



# City of Gahanna

200 South Hamilton  
Road  
Gahanna, Ohio 43230

## Signature

Ordinance: ORD-0046-2022

File Number: ORD-0046-2022

### AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN OFFICE & INDUSTRIAL INCENTIVE AGREEMENT WITH COLUMBUS AESTHETIC & PLASTIC SURGERY FOR A PERIOD OF 10 YEARS

**WHEREAS**, the City of Gahanna encourages the creation of new job opportunities in the community; and

**WHEREAS**, the Columbus Aesthetic & Plastic Surgery ("CAPS") is desirous of expanding their medical practice in Gahanna, Ohio; and

**WHEREAS**, CAPS intends to create 65 new jobs with an average annual salary of \$150,000, resulting in annual payroll of approximately \$9,750,000; and

**WHEREAS**, ORD-0212-2002 enabled the City of Gahanna to offer an "Office & Industrial Incentive"; and

**WHEREAS**, the City of Gahanna, having the appropriate authority for the stated type of project, is desirous of providing CAPS with incentives for the development of the project; and

**WHEREAS**, the Director of Economic Development has investigated the Application of CAPS and the Incentive Advisory Board has recommended the same to the Gahanna City Council on the basis that CAPS is qualified by financial responsibility and business experience to create new employment opportunities and improve the economic climate of Gahanna.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:**

**Section 1.** That the Mayor is hereby authorized to enter into an Office & Industrial Incentive Agreement with CAPS, main office located at 5005 Arlington Centre Blvd, Upper Arlington, Ohio 43220, in accordance with terms as specified in EXHIBIT A attached hereto and made a part herein.

**Section 2.** That this Ordinance shall be in full force and effect upon passage by this Council and 30 days after date of signature of approval by the Mayor.

At a meeting of the City Council on September 6, 2022, a motion was made by Angelou, seconded by Schnetzer, that this Ordinance be Adopted. The vote was as follows:

Ms. Angelou, yes; Ms. Bowers, yes; Ms. McGregor, yes; Ms. Padova, yes;  
Mr. Renner, yes; Mr. Schnetzer, yes; Mr. Weaver, yes

President   
Stephen A. Renner

Date 09/06/2022



Attest by Jeremy A. VanMeter  
Jeremy A. VanMeter  
Clerk of Council

Date 9/6/2022

Approved by the Mayor Laurie A. Jadwin  
Laurie A. Jadwin

Date 9.6.22

Approved as to Form Raymond J. Mularski  
Raymond J. Mularski  
City Attorney

Date 9-6-22

## OFFICE & INDUSTRIAL INCENTIVE AGREEMENT

This agreement made and entered into by and between the City of Gahanna, Ohio, a municipal government, with its main offices located at 200 S. Hamilton Road, Gahanna, Ohio, hereinafter referred to as the City of Gahanna and Columbus Aesthetics & Plastic Surgery with its main offices located at 5005 Arlington Centre Blvd, Upper Arlington, OH 43220 hereinafter referred to as CAPS, WITNESSETH;

WHEREAS, Gahanna has encouraged the creation of new jobs opportunities in the community; and

WHEREAS, CAPS is desirous of expanding their medical practice in Gahanna, Ohio; and

WHEREAS, the Gahanna City Council, by Ordinance ORD-0212-2002, enabled Gahanna to offer an "Office & Industrial Incentive"; and

WHEREAS, Gahanna having the appropriate authority for the stated type of project is desirous of providing CAPS with incentives for the development of the project; and

WHEREAS, the Director of Economic Development has investigated the Application of CAPS and the Incentive Advisory Board has recommended the same to the Gahanna City Council on the basis that CAPS is qualified by financial responsibility and business experience to create new employment opportunities and improve the economic climate of Gahanna; and

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:

1. CAPS will create 65 (#) new jobs with an average annual salary of \$150,000, which will result in approximately 9,750,000 (\$) of annual payroll.
2. The City shall waive the 5 year maximum term permitted under the program guidelines.
3. The City shall grant CAPS a refundable credit of 30% of the company's net municipal income tax liability for term of 10 years and based upon the City's 2.5% municipal income tax rate.
4. CAPS agrees to remain in Gahanna for an additional five (5) years following the term of the Office & Industrial Incentive and failure to do so may result in CAPS repaying any funds received.
5. CAPS must provide the City with verification of wages paid and taxes withheld annually for jobs during the period outlined under this agreement.
6. CAPS agrees to fully investigate the potential use of the Gahanna Community Improvement Corporation's fiber optic network known as GahannaNet.
7. If CAPS materially fails to fulfill its obligation under this agreement, Gahanna may terminate or modify the provisions granted under this agreement.
8. This agreement is not transferable or assignable without the express, written approval of Gahanna.

9. This agreement may be revised and/or amended throughout its term through the mutual agreement of the parties hereto. Such revisions and/or amendments are and will be subject to applicable Federal, State of Ohio and local laws or ordinances, and any applicable regulations and/or rules of Federal, State of Ohio and local department or agencies possessing authority to implement and/or administer such applicable Federal, State of Ohio and local laws or ordinances.

### **Program Compliance**

1. CAPS shall pay all federal, state and local taxes and shall file all tax reports and returns as required by law. If CAPS 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.
2. If for any reason the Office & Industrial Incentive Program expires or is rescinded by the City of Gahanna, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless CAPS materially fails to fulfill its obligations under this agreement and Gahanna terminates or modifies the incentives granted under this agreement.
3. If CAPS materially fails to fulfill its obligations under this agreement, or if Gahanna determines that the certification as to the delinquent taxes required by this agreement is fraudulent, Gahanna may terminate or modify the incentives granted under this agreement and may require the repayment of the amount of taxes that would have been payable without this agreement.
4. CAPS hereby certifies that at the time this agreement is executed, CAPS 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 CAPS is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, CAPS 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 CAPS. 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.
5. CAPS affirmatively covenants that it has made no false statements to the State or City of Gahanna in the process of obtaining approval for an Office & Industrial Incentive. If any representative of CAPS has knowingly made a false statement to the State or City of Gahanna to obtain an Office & Industrial Incentive, CAPS shall be required immediately to return all benefits received under the Office & Industrial Incentive pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the City of Gahanna. 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 ORC 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.

IN WITNESS WHEREOF, the City of Gahanna, Ohio, by Laurie A. Jadwin, its Mayor, and pursuant to Ordinance 0046-2022, has caused this instrument to be executed this 22nd day of September, 2022

By Laurie A. Jadwin  
Laurie A. Jadwin, Mayor

Approved as to form:

Matthew R. Roth  
Raymond J. Mularski, City Attorney  
MATTHEW R. ROTH, ASSISTANT

Nancy Ballenger  
Nancy Ballenger, HR Asst  
9/22/2022



**NANCY BALLENGER**  
Notary Public, State of Ohio  
My Commission Expires 01-28-2023

IN WITNESS WHEREOF, the Columbus Aesthetics & Plastic Surgery, by Andres Rozo, its Executive Assistant, and pursuant to a Ordinance 0046-2022, has caused this instrument to be executed this 23 day of September, 2022.

By Andres Rozo (signature)  
Lyndra Cook CEO (Name & Title)



**ANDRES ROZO**  
Notary Public, State of Ohio  
My Commission Expires:  
August 16, 2027