

## COMMUNITY REINVESTMENT AREA #3 AGREEMENT

This Agreement (the "Agreement") is made and entered into on \_\_\_\_\_, 2024, by and between the City of Gahanna, Ohio ("Gahanna"), an Ohio Municipal Corporation, with offices located at 200 S. Hamilton Road, Gahanna, OH 43230 and BSOH HQ LLC ("Burns and Scalo" or "the Company") with its facility to be located on parcel 025-013634 on **Tech Center Drive** (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, Gahanna City Council by Substitute Resolution No. 29-92, 17-95, Resolution 980129 and SR-0003-2005 designated the area as Community Reinvestment Area #3 pursuant to Chapters 3735.65 to 3735.70 of the Ohio Revised Code; and

WHEREAS, Gahanna has encouraged the development and improvement of real property and the acquisition of personal property located in the area designated as Community Reinvestment Area #3; and

WHEREAS, BURNS AND SCALO is desirous of constructing its new industrial and office facility (hereinafter referred to as the "Project") within the boundaries of the forementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, Gahanna having the appropriate authority for the stated type of project is desirous of providing BURNS AND SCALO with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, BURNS AND SCALO has submitted a proposed agreement application, herein attached as **Exhibit A**, to Gahanna said application hereinafter referred to as the "Application"; and

WHEREAS, the Director of Economic Development for Gahanna has investigated the Application of BURNS AND SCALO and has recommended the same to Gahanna City Council on the basis that BURNS AND SCALO is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of Gahanna; and

WHEREAS, all required notices to school districts have been delivered in accordance with Section 5709.83 of the Ohio Revised Code and the Compensation Agreement dated June 2, 2000, (the "Compensation Agreement") by and between Gahanna and the Gahanna-Jefferson Public School District (the "School District"); and the City of Delaware has been duly notified of the company's intent; and

WHEREAS, BURNS AND SCALO has remitted the required municipal application fee of \$250.00 made payable to the City of Gahanna; and

WHEREAS, pursuant to Section 3735.67(A) and in accordance with the format required under Section 3735.671(B) of the Ohio Revised Code, 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 as follows:

## **SECTION 1. LOCATION BY CORPORATION**

- 1) BURNS AND SCALO shall cause improvements to be made at the company's location (Parcel: **025-013634**) located on Tech Center Drive, Gahanna, OH, hereinafter referred to as the "**Project Site**" at a cost of approximately \$5,200,000.
- 2) It is expected the Project will begin in April or May of 2024, with construction and installation of equipment in early 2025. The company is estimating that it will invest an additional \$1,000,000 in land and \$2.5 million in new furniture, fixtures, equipment and soft costs.

## **SECTION 2. EMPLOYMENT AND PAYROLL**

1. Within sixty (60) days of receiving an occupancy permit for its new building, BURNS AND SCALO shall create 34 permanent new jobs in Gahanna with approximately \$2,228,000 payroll; and within thirty-six (36) months after completion of construction of the Project, have 42 full-time equivalent jobs and approximately \$2,758,000 total payroll; and, within seventy-two (72) months after completion of construction at the Project, have 52 full-time equivalent jobs and approximately \$3,414,000 in payroll. The aforementioned number of total jobs must be retained throughout the incentive period.
2. If BURNS AND SCALO fails to materially meet or maintain the above employment and payroll deliverable for any given calendar year during the course of this Agreement, BURNS AND SCALO shall make a payment in lieu of taxes to Gahanna in the amount equal to 35% of real property taxes abated for that year pursuant to the real property tax exemption granted by this Agreement. This payment in lieu of taxes shall apply only to years where the employment and payroll deliverable has not been met. In determining material compliance with the requirements of Section 1, Gahanna shall consider the effect of market conditions on the Project.

Equal Employment Opportunity, Diversity and Inclusion: In connection with the carrying out of this agreement, BURNS AND SCALO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, national origin, ancestry, disability, age or marital status. The COMPANY is committed to equity, diversity, and inclusion in its workforce and will make good faith efforts to be mindful of same in their employment policies and practices including, but not limited to: recruitment, retention, training, promotion, and compensation.

### **SECTION 3. PROGRAM COMPLIANCE**

1. BURNS AND SCALO shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council and annual reports to Gahanna to evaluate the property owner's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code.

2. Gahanna hereby grants BURNS AND SCALO a tax exemption for only the real property improvements made to the Project site pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts:

Tax Exemption Amount:	<b>70%</b>
Initial Term of Tax Abatement:	<b>12 years</b>

3. The exemption will have no impact upon the existing land valuations of the property as they appear on the 2023 tax information provided by Franklin County, OH. The exemption on improvements commences the first year for which the real property would first be taxable if the improvements were not exempted from taxation.
4. BURNS AND SCALO is required to pay an annual fee equal to that contained in the Development Fee Schedule as authorized in Chapter 148 of the Codified Ordinances of Gahanna. This fee shall be paid once per year for each effective year of this Agreement by the first of March beginning the first year of abatement.
5. BURNS AND SCALO shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property, including assessed values captured during the construction period, and shall file all tax reports and returns as required by law. If BURNS AND SCALO fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
6. BURNS AND SCALO, or the operating business tenants at the Project site, shall maintain a current membership in the Gahanna Area Chamber of Commerce.
7. For BURNS AND SCALO to remain eligible for any benefit to be derived from the terms of this Agreement, all operating business tenants at the Project Site shall, for the length of the incentive term, file Annual Municipal Net Profit Returns with Gahanna, or its designee, in order for Gahanna to verify the information provided therein.
8. Should BURNS AND SCALO, and/or operating business tenants at the Project Site, file the Annual Municipal Net Profit Returns through the Ohio Business Gateway or through some other means directed by the Ohio Tax Commissioner pursuant to Ohio Regulation 5703-41-1, rather than directly with Gahanna, BURNS AND SCALO will forfeit eligibility to receive the property tax abatement incentive benefit for that Reporting Year.

9. Gahanna shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
10. If for any reason the Community Reinvestment Area designation expires or is revoked by Gahanna, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless BURNS AND SCALO materially fails to fulfill its obligations under this Agreement and Gahanna terminates or modifies the exemptions from taxation granted under this Agreement.
11. If BURNS AND SCALO materially fails to fulfill its obligations under this Agreement, or if Gahanna determines that the certification as to the delinquent taxes required by Agreement is fraudulent, Gahanna may terminate or modify the exemptions from taxation granted under this Agreement 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.
12. BURNS AND SCALO hereby certifies that at the time this Agreement is executed, BURNS AND SCALO does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which BURNS AND SCALO is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747 or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, BURNS AND SCALO is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against BURNS AND SCALO. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
13. BURNS AND SCALO affirmatively covenants that it has made no false statements to the State or Gahanna in the process of obtaining approval for Community Reinvestment Area incentives. If any representative of BURNS AND SCALO has knowingly made a false statement to the State or Gahanna to obtain Community Reinvestment Area incentives, BURNS AND SCALO shall be required immediately to return all benefits received under this Agreement pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from Gahanna, any state agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). Any person who 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(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
14. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that BURNS AND SCALO, any successor to that person, or any related member (as those terms are

defined in Division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

15. This Agreement is not transferable or assignable without the express, written approval of Gahanna, which shall not be unreasonably withheld.
16. BURNS AND SCALO and Gahanna acknowledge that this Agreement must be approved by formal action of Gahanna City Council as a condition for this Agreement to take effect.
17. This Agreement may be executed in one or more counterparts, each of which constitutes an original agreement and all of which constitute one and the same original agreement.
18. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the City of Gahanna, Ohio by Shannon Hamons, Housing Officer, and pursuant to Substitute Resolution No. 29-92, 17-95, Resolution 980129 and SR-0003-2005, and Ordinance No. 0020-2024, has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024 and BURNS AND SCALO, by its duly authorized signor, has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BSOH HQ LLC**

**City of Gahanna, Ohio**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Jack Scalo, Executive VP Laurie A. Jadwin, Mayor

Approved as to form:

\_\_\_\_\_  
Priya Tamilarasan, City Attorney

**EXHIBIT A**  
**CRA APPLICATION**