

If the City of Urbana is awarded grant funding through this program for this project, the Director of Administration is hereby empowered on behalf of the City of Urbana to enter into an agreement with the Director of the Ohio Department of Development that is necessary to complete the above described project.

SECTION FIVE:

That the formal actions and discussion of Urbana City Council concerning this legislation were conducted in open meetings in compliance with Ohio Revised Code 121.22 and Urbana Codified Ordinance 107.01.

SECTION SIX:

This resolution is hereby declared to be an emergency measure to take effect and be in force immediately upon passage to protect and promote public health, safety, welfare, and clean water by promoting the timely submission of an application or applications to the State of Ohio's Water and Wastewater Infrastructure Program by the pending deadline.

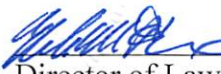
President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

This Resolution approved by me this ____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED:  12/13/23
Director of Law Date

Jumper: ____ Yay ____ Nay ____ N/A

Scott: ____ Yay ____ Nay ____ N/A

Paul: ____ Yay ____ Nay ____ N/A

Truelove ____ Yay ____ Nay ____ N/A

Thackery: ____ Yay ____ Nay ____ N/A

Collier: ____ Yay ____ Nay ____ N/A

Bean: ____ Yay ____ Nay ____ N/A

RESOLUTION NO. 2683-23

A RESOLUTION ENACTED BY THE CITY OF URBANA, CHAMPAIGN COUNTY, OHIO TO AUTHORIZE THE DIRECTOR OF ADMINISTRATION TO MAKE APPLICATION TO THE LOGAN-UNION-CHAMPAIGN REGIONAL PLANNING COMMISSION (LUC) UNDER THE SFY2024-2025 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR SUPPLEMENTAL GRANT FUNDING THROUGH THE SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBG) FOR THE CHP-URBANA BIKE TRAIL SAFETY IMPROVEMENTS (ODOT PID #115978) AND FOR THE CHP-COURT STREET BRIDGE (ODOT PID #115394), AND DECLARING AN EMERGENCY. (One (1) reading required, no public hearing required)

Department Requesting: Community Development Sponsor: Councilman Pat Thackery

WHEREAS, in 2016, the Logan-Union-Champaign Regional Planning Commission (LUC) was designated as one of five Ohio Regional Transportation Planning Organizations (RTPO); and

WHEREAS, RTPOs are required to have both a Regional Transportation Plan and a Regional Transportation Improvement Program (RTIP), and this RTIP is required to be updated every four years and approved by LUC, ODOT, on behalf of the Governor, and the Federal Highway and Federal Transit Administrations; and

WHEREAS, the Ohio Department of Transportation has allocated grant dollars in the amount of approximately \$315,600.00 in SFY2024 and \$310,720 in SFY2025 or \$626,320.00 in total to LUC through the Surface Transportation Block Grant (STBG); and

WHEREAS, eligible projects are required to align with the goals and objectives of LUC's Regional Transportation Plan, including transportation safety; network connectivity, reliability, and efficiency; multimodal access; economic vitality; and stewardship; and

WHEREAS, the City of Urbana is an eligible Local Public Agency (LPA) who can apply for federal project funding through the Ohio Department of Transportation (ODOT) and the Logan, Union, Champaign Regional Planning Commission (LUC); and

WHEREAS, Urbana City Council previously approved Resolution #2614-21 to authorize the Director of Administration to apply to LUC for grant funding through the STBG program and to the Ohio Department of Transportation for grant funding through the Highway Safety Improvement Program for the CHP-Urbana Bike Trail Safety Improvements (ODOT #115978) and funding was awarded through both grant programs for this project with construction anticipated to commence in calendar year 2025; and

WHEREAS, Urbana City Council previously approved Resolution #2597-21 to authorize the Director of Administration to apply to the Ohio Department of Transportation for grant funding through the Ohio Bridge Partnership Program for the CHP-Court Street Bridge (ODOT PID #115394) and funding was awarded through this grant program for this project with construction anticipated to commence in calendar year 2025; and

WHEREAS, supply chain constraints, a general shortage of labor in the construction industry, and an influx of state and federal dollars to fund public infrastructure projects have resulted in inflationary pressures and rising costs for public infrastructure projects; and

WHEREAS, this new funding cycle for STBG grant funding through the Logan-Union-Champaign Regional Planning Commission can provide additional funds for these projects for the remaining phases of project development in addition to construction and construction inspection;

WHEREAS, the CHP-Urbana Bike Trail Safety Improvements (ODOT PID #115978) is listed as project #114 in the LUC Regional Transportation Plan dated July 2023 and the CHP-Court Street Bridge (ODOT PID #115394) is listed as project #139 in this same planning document.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Urbana, County of Champaign and State of Ohio:

SECTION ONE:

That the Director of Administration of the City of Urbana is hereby authorized to make application to the Logan-Union-Champaign Regional Planning Commission (LUC) under the SFY2024-2025 Regional Transportation Improvement Program (RTIP) for supplemental grant funding through the Surface Transportation Block Grant Program (STBG) for the CHP-Urbana Bike Trail Safety Improvements (ODOT PID #115978) and for the CHP-Court Street Bridge (ODOT PID #115394).

SECTION TWO:

If the City of Urbana is awarded additional grant funds through the STBG program for either or both of these projects, the LPA agrees to pay One Hundred Percent (100%) of the construction cost over and above the maximum amount provided by the State of Ohio, Department of Transportation and for all costs associated with engineering and design, environmental studies and documentation, right-of-way plans, and right-of-way acquisition, and environmental remediation, if necessary. This local portion shall be funded using Permissive Tax Funds or Capital Improvement Funds.

SECTION THREE:

The City of Urbana further commits to budgeting for and appropriating the required local match dollars required for the project.

SECTION FOUR:

Upon completion of the described Projects, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal laws, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) if necessary, maintain the right-of-way, keeping it free of obstructions; and (4) if necessary, hold said right-of-way inviolate for public highway purposes.

SECTION FIVE:

If either or both of these eligible projects are approved for this grant funding cycle through the Surface Transportation Block Grant (STBG), the Director of Administration of said LPA is hereby empowered on behalf of the LPA to enter into amended agreements with the Director of the Ohio Department of Transportation that is necessary to complete the above described projects.

SECTION SIX:

That the formal actions and discussion of Urbana City Council concerning this legislation were conducted in open meetings in compliance with Ohio Revised Code 121.22 and Urbana Codified Ordinance 107.01.

SECTION SEVEN:

This resolution is hereby declared to be an emergency measure to take effect and be in force immediately upon passage to protect and promote public safety by promoting the timely submission of an application for the Surface Transportation Block Grant (STBG) by the January 19, 2024 deadline.

President, City of Urbana Council

PASSED: _____

ATTEST: _____
Clerk of Council

This Resolution approved by me this ____ day of _____, 2023.

Mayor, City of Urbana

REVIEWED:  12/13/23
Director of Law Date

- Jumper: ____ Yay ____ Nay ____ N/A
- Scott: ____ Yay ____ Nay ____ N/A
- Paul: ____ Yay ____ Nay ____ N/A
- Truelove ____ Yay ____ Nay ____ N/A
- Thackery: ____ Yay ____ Nay ____ N/A
- Collier: ____ Yay ____ Nay ____ N/A
- Bean: ____ Yay ____ Nay ____ N/A