



RESOLUTION 02-2024 OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE AN AGREEMENT AND/OR PURCHASE ORDER WITH THE MONTROSE GROUP, LLC TO ASSIST THE VILLAGE OF ASHVILLE WITH ECONOMIC DEVELOPMENT INCENTIVES, THE FORMATION OF THE ASHVILLE NEW COMMUNITY AUTHORITY, TO EXECUTE OTHER CONTRACTS AS REQUIRED, AND DECLARING AN EMERGENCY.

WHEREAS, the Village Council is responsible for the health and safety of the Village of Ashville; and
WHEREAS, the Village of Ashville Council can authorize the execution of Development Agreement; and
WHEREAS, the Village of Ashville wishes to protect the village and established parameters of cooperation for Economic Development; and

Whereas, the Village of Ashville has agreed to the formation of a New Community Authority through Ordinance 2023-08, 2023-09, and Resolution 22-2023.

NOW, AND HEREAFTER BE IT RESOLVED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

SECTION ONE

The Village of Ashville Council approves The Montrose LLC Agreement, Exhibit A, to be executed by the Village Administrator and Fiscal Officer.

SECTION TWO

That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the Village and the further reason that the Village needs to execute this agreement as soon as possible so as to not delay this project (and the amendment). Wherefore, provided this resolution receives the required affirmative votes of Council, this Resolution shall take effect and be in force immediately upon passage by Council.

Therefore, this resolution will take effect at the earliest time allowed by law.

Offered by: R. David Rainey
Seconded to the Motion Offered by: Chad Noggle

Upon roll call on the adoption of the resolution, the vote was as follow:

Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No
Roger L. Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Colton Henson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Randy S. Loveless	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Chad Noggle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	R. David Rainey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Scholl	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ADOPTED THIS THE 4TH DAY OF MARCH, 2024
EFFECTIVE THIS THE 4TH DAY OF MARCH, 2024

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 3/5/2024

APPROVED:

Stephen E. Welsh, Mayor

DATE: 3/5/2024

Prepared: 02/01/2024
Revised Date: 02/21/2024
Review Date:

CERTIFICATE OF RECORDING OFFICER
I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 1st day of April 2024, and that I am duly authorized to execute this certificate.

(Original signature of April D. Grube)

Clerk-Fiscal Officer
(TITLE)



The Montrose Group, LLC

January 22, 2024

Mr. Franklin Christman
Village Administrator
Village of Ashville
P.O. Box 195
200 East Station Street
Ashville, OH 43103

Dear Franklin:

At your request, The Montrose Group, LLC (“Montrose”) is pleased to present the Village of Ashville, Ohio ("Village" or "Ashville") with an agreement for economic development consulting services. 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 Village of Ashville is seeking assistance with the development of incentive policies and best practices as it anticipates utilizing New Community Authorities (NCA), Community Reinvestment Areas (CRA), Port Authority Sales Tax Exemptions and other public finance programs to support various development initiatives. To assist the Village in these efforts Montrose will perform the following duties:

- Assist with the development of an agreement between the Village and the newly formed NCA that will provide for the NCA to reimburse the Village for consulting and legal fees associated with the creation and administration of the NCA once NCA revenues are realized.
- Assist in the development of economic development incentive framework/policy. This will include benchmarking against other communities’ NCA structure and revenue utilization, incentive return on investment calculations and economic impact calculations for various development projects.
- Evaluate options and make recommendations for how to assess and implement impact fees and/or NCA charges for existing or new businesses that locate in or seek annexation into the Village.
- The Village of Ashville does not have an economic development director or an economic development team. Montrose will serve as the economic development advisor for the Village and will work with Village leadership to answer economic development inquiries from existing businesses and respond to leads for sites and buildings that come to the Village. Montrose will work in close coordination with the Pickaway Progress Partnership and Pickaway County Port Authority to seek alignment with the broader economic development efforts of Pickaway County. Montrose will provide a bi-weekly report of its activities to the Village administration. Montrose will provide virtual and in-person reports to Village Council at the direction of the Village administration. Montrose



The Montrose Group, LLC

will work with Village 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 Village administration and Village 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.

Professional Undertaking. Nate Green, Partner and Managing Director of Economic Development and Ryan Scribner, Director 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 Ashville 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 Ashville and may be disclosed only with the express permission of Ashville. Montrose agrees that all information of Ashville received by Montrose during or through Montrose's performance under this agreement shall be considered confidential information of Ashville. The obligations of Montrose under this section shall survive the termination of this Agreement.

Economic Development Planning Fees and Term. Montrose proposes a set fee of \$3,500 a month for economic development consulting services. The fee will be paid within 30 days of the delivery of an invoice following the completion of the Village Council briefing. The agreement will commence upon signing by both parties. The term of this Agreement shall begin on the date executed below and end one year later unless terminated earlier by the Village. The Village 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 Village 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 Ashville 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



The Montrose Group, LLC

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 Village of Ashville, Ohio. 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,

Nathan V. Green
Director, Economic Development
Montrose Group, LLC

I hereby agree to the terms and conditions of this agreement on behalf of the Village of Ashville, Ohio:

Franklin Christman, Village Administrator
Name, Title

Signature

March 5, 2024

Date

April Grube, Fiscal Officer
Name, Title

Signature

3/5/2024

Date