



The Montrose Group, LLC

January 6, 2025

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 the industry as Central Ohio's 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. With the attraction of Illuminate and other activities in the Pataskala Corporate Park, the City would like to attract other commercial users, including retail, restaurants, and hotels. The City would like to update the school compensation agreement and analyze and 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. The City would like to work with its partners at the federal and state levels to obtain public funding for its infrastructure and community projects. Montrose will perform the following scope of work to assist the City with these economic development and project funding efforts.

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

General economic development consulting.

- Answer economic development inquiries from businesses and respond to leads for sites and buildings.
- Advise the city on legislation derived from economic development projects.
- Provide economic development project support and advice to the city.
- Advocate for state and federal grants and loans to spur job and capital investment creation.

Economic development incentive analysis, establishment, and reporting.

- Update the School Compensation Agreement with SWLSD, LHSD and CTEC
- Analyze tax incentive terms and conditions and fiscal impacts on the city.



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- Send CRA and TIF agreements to the Ohio Department of Development for reporting purposes.
- Coordinate with the Licking County Auditor that CRA and TIF agreements and tax forms are filed.
- Provide reports to the Licking County Incentive Review Council of active CRA and EZ agreements.
- Develop policy recommendations for the use of New Community Authority (NCA) and TIF for residential projects.

Site development planning.

- Assist in attracting restaurants and hotels in response to the development of the Pataskala Corporate Park and new housing developments.
- Analyze sites outside the Corporate Park to determine if they are prepared for commercial and industrial development.
- Develop the tools and incentives for sites prepared for job creation and capital investment to attract new investment.
- Help determine the investment needed in those sites to prepare them for development.
- To attract new commercial and industrial investment, develop a contact list of real estate brokers, developers, and site selection consultants.
- Host virtual and in-person city tours with the commercial and industrial contact list.

Project Financing Advocacy.

- *Planning.* Develop an advocacy strategy to gain local and state government support for the city's project funding initiatives, including an expanded wastewater treatment plant to get on the Ohio EPA-approved list.
- *Policy Messaging.* Develop a public policy message tied to the economic development and job benefits for the state of Ohio and the Central Ohio region when advocating for project funding.
- *One Page Policy Brief.* Develop a one-page policy brief document to serve as the basis for all project financing requests.
- *Funding Applications.* Assist the city in developing state and federal funding applications.
- *Partners.* Assist the city in developing grassroots supporters of the project funding requests by developing supportive letters, meetings, and communications.
- *Regional Advocacy.* Advocate for the city's project funding requests with regional business and political leaders.
- *State of Ohio Advocacy.* Montrose will work with the city to develop a policy agenda focused on the next state operating budget and advocate for the city's project funding and policy requests with the governor's office, state agencies, and the Ohio General Assembly.

Professional Undertaking. Nate Green, Partner and Managing Director of Economic Development, Ryan Scribner, Director of 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



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solely to you for instructions regarding both the consulting services to be performed and 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 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 \$5,500.00 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 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 will be excused unless the waiver or consent is in writing and 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.



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Conclusion. We are pleased to have the opportunity to provide consulting services to the City of Pataskala. Please review this letter carefully and let us know if the services provided comport with your understanding of our respective responsibilities.

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