



The Montrose Group, LLC

March 14, 2023

Daryl Hennessy
Assistant City Administrator
9 E. Granville Street, P.O. Box 508
Sunbury, Ohio 43074

Dear Daryl:

At your request, The Montrose Group, LLC (“Montrose”) is pleased to present the City of Sunbury (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 Sunbury is located in Delaware County in Central Ohio. The City of Sunbury has experienced significant growth over the past 20 years. As of the 2020 census the population of the City of Sunbury is 7,344, up 267% since 2000 when the population was 2,743. The City has been a beneficiary of being in Delaware County which has been the fastest growing County in Ohio for the past two decades and ranks among the fastest growing counties in the United States. The City does not have an economic development director, and its elected and appointed leadership is looking for assistance from Montrose to manage current and future development needs of the City. Montrose will perform the following scope of work to assist the City with its economic development efforts.

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

1. **General economic development consulting.** The City of Sunbury 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 work with City leadership to answer economic development inquiries from existing businesses and respond to leads for sites and buildings that come to the City from Delaware 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 agencies such as the US Department of Commerce Economic Development Administration, JobsOhio, Ohio Department of Development, and other federal and state agencies.
2. **Economic Development Benchmarking and Priority Setting.** Montrose will examine the economic development tools and agreements the City currently has in place, benchmark



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the City against other successful communities in Ohio and surrounding states, and develop an economic development benchmarking report for City leadership. Montrose will work with City leadership through a series of listening sessions with the administration and Council to understand the needs and priorities of the City. Based upon the benchmarking report and listening sessions, Montrose will develop a series of recommendations for the City to implement to improve its economic development programs and undertake new programs. Montrose will work with City leadership on the implementation steps identified in the report.

3. **Economic development agreement review, impact analysis, incentive analysis and modeling.** Montrose will provide an analysis of the terms and conditions and fiscal impact of proposed economic development incentives, including tax abatements, tax increment financing districts (TIF), and new community authority (NCA) to the City. This analysis will include a return-on-investment analysis that will ensure the City receives a positive return from economic development incentives including tax abatements, TIF, and NCA. Montrose will provide this review on agreements that the City already has in place and those being proposed in the future. Montrose will provide economic impact analyses of development projects including using economic modeling software such as ESRI and IMPLAN. Montrose will provide an introductory checklist of required items needed from developers and businesses that want to engage the City in economic development projects through the use of CRA, TIF, and NCA. Montrose will provide economic development incentive financial modeling of proposed developments to determine the value of tax abatement, TIF, and NCA and to fund public infrastructure improvements for the projects. Montrose will work with the City to determine and model the economic development incentives that should be used for development projects, and how they will benefit the City and the project. Montrose will work with the City to benchmark its economic development incentives against other communities in Central Ohio to determine the competitiveness and effectiveness of its economic development incentives. Montrose will also provide advice on additional economic development incentives, including grants and loans that the City may want to implement to retain and attract jobs and capital investment.
4. **Community Improvement Corporation (CIC) establishment.** CICs in the state of Ohio allow municipalities to engage in public-private partnerships for economic development projects. A CIC is board of members of the public and private sector, appointed by City administration and Council to assist the City in economic development projects. Montrose will examine the use of a CIC in the City and provide recommendations on the establishment of a CIC. Montrose will provide various CIC models around the state that could work in the City and how the CIC would be established, managed and utilized for economic development efficiency. If the City determines to establish a CIC, Montrose will work with City administration and council to manage the CIC.

Professional Undertaking. Nate Green, Partner and Managing Director of Economic Development, Jamie Beier Grant, Director of Economic Development Planning, and Harrison Crume, Manager of Economic Development 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.



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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, and pre-approved expenses, 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 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 Sunbury. We request that you review this letter carefully and, if they comport with your understanding of our respective responsibilities, please let us know.



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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 Sunbury and agree to the fee:

Daryl Hennessy
Assistant City Administrator

Date