



CITY OF PATASKALA

**RESOLUTION 2023-029**

Passed March 20, 2023

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR ECONOMIC DEVELOPMENT WITH GROW LICKING COUNTY IMPROVEMENT CORPORATION**

**WHEREAS**, Grow Licking County Improvement Corporation (“Grow Licking County”) is an Ohio not-for-profit corporation organized to advance, encourage, and promote industrial, economic, commercial, and civic development in Licking County, Ohio, and to assist local governments in economic-development, such as retention and expansion of existing business and the enterprise-zone and community reinvestment-areas programs; and

**WHEREAS**, Council for the City of Pataskala believes Grow Licking County can help the City attract employers and employees, create employment opportunities, and improve the economic welfare of Pataskala residents and businesses; and

**WHEREAS**, last March, the City of Pataskala entered into a 1-year agreement with Grow Licking County. The total cost of the 2022 Agreement was \$12,500, or \$3,125/quarter. Council for the City of Pataskala now wants to enter into another 1-year agreement with Grow Licking County at the same cost.

**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 an Agreement for Economic Development, in substantially the same form and content at the Agreement attached hereto as Exhibit A and incorporated herein by reference, with Grow Licking County Improvement Corporation.


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

## AGREEMENT FOR ECONOMIC DEVELOPMENT

This Agreement for Economic Development (“Agreement”) is entered by and between the City of Pataskala, Ohio, (“City”) an Ohio municipal corporation, and Grow Licking County (“GLC”), an Ohio not-for-profit corporation doing business as Grow Licking County Community Improvement Corp., (collectively the “Parties”).

### **Background**

- A. GLC is organized to advance, encourage, and promote industrial, economic, commercial, and civic development in Licking County, Ohio, and to relieve county government from any responsibility for economic-development functions such as retention and expansion of existing business and the enterprise-zone and community-reinvestment-areas programs.
- B. The City wants to attract employers and their employees, create employment opportunities within the City, and improve the economic welfare of all Pataskala residents and businesses.
- C. The City and GLC agree that GLC has the ability to attract employers and their employees, create employment opportunities within Pataskala, and improve the economic welfare of people in Pataskala and perform the functions of an economic-development director for the City.

### **Agreement**

The Parties therefore agree as follows:

- 1. **The Work.** GLC will:
  - (A) Advance, encourage, and promote industrial, economic, commercial, and civic development in Pataskala, Ohio, through regional marketing efforts for Licking County.
  - (B) Work with the City to implement business retention and expansion strategies to proactively connect with existing businesses to understand and respond to their needs.
  - (C) Maintain and update the countywide property database ZPE Zoom Prospector with properties being marketed for economic development projects.
  - (D) Distribute leads from JobsOhio and One Columbus and submit qualifying properties for consideration through the established ZPE Zoom Prospector system.

(E) Engage with state and local partners through the Licking County Works program to promote and expand workforce strategies and initiatives countywide.

## 2. Compensation

1.1 **Compensation and Payments.** City shall pay GLC quarterly payment of \$3,125.00. The first payment shall be due within thirty days of the Effective Date. If this Agreement is terminated before the end of the Term, GLC shall return a prorated monthly share, as described and discussed in Section 4.6.

3. **Term.** This Agreement shall begin on March 1, 2023 (“Effective Date”) and continue for one year, unless terminated earlier.

## 4. Miscellaneous Provisions

4.1 **Entire Agreement.** This Agreement constitutes the Parties’ sole agreement concerning its subject matter. It supersedes any prior written or oral agreements or communications between the Parties. It may not be modified except in a writing signed by the Parties.

4.2 **No Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, which consent may be withheld with or without cause. An assignment will not relieve either party of any contractual obligations. GLC’s entering into contracts with subcontractors is not considered an assignment for purposes of this Agreement.

4.3 **Successors and Representatives.** This Agreement binds and inures to the benefit of the Parties and their respective successors and, where permitted, assignees.

### 4.4 Notices

(A) **Method.** All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the respective party at the party’s address set forth below or at whatever other address the party specifies in writing.

City of Pataskala  
Attn: City Administrator  
621 W. Broad Street  
Pataskala, OH 43062

Grow Licking County  
Attn: Executive Director  
33 W. Main Street, Suite 104  
Newark, OH 43055

(B) **Effective Date of Notices.** Notices take effect when an agent of one party locates an authorized agent of the other party and tenders the notice to that agent. If a notice is served by mail, it takes effect on the third day after the notice is deposited in a mailbox or handed to a postal worker. If the Notice is served by overnight carrier (i.e. FedEx, UPS, etc.) it shall take effect on the day delivered.

4.5 **Severability.** If any part of this Agreement is for any reason held to be invalid, the rest of it remains fully valid.

4.6 **Termination.** Either Party may terminate this Agreement, upon sixty days' notice, for any reason or no reason at all. If this Agreement is terminated, GLC shall return the prorated monthly share (\$1.041.66/mo.), calculated from the Notice's effected date to end of the quarter.

4.7 **Interpretation.** Unless the context requires otherwise:

(A) the term "including" contemplates "including but not limited to"; and

(B) when referring to any party, the plural includes the singular and vice versa.

4.8 **Applicable Law and Venue.** This Agreement shall be governed by Ohio law, without regard to the state's choice-of-law rules, and the venue for any litigation is Licking County.

4.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures and signatures provided electronically in .pdf format by the Parties shall be binding to the same extent as original signatures.

*[Signatures Appear on the Following Page]*

**City of Pataskala, Ohio**

By: \_\_\_\_\_  
Timothy O. Hickin  
City Administrator

Date: \_\_\_\_\_

**Grow Licking County Community Improvement Corp.**

By: \_\_\_\_\_  
Alexis Fitzsimmons  
Executive Director

Date: \_\_\_\_\_

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code § 5705.01 to § 5705.47.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director