

ORDINANCE C-66-11

AN ORDINANCE TO APPROPRIATE \$2,542,032.57 FROM THE PINNACLE TIF FUND FOR THE CURRENT EXPENSE OF FINANCING, CONSTRUCTING AND EQUIPPING A FIRE STATION

WHEREAS, in 2003, Council approved Ordinance C-124-03 which authorized and approved a pre-annexation agreement for the Pinnacle Development; and

WHEREAS, as part of this Agreement, the City agreed to "finance and cause to be constructed, and equipped a fire station" that would directly benefit the residents of the TIF District as set forth in Ordinance C-86-04, using TIF revenue bonds or other financing methods acceptable to the City; and

WHEREAS, the Agreement provided that the Fire Station "shall contain at least 4,000 square feet of livable area, with at least two equipment bays containing at least 2,500 square feet each, and a total floor space of at least 10,000 square feet, plus twenty on-site parking spaces."

WHEREAS, the Agreement further provided that the "City shall provide Jackson Township one new Fire Engine Pumper" and "one new Medic Vehicle"; and

WHEREAS, the total cost for the station and equipment was estimated to be \$2,475,000.00 (\$2,000,000.00 for the Fire Station, \$300,000.00 for the Fire Engine Pumper and \$175,000.00 for the Medic Vehicle) in 2004 dollars; and

WHEREAS, the Director of Finance for the City has determined that the City's current total obligation, factoring in inflation, is \$2,542,032.57; and

WHEREAS, the Pinnacle TIF currently has sufficient funds available to finance the City's obligation as outlined in the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$2,542,032.57 from the unappropriated monies of the Pinnacle TIF Fund to account #203-2001-9100-513 for the Current Expense of financing, constructing and equipping a fire station.

SECTION 2. The Cooperative Agreement for Fire Station and Equipment attached as Exhibit A and incorporated into this Ordinance is hereby approved.

SECTION 3. The City Administrator, for and in the name of the City, is hereby authorized to execute and deliver said agreement to Jackson Township.

SECTION 4. No funds shall be released under this appropriation until the City and the Developers, on the original Agreement, determine the "exterior aesthetics of the Fire Station" as required in Section 3(g)(2) of the Agreement.

SECTION 5. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

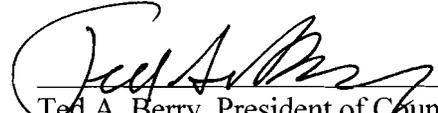
Passed: 12-19-11

Effective: 12-19-11

Attest:

I certify that this ordinance is correct as to form.

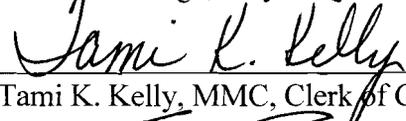
I certify that there is money in the treasury, or is in the process of collection to pay the within ordinance.



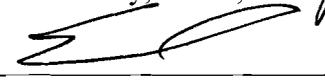
Ted A. Berry, President of Council



Richard L. Stage, Mayor



Tami K. Kelly, MMC, Clerk of Council



Stephen J. Smith, Director of Law



Michael A. Turner, Director of Finance

COOPERATIVE AGREEMENT FOR FIRE STATION AND EQUIPMENT

This Cooperative Agreement for Fire Station and Equipment (this "Agreement") is entered into by and between the City of Grove City, Ohio, an Ohio municipal corporation (the "City") and Jackson Township, Franklin County, Ohio (the "Township") as of the last date set forth below (the "Effective Date") pursuant to the laws of the State of Ohio, including Ohio Revised Code Section 715.02.

WITNESSTH:

WHEREAS, M/I Homes of Central Ohio, LLC and Pinnacle Development Company of Grove City, Ltd. (together, the "Developers") and the City entered into a Pre-Annexation and Development Agreement effective as of December 15, 2003 (the "Pre-Annexation Agreement"), for the development of 594± acres of real property within the Township and generally known as the Pinnacle development, which property is generally bounded by White Road to the north, Holton Road and Billy Joe Run to the south, Interstate 71 to the west and State Route 104 to the east (the "Property"); and

WHEREAS, the Township's fire department provides fire protection and emergency medical services to residents of the Township and the portion of the City within the Township, including the Property; and

WHEREAS, in order to enable the Township's fire department to meet the increased demand placed on it by the development of the Property, the Pre-Annexation Agreement requires the City to finance and cause to be constructed, purchased and equipped a fire station (the "Fire Station"), a new fire engine pumper (the "Fire Engine") and a new medic vehicle (the "Ambulance"), each with specifications approved by the Township's Fire Chief and all for the mutual benefit of residents of the City, the Township and the Property; and

WHEREAS, the Developers have conveyed to the Township, pursuant to the Pre-Annexation Agreement, approximately 4.537 acres of property located at 2050 Holton Road (Parcel Id 160-000901-00) on which the Fire Station is proposed (the "Fire Station Site"); and

WHEREAS, in order to provide for the efficient and effective delivery of fire protection and emergency medical services for the mutual benefit of residents of the City and the Township, including those residing on the Property, the parties now desire to enter into a cooperative agreement providing for the joint financing, construction of the Fire Station and the purchase of a Fire Engine and the Ambulance in satisfaction of the obligations contained in the Pre-Annexation Agreement;

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in this Agreement, the City and the Township agree to the foregoing and as follows:

Section 1. Constructing, Purchasing and Equipping the Fire Station, Fire Engine and Ambulance. The Township will complete the construction and equipping of the Fire Station on the Fire Station Site and purchase and place in service the Fire Station, Fire

Engine and Ambulance, no later than two years from the Effective Date. The parties agree that the Fire Station Site complies with NFPA 1500 standards for rapid response for fire and medical emergencies on the Property.

The Township will design and construct the Fire Station so that it contains at least 4,000 square feet of livable area, with at least two equipment bays containing at least 2,500 square feet each, and a total floor space of at least 10,000 square feet, plus twenty on-site parking spaces. The Township will honor any requests from the City or the Developers regarding the exterior aesthetic design of the Fire Station.

Section 2. City Contributions. The City will contribute to the Township the costs of constructing and equipping the Fire Station, purchasing and equipping the Fire Engine, and purchasing and equipping the Ambulance up to a maximum of \$2,542,032.57 within thirty (30) days of receiving written notice from the Township that it has awarded contracts for constructing the Fire Station that comply with the design and location requirements of Section 1. The City's contribution must be used for costs of permanent improvements as defined in Ohio Revised Code Section 133.15(B) with at least a five-year useful life. The Fiscal Officer of the Township will provide a certificate that any expenditures of the City's contribution comply with the foregoing requirements, which certification is subject to the reasonable review and confirmation of the City's Director of Finance.

The Township shall provide the City written notice that it has awarded a purchase contract for the Fire Engine and an Ambulance.

Notices to the City must be sent by nationally recognized overnight service, certified mail (return receipt requested) or hand delivered with receipt acknowledged by the City to: City of Grove City, 4035 Broadway Street, Grove City, Ohio 43123, Attention: Director of Finance, with a copy to the Director of Law at the same address.

The foregoing contributions may only be used for the purposes described herein and the Township will return to the City any funds that are not spent for those purposes on the third anniversary of the Effective Date. The Township will provide a full accounting of the use of the foregoing contributions at the request of the City and upon each of the completion of the Fire Station and purchase of the Fire Engine and Ambulance.

The City and Township agree that the foregoing contributions satisfy the City's obligations under the Pre-Annexation Agreement to finance and cause the construction, equipping and purchase of the Fire Station, Fire Engine and Ambulance.

Section 3. No Assignment. Neither party to this Agreement may assign any of its obligations or benefits under this Agreement without the written consent of the other party.

Section 4. Entire Agreement. This Agreement constitutes the entire agreement between the parties relative to the matters contained herein and supersedes all prior agreements and understandings between the parties.

Section 5. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signed signature pages, each of which executed and delivered will be

an original with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or signature pages may be removed from any one or more copies of this Agreement and annexed to other counterparts or signature pages to form a completely executed original instrument.

Section 6. No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation is an obligation of any present or future member, officer, agent or employee of the parties or members of their respective legislative bodies in that person's individual capacity and no such person is individually liable by reason of such obligations.

Section 7. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.

Section 8. Effective Date. This Agreement is in full force and effect from and after the Effective Date.

(Remainder of Page Intentionally Left Blank – Signatures Begin on Next Page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized offices on the dates set forth below.

The City of Grove City, Ohio

By: _____
Its: City Administrator
Date: _____
Per authority granted in Ordinance C-___-11 passed
_____, 2011

Approved as to Form:

Law Director

Jackson Township, Franklin County, Ohio

By: _____
Its: _____
Date: _____
Per authority granted in Resolution No. _____
passed _____, 2011

Approved as to Form:

County Prosecutor

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City of Grove City, hereby certifies that the money required to meet the maximum obligations of the City during the year 2011 (not more than \$2,542,032.57) under the Agreement has been lawfully appropriated by the Council of the City and is in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Director of Finance

Date: _____, 2011