



CITY OF PATASKALA

RESOLUTION 2022-008

Passed January 18, 2022

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR ECONOMIC DEVELOPMENT AND PUBLIC POLICY CONSULTING SERVICES WITH THE MONTROSE GROUP, LLC

WHEREAS, the City of Pataskala currently does not have an economic development team in place and would like assistance with its economic development efforts; and

WHEREAS, the City of Pataskala has several economic development sites, including the JRS Pataskala Corporate Park, that it wants to market to real estate brokers, developers and companies for new capital investment and job opportunities. The City also would like to enhance its relationship with its partners in the area including Etna Township, Licking County, and Southwest Licking Community Sewer and Water District; and

WHEREAS, Council for the City of Pataskala also wants to examine whether the economic development incentives and tools it has in place are adequate or if it needs to develop new tools to attract investment; and

WHEREAS, last year, the City of Pataskala started working with The Montrose Group, LLC to help with the City's economic development endeavors. However, the engagement ended on December 31, 2021; and

WHEREAS, Council for the City of Pataskala now wants to reengage The Montrose Group for the coming year.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF ALL MEMBERS PRESENT CONCURRING THAT:

Section 1: Council for the City of Pataskala hereby authorizes and directs the City Administrator to execute a Professional Services Agreement, in substantially the same form and content as the Agreement attached hereto as Exhibit A and incorporated herein by reference, with The Montrose Group, LLC.

Section 2: It is hereby 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 Council and that all deliberations of the Council and any of the decision-making bodies of the City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.


Section 3: This Resolution shall take effect at the earliest time allowed by the Charter of the City of Pataskala.

ATTEST:


Kathy M. Hoskinson, Clerk of Council


Michael W. Compton, Mayor

APPROVED AS TO FORM:


Brian M. Zets, Law Director



The Montrose Group, LLC

November 15, 2021

Mr. Tim Hickin
City Administrator
City of Pataskala
621 W. Broad Street
Pataskala OH 43062

Dear Tim:

At your request, The Montrose Group, LLC (“Montrose”) is pleased to present the City of Pataskala (“Pataskala” or the “City”) with a professional services agreement for economic development and public policy consulting services (“this Agreement”). Montrose looks forward to working with you and will do our best to provide quality consulting services in a responsive, efficient manner. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing consulting services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Scope of Work. The city of Pataskala is on the western edge of Licking County with a population of nearly 16,000. The City has grown considerably over the last two decades with the development of single-family homes and the growth of industry as Central Ohio development has moved east into Pataskala. The City does not have an economic development team in place and is looking for assistance with its economic development efforts. The City has several economic development sites, including the JRS Pataskala Corporate Park that it would like to market to real estate brokers, developers and companies for new capital investment and job opportunities. The City would like to enhance its relationship with its partners in the area including Etna Township, Licking County, and Southwest Licking Community Sewer and Water District. The City would like to determine if the economic development incentives and tools it has in place are adequate or if it needs to develop new tools to attract investment. Montrose will perform the following scope of work to assist the City with these economic development efforts.

Montrose will provide the City of Pataskala with ongoing economic development advisory consulting services that include:

- **General economic development consulting.** The City of Pataskala does not have an economic development director or an economic development team. Montrose will serve as the economic development team for the City and will answer economic development inquiries from existing businesses and respond to leads for sites and buildings that come to the City from GROW Licking County, One Columbus, JobsOhio, real estate brokers, developers and business prospects. Montrose will provide a bi-weekly report of its activities to the City Administrator. Montrose will provide virtual and in-person reports to City Council at the direction of the City Administrator. Montrose will work with City administration and its legal team on development agreements and legislation that are derived from economic development projects. Montrose will provide economic development project support and advice to City administration and City Council. Montrose will identify and pursue grants and loans from federal and state sources for projects that will create jobs and capital investment from the US Department of Commerce Economic Development Administration, US Department of Agriculture Rural



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Development Administration, JobsOhio, Ohio Development Services Agency and other federal and state agencies.

- **Economic development incentive analysis, establishment and reporting.** Montrose will provide an analysis of the terms and conditions and fiscal impact of proposed economic development incentives, including tax abatements and tax credits to the City administration and City council. This analysis will include a return-on-investment analysis that will ensure that the City of Pataskala receives a positive return from economic development incentives including tax abatements and tax credits. The City of Pataskala has four Community Reinvestment Areas (CRA) in place today: Columbia Center CRA, Old Village CRA, Pataskala CRA#1, and Pataskala Summit Station-Gateway CRA. According to the Ohio Development Services Agency there are not any active CRA agreements in these CRA areas. The City of Pataskala also is part of Enterprise Zone (EZ) 091C which is administered by GROW Licking County. There is one enterprise zone agreement in this area with the AEP Ohio Transmission Company. Montrose will examine these CRA areas and EZ areas to determine their effectiveness and the policy and guidelines that allow new tax abatement agreements to occur in these areas. Montrose will make recommendations to the City about the need to keep these CRA and EZ areas in place, if they need to be combined or expanded, and if new CRA and EZ areas need to be established. If it is determined that new CRA and EZ areas are needed, or these areas need to be expanded or combined, Montrose will develop the application for the Ohio Development Services Agency, create legislation for the City, perform the necessary housing studies, and create policies and guidelines for the use of the CRA and EZ tax abatement programs. Montrose will also work with companies that have active agreements to determine the annual reports that are needed to report to the Licking County Tax Incentive Review Council and the Ohio Development Services Agency. In addition to the tax abatement areas in the City, Pataskala can offer companies that export a deferral or exemption of duties as part of Foreign Trade Zone 138 region that is administered by the Columbus Regional Airport Authority. Montrose will examine how many agreements are in place today as well as the marketing and effectiveness of that program. Montrose will also provide advice on additional economic development incentives, including tax credits, grants and loans that the City may want to implement to retain and attract jobs and capital investment.
- **Facilitation of discussions with local partners.** The City of Pataskala has agreements in place with Licking County, Etna Township, the Southwest Licking Community Sewer and Water District, and the Licking-Heights School District and the Southwest Licking School District for the JRS Pataskala Corporate Park. For the Park there are Development and Compensation Agreements with these entities, which include a Tax Increment Financing District (TIF), Community Reinvestment Area (CRA), and Joint Economic Development District (JEDD). Discussions need to occur with each of these entities to gain their understanding of these agreements, their responsibilities under each agreement, and the effectiveness of these agreements 11 years after they were put in place. Over a 3-6 month period, Montrose will arrange and facilitate meetings with each of these entities to discuss the development and compensation agreements and the details and impact of the agreements. The economic development and public finance incentives that are in place have yet to produce any financial results for the City or its partners. Montrose will work with the City and its partners to determine if these agreements should remain in place, should be amended or should be unwound.



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- **Site development planning.** In addition to the JRS Pataskala Corporate Park the City has several properties available for development along Mink St and Broad St, according to JobsOhio's Zoom Prospector database. The City is currently completing a land use comprehensive plan that will identify proposed development areas. Based on the sites that are currently in JobsOhio's Zoom Prospector, and those that are identified in the comprehensive plan, Montrose will determine the sites that already have the economic development tools and incentives in place to attract new investment and those that do not have those tools in place. Montrose will help to determine the investment that is needed in those sites to make the ready for development. This will be done in conjunction with the City's engineering partner. Montrose will lay out a plan for the development of these sites and prioritize the sites by their job readiness.
- **Marketing Support.** Montrose will develop a contact list of real estate brokers, industrial developers, and site selection consultants that focus on logistics/distribution and manufacturing that will include JLL, CBRE, Colliers, NorthPoint Development, Core5 Development, TPA Development, Xebec Development, Exeter Development, CA Industrial, Clayco Realty Group (CRG) and others. Based on this contact list Montrose will reach out to these Real Estate Brokers, Developers, and Site Selection Consultants through a series of letters, postcards, emails, and phone calls, to avail them of the advantages of locating businesses in Pataskala as well as the available properties and buildings. Along with Pataskala administration and staff, Montrose will host, virtually and in-person, tours of Pataskala with the identified Real Estate Brokers, Developers, and Site Selection Consultants that are interested in learning more about the opportunities in Pataskala.

Professional Undertaking. Nate Green, Partner and Director of Economic Development, Jamie Beier Grant, Manager of Economic & Workforce Development, Dave Robinson, Principal, and Tim Biggam, Director of Government Relations will have primary responsibility for this project. Other professionals may be added to the assignment. As Montrose is a consulting firm, this representation will not include any legal services. We understand that our representation will be of the City as an entity, and not of its individual members, managers, or officers. We will look solely to you for instructions regarding both the consulting services to be performed, as well as the resolution of any issues that may arise in the course of such services.

Confidentiality. Montrose acknowledges that all Work Product, including, developed ideas, concepts, know-how, knowledge, techniques, tools, approaches, and methodologies which may be reflected in any presentations, reports, or other deliverables, provided by Montrose in connection with this agreement, including all work-in-progress are confidential and proprietary to the City and may be disclosed only with the express permission of the City. Montrose agrees that all information of the City received by Montrose during or through Montrose's performance under this agreement shall be considered the confidential information of the City. The obligations of Montrose under this section shall survive the termination of this Agreement.

Economic Development Consulting Fees. The City shall pay Montrose a monthly fee of \$4,000.00 to provide economic development and public policy consulting services under the terms and conditions set forth herein ("Retainer Fee"). Montrose is not entitled to, and shall not be paid, any additional costs or expenses under this Agreement, other than the Retainer Fee, for services performed under this Agreement. This term of this Agreement shall begin on the date executed below and end one year later, unless terminated earlier by the City. The City may terminate this



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Agreement at any time, for any reason or no reason at all, upon 30-days' written notice to Montrose. Montrose shall send the City an invoice, which details the work that Montrose performed the previous month, who from Montrose performed the work, and when the work was performed, by the 10th of each month.

Compliance with Laws. Montrose shall comply with and be bound by all applicable laws and regulations, including but not limited to laws and regulations relating to the payment of commissions, ethical business conduct and anti-corruption. Montrose hereby represents and warrants that neither it nor any of its employees nor anyone else acting on its behalf has made, nor will they make, directly or indirectly, any payment, loan or gift (or any offer, promise or authorization of any such payment, loan or gift) of any money or anything of value to or for the use of any private businessmen, commercial organization or foreign officials.

General. This agreement supersedes all prior oral and written communications between the City and Montrose and may be amended, modified or changed only in writing when signed by both parties. No term of this agreement will be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent. Both parties each acknowledge that it may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond reasonable control. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to conflict of law rules. If any portion of this agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect the parties' mutual intention. This agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this agreement.

Conclusion. We are pleased to have the opportunity to provide consulting services to the City of Pataskala. We request that you review this letter carefully and, if they comport with your understanding of our respective responsibilities, please let us know.

Very truly yours,

David J. Robinson, Principal
Montrose Group, LLC

I hereby agree to the terms and conditions of this agreement on behalf of the City of Pataskala and agree to the fee:

Tim Hickin
City Administrator

Date