

**City of Gahanna and
Community Improvement Corporation of Gahanna
2025 Supplemental Agreement**

This Supplemental Agreement (the “Supplemental Agreement”) is made and entered into on _____, 2025 by and between the City of Gahanna, Ohio (“City”), an Ohio Municipal Corporation, with offices at 200 S. Hamilton Road, Gahanna, Ohio 43230 and the Community Improvement Corporation of Gahanna (“CIC”), with a mailing address of 200 S. Hamilton Road, Gahanna, Ohio 43230 for the services as detailed herein. The City and the CIC are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, the City, on the 19th day of May 2008, adopted Ordinance 0112-2008 authorizing the establishment of a CIC for the purpose of industrial, economic, civic, commercial, distribution and research development in the City.

WHEREAS, the CIC was awarded two grants in the amount of \$486,000.00 from the Ohio Department of Development via the Central Ohio Community Improvement Corporation (COCIC) to demolish buildings on select parcels owned by the Gahanna CIC.

WHEREAS, said grant is a reimbursement grant with terms that require demolition to be completed by December 31, 2025.

WHEREAS, the CIC requires funds in order to fulfill the grant requirements and receive the reimbursement.

WHEREAS, the City, by and through ORD-0046-2025, has appropriated the \$500,000.00 for this purpose.

WHEREAS, the City, on the _____ day of _____, 2025, adopted Resolution RES-0051-2025, wherein the Mayor of the City of Gahanna, Ohio, is hereby authorized to enter into a Supplemental Agreement with the CIC for the repayment of funds required to be advanced for the purposes of fulfilling demolition grant requirements.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and Agreements contained herein, the Parties, intending to be legally bound, agree as follows:

SECTION I – TERM

1. This Supplemental Agreement shall begin on the effective date of the aforementioned Resolution authorizing the Mayor’s signature and shall expire upon full compliance of all terms herein.

SECTION II – CITY OF GAHANNA OBLIGATIONS

1. Pursuant to the terms of the 2025 City-CIC Contract, upon application to the Finance Director of the eligible demolition expenses, the City agrees to pay the CIC up to \$500,000.00, which

has been appropriated by ORD-0046-2025.

SECTION III – CIC OBLIGATIONS

1. The CIC agrees to pay to the City any funds received as reimbursement for demolition expenses from Ohio Department of Development or the Central Ohio Community Improvement Corporation (COCIC) within thirty (30) days of receipt of said funds.

SECTION IV – MISCELLANEOUS PROVISIONS

1. Each and every covenant, term, and condition of the 2025 City-CIC Agreement remain in full force and effect and this Supplemental Agreement shall not constitute a modification of said Agreement.
2. In the event any term or provision of this Supplemental Agreement shall for any reason be held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision herein.
3. This Supplemental Agreement shall be enforceable between the Parties. Unless otherwise expressly agreed to in writing by the Parties, no other person, entity, organization, or group shall have rights under this Supplemental Agreement.
4. Unless agreed to by the Parties, no third party shall have any rights under this Supplemental Agreement as a third-party beneficiary.
5. Whenever there is a conflict between any provision of this Supplemental Agreement, and any new law, rule, or regulation, such law, rule, or regulation shall prevail and this Supplemental Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.
6. This Supplemental Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the Gahanna City Code and the laws of Ohio. Any controversy of claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Supplemental Agreement, whether between the Parties, or of either of the Parties' employees, agents, staff, members, elected officials, or affiliates, will be resolved in the appropriate court in Franklin County, Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2025.

City of Gahanna

Community Improvement Corp. of Gahanna

By: _____
Laurie A. Jadwin, Mayor

By: _____
President

Approved as to Form:

Priya Tamilarasan, City Attorney