

ORDINANCE C-66-15

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE MIROLO CHARITABLE FOUNDATION AND THANK THEM FOR THEIR DONATION OF \$100,000.00 TO THE DREAM FIELD

WHEREAS, The Mirolo Charitable Foundation has graciously agreed to donate \$100,000.00 for the construction/development of a "dream baseball field" at Windsor Park; and

WHEREAS, in acknowledgement of the generous donation, the "dream field" will be named the "The Mirolo Dream Field."

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute the multi-year donation agreement with the Mirolo Charitable Foundation as set forth in Exhibit "A".

SECTION 2. Special thanks is hereby given to the Mirolo Charitable Foundation for its generous donation to the City of Grove City for the construction/development of the "The Mirolo Dream Field" at Windsor Park.

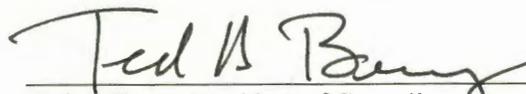
SECTION 3. This Ordinance shall take effect at the earliest opportunity allowed by law.

Passed: 09-21-15

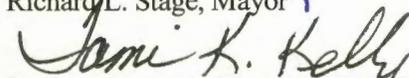
Effective: 10-21-15

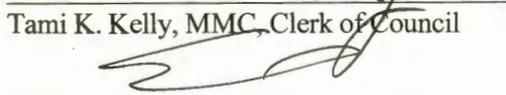
Attest:

I certify that this ordinance is correct as to form.


Ted A. Berry, President of Council


Richard L. Stage, Mayor


Tami K. Kelly, MMC, Clerk of Council


Stephen J. Smith, Director of Law

C-166-15
Exhibit "A"



THE MIROLO CHARITABLE FOUNDATION

GRANT AGREEMENT WITH GROVE CITY AND GROVE CITY LITTLE LEAGUE

This Grant Agreement ("Agreement") is made by and between (1) The Mirolo Charitable Foundation ("Mirolo Foundation" or the "Grantor"), (2) Grove City, Ohio ("Grove City"), and (3) Grove City Little League, a nonprofit organization that has a Section 501(c)(3) designation from the Internal Revenue Service ("Grantees") to provide a grant to fund the development of a Dream Field at the Windsor Park in Grove City, Ohio. The total grant from the Grantor is \$100,000 with the initial funding to be \$50,000 made within 2 weeks of the execution of this Agreement and its approval by Grove City Council. The second payment of \$25,000 will be made in 2016. For the years 2017 to 2019, Mirolo Foundation will distribute up to \$25,000 per year until the full grant has been made. The total grant or any portion thereof will be referred to as the "Grant." The Grant funds will be payable to Grove City. The conditions and limitations on this Grant are set forth in Sections II and III below.

I. PURPOSE and CRITERIA

The purpose of the grant is for the construction/development of a "dream baseball field" at Windsor Park, Grove City, Ohio. A "dream baseball field" is one that provides opportunities for children and adults with special needs to play baseball, regardless of their abilities. The field and its amenities are constructed to meet the unique needs of special-needs players and their families. It will have an all-weather rubberized surface and will be handicap accessible. There are no raised surfaces to interfere with crutches, walkers, or wheelchairs. The design of the dream baseball field has been completed and construction is underway.

Grove City has provided a portion of Windsor Park for the dream baseball field, has guaranteed the development/construction cost of the dream baseball field/its amenities, and has agreed to maintain the dream baseball field once it becomes operational. Grove City and Grove City Little League are solely responsible for raising the funds to develop/construct the dream baseball field. The total cost of the project is expected to be approximately \$1.1 million. Grove City Little League has committed to raise \$252,000, for the project, of which a substantial portion has already been raised.

II. GENERAL GRANT CONDITIONS

A. Binding Agreement:

The Grantees agree that the provision of this Agreement are binding upon it and that the acceptance of the Grant creates a legal duty on the part of the Grantees to use the Grant funds in accordance with the terms of this Agreement and to comply with all provisions and conditions of this Agreement and any subsequent amendments to this Agreement.



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B. Naming Rights

1. The Grantees agree that Grove City shall adopt legislation naming the dream baseball field, and, at the discretion of the Mirolo Foundation directors, it will name in perpetuity the dream baseball field in honor of the Mirolo Foundation or Ms. Amelita Mirolo ("Naming Rights"). Thereafter, all references to the dream baseball field shall be in the name selected by the Mirolo Foundation directors, tentatively "The Mirolo Dream Field at Mount Carmel Stadium." If Mount Carmel Health does not obtain naming rights to the stadium, the Mirolo Foundation has the right to approve the donor that has naming rights to the stadium (with such consent not to be unreasonably withheld).
2. It is further agreed that if, any time after 30 years from the date of this Agreement, the dream baseball field is reconstructed, substantially renovated, or an addition is made, and another donor contributes a substantial amount to the renovation/reconstruction/addition, the name selected by the Mirolo Foundation directors will continue, though the name may be shared with the new substantial contributor.
3. It is further agreed that if, within 30 years from the date the dream baseball field is placed in service, the dream baseball field is moved or no longer be used, Grantees, with the consent of the Mirolo Foundation (with such consent not to be unreasonably withheld), would name another dream baseball field of equal prominence in Grove City with a name selected by the Mirolo Foundation directors; however, the original name established under this Agreement shall be given preference. In such case, the Grantor further agrees to adhere to the conditions of this Agreement.
4. The dream baseball field shall be designated with a name approved by the Mirolo Foundation directors and
 - a. a sign on the backstop and/or donor wall with the selected name (tentatively, "The Mirolo Dream Field at Mount Carmel Stadium") will be placed in an appropriate location around the dream baseball field;
 - b. subject to the approval of the Mirolo Foundation, there shall be a recognition plaque and/or another type of donor display where the selected name shall be prominently displayed at the top of that plaque and/or display; and
 - c. the selected name will appear at the top of any media publication about the donors of the dream baseball field.

C. Other Conditions:

1. The Grantees agree to issue a joint press release, to be approved by the Mirolo Foundation directors and Mount Carmel Health, to announce the Grant.

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2. Grove City agrees to be responsible for all of the maintenance of the dream baseball field in perpetuity.
3. Both Grantees agree that the Grant proceeds will first be applied to any remaining amount due on the Grove City Little League \$252,000 pledge and any Grant amount remaining after the application to the Grove City Little League pledge, can be applied to the following ancillary projects that specifically address special needs of the dream baseball field participants and their families:
 - i. \$40,000 for dugouts with covers; and
 - ii. \$50,000 for spectator stands; and
 - iii. \$50,000 - \$60,000 for a shelter house; and
 - iv. \$29,000 for fencing; and
 - v. \$52,000 for lighting; and
 - vi. All purpose playground equipment (Amount TBD).

The forgoing list of ancillary projects may be amended by mutual agreement of the Parties.

4. Grantor may withhold any remaining portion of the Grant once the Grove City Little League pledge of \$252,000 is met until the ancillary project specifications are met and there is adequate funding assurance to complete the ancillary project.
5. Grove City agrees to form a new Advisory Board that will be responsible, in concert with the City, for the operation and management of the dream field leagues. The new Advisory Board will have no more than seven (7) members, of which one member will be designated by the Mirolo Foundation.

D. Compliance to Agreement Terms by Grantee:

1. Grantees agree that they will spend the grant funds only for those purposes and activities set forth in the Agreement, including amendments for supplements thereto.
2. Grantees agree that whenever the Mirolo Foundation finds that the Grantees are not complying with the terms and conditions of this Agreement or have diverted Grant funds for purposes other than those for which they are awarded or paid, the Mirolo Foundation shall make no further Grant payments until the Grantees repay or arrange for repayment



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of the Grant funds, which have been improperly diverted or expended.

3. Grantees agree that funding of the Grant is contingent upon the Mirolo Foundation's determination that funds are available.
4. The Grant awarded by the Mirolo Foundation is contingent upon the execution of this Agreement, which must be signed by an appropriate signatory authorized to so sign by the Grantee organizations. The original Agreement will be retained by the Mirolo Foundation and a copy returned to each of the Grantees. The Mirolo Foundation understands that Grove City must obtain approval from City Council for this Agreement before the Agreement becomes effective.
5. In the event the Grantees fail to comply with any of the terms and conditions of this Agreement, the Mirolo Foundation may, in its sole discretion:
 - a. Withhold any/all Grant payments until discrepancies or shortcomings are resolved to the satisfaction of the Mirolo Foundation and are consistent with this Agreement, or
 - b. In the event of unresolved noncompliance, rescind the Grant award, terminate this Agreement and request a partial or complete refund of monies advanced to the Grantees, pursuant to this Agreement, or
 - c. Require grant payments not spent be returned in full to the Grantor if the provisions of this Section II, paragraph C. 4. above is not met.
6. Any Grant funds that remain uncommitted at termination of the Grant period must be returned with the Final Report as noted in Section III, "Grant Accounting, Records and Reports," below, along with a check payable to the Mirolo Foundation. All Mirolo Foundation funds, or goods acquired with Mirolo Foundation funds, which are determined after audit to have been improperly applied, must be returned to the Mirolo Foundation.

III. GRANT ACCOUNTING, RECORDS AND REPORTS

A. Grove City will maintain records and accounts consistent with the GAAP accounting principles, and, upon request, provide for such physical control as is necessary to assure proper disbursing of, and accounting for, dream baseball field project/Grant funds.

B. Grove City certifies that accounts and supporting documentation relating to dream baseball field project/Grant expenditures will be adequate to permit an accurate and expeditious audit by the Mirolo Foundation or by its designated representative, if the Mirolo Foundation chooses to request an audit.

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C. Grove City will maintain records and accounts for this project/Grant for a period of not less than three years after the Mirolo Foundation accepts its final report required by paragraph E of this Section III.

D. Both Grantees will provide such interim status reports as may be requested by the Mirolo Foundation, but in all events, shall provide a report annually by January 31st of each year, in a form acceptable to the Mirolo Foundation, which shall include, among other things, the following information:

1. If applicable, a summary of receipts and disbursements of all project/Grant funds incurred during the reporting period, as well as the total baseball-fields project/Grant-to-date receipts and disbursements; and
2. A narrative account of the project/Grant status, including a summary of goals versus accomplishments.

E. Grove City will provide a final report to the Mirolo Foundation within 30 days of any of the following: the completion of the construction/development of a "dream baseball field" and, if applicable, any ancillary project listed in this Agreement; the conclusion of the Grant period (or extension of the Grant period, if appropriate); or receipt of written notice from the Mirolo Foundation that the Mirolo Foundation considers the grant or project complete. The Final Report must include:

1. A final financial report summarizing the use of Grant funds, including a complete statement of income and expenses;
2. A report of any project/Grant fund surplus, including a refund of any unexpended Grant funds remaining at the completion of the project/Grant. Refunds should be made by check payable to "The Mirolo Charitable Foundation;"
3. An audit and management letter, if available; and
4. A final narrative report providing a detailed description of the project/Grant goals and its actual accomplishments.

IV. ACKNOWLEDGMENT OF SUPPORT

A. All publicity releases, informational brochures, printed programs, publications, films, audio and/or for video recording and public reports pertaining to the approved Grant must acknowledge support in substantially the following form:



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“This program (dream baseball field project/Grant) was financially assisted by The Mirolo Charitable Foundation.”

B. All publicity releases, informational brochures, printed programs, films, audio and/or video recordings reports pertaining to the dream field will include the name selected by the Mirolo Foundation directors.

V. MODIFICATIONS AND GOVERNING LAW

Any modification of the terms including supplements or amendments to this Agreement must be in writing executed by the Mirolo Foundation and Grantees. Grantees shall submit written requests for amendments, and the Mirolo Foundation directors shall approve such requests in writing prior to the Grantees’ making significant revisions of the project/Grant, such as, but not limited to changes of project/Grant scope, purpose, activities, dates and times, or principal participants or changes in duration of the Grant period. This Agreement is governed by and construed under the laws of the State of Ohio without regard to its conflict-of-law provisions.

VI. LIABILITY

In making this Grant, the Mirolo Foundation does not assume any liability or responsibility for the actions of the Grantees in carrying out the purposes of the Grant.

VII. NONCOMPLIANCE AND TERMINATION

Failure of either of the Grantees to comply promptly with any and all provisions of this Agreement shall be sufficient cause for the Mirolo Foundation to terminate this Agreement. Such termination shall be effective on receipt by the Grantees of written notice from the Mirolo Foundation. In the event of termination, Grantees must still comply with the reporting, refund and reimbursement portions of this Agreement.

VIII. ACCEPTANCE

By execution hereof, along with the resolution of Grove City Council to this Agreement, Grantees signify their acceptance of the Grant in the amount of \$100,000 to be distributed under the terms and conditions stated in this Agreement, and they also authorize the undersigned to execute this Agreement on behalf of Grantees and to bind Grantees to the terms of this Agreement.



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WITNESS OUR SIGNATURES this _____ day of _____, 2015.

THE MIROLO CHARITABLE FOUNDATION

By: _____

Title: _____

GRANTEE, GROVE CITY

By: _____

Title: _____

Charles W. Boso, Jr, City Administrator

Approved as to form:

Stephen J. Smith, Law Director

GRANTEE, GROVE CITY LITTLE LEAGUE

By: _____

Title: _____