

Sponsor Downey

**RESOLUTION 2026-42**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF WELLSTON AND THE VILLAGE OF COALTON TO PROVIDE FIRE PROTECTION**

**WHEREAS**, the City of Wellston, through its fire department wishes to provide fire protection services to the Village of Coalton; and,

**WHEREAS**, the parties have negotiated the terms of such an agreement.

**NOW THEREFORE**, be it resolved by the Council of the City of Wellston, County of Jackson, State of Ohio:

**Section 1.** The Mayor is hereby authorized to execute a contract between the City of Wellston and the Village of Coalton, to provide the Village of Coalton with fire protection services, a copy of that agreement has been provided to Council attached as Exhibit A, and is for a period not to expire, beginning January 1<sup>st</sup>, 2027 and said Exhibit A is hereby approved and adopted by this body.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED THIS 1<sup>st</sup> DAY OF October, 2026.

  
Rick Hudson, Council President

ATTEST:

  
Clerk of Council



Approved this 1<sup>st</sup> day of October, 2026.

A handwritten signature in black ink, appearing to read 'Anthony Brenner', positioned above a horizontal line.

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Anthony Brenner, Mayor

# **Fire Protection Services and Fire Station Occupancy Agreement Between the City of Wellston and Village of Coalton Ohio**



**Wellston Fire Department**  
**Fire Protection Services and Fire Station Occupancy Agreement**  
**Village of Coalton**

**Article I – Purpose**

This Agreement is entered into between the City of Wellston, Ohio (City) and the Village of Coalton, Ohio (Village). The City shall provide fire protection, emergency medical first response, rescue, vehicle extrication, water rescue, hazardous materials response, fire prevention, public education, Business Safety Inspections, and related emergency services within the Village of Coalton.

**Article II – Consideration**

The Village shall provide the City with the exclusive operational use and occupancy of the village fire station for use as an active fire station. The facility shall be officially designated 'Wellston Fire Department – Station 3.'

**Article III – Fire Station**

- Ownership of the real property remains with the Village.
- The City shall have exclusive use of the building for fire and EMS operations.
- The City may install radios, antennas, security systems, internet, dispatch equipment, signage, furnishings and related operational improvements.
- The Village shall cooperate in replacing all exterior identification with 'Wellston Fire Department – Station 3.'

**(Article IV – Maintenance and Reimbursement)-Revised**

The City shall maintain the structural integrity of the building, including the roof, foundation, exterior walls, HVAC, plumbing, electrical service, parking areas, sidewalks, doors and windows.

The Village shall retain the proceeds received from the Village fire protection levy solely for the purpose of paying expenses directly related to the operation, maintenance, repair, improvement, and utility costs of Wellston Fire Department – Station 3 and for other lawful fire protection purposes.

Fire levy proceeds shall not be transferred, appropriated, pledged, or expended for any Village department, project, obligation, or purpose unrelated to fire protection or the operation of Station 3.

The Village may use fire levy proceeds to pay the water, sewer and other necessary utility expenses of Station 3.

On or before February 15 of each year, the Village shall provide the City with documentation showing the total fire levy proceeds received during the preceding calendar year and an itemized accounting of all expenditures made from those proceeds.

Any fire levy proceeds remaining after payment of authorized fire protection and Station 3 expenses shall be used only for the operation, maintenance, repair, improvement, equipment, or other lawful fire protection needs of Station 3. If such remaining funds are not needed for those purposes, they shall be paid to the City of Wellston – Division of Fire for the provision of fire protection services, to the extent permitted by law and the purposes for which the levy was approved.

No fire levy proceeds shall be used for any Village expense or purpose unrelated to fire protection or Station 3.

#### **(Article V – Utilities-Revised)**

The Village shall be responsible for payment of utility service to Station 3, including, water, sewer and other necessary utility expenses. The Village may use proceeds from its fire protection levy to satisfy these expenses in accordance with Article IV of this Agreement.

#### **Article VI – Equipment**

All apparatus, turnout gear, SCBA, radios, medical equipment, tools, computers, furnishings and other equipment purchased or supplied by the City shall remain the sole property of the City.

#### **Article VII – Insurance and Liability**

The Village shall insure the building and shall maintain general liability and premises liability insurance covering claims for bodily injury, personal injury, or property damage arising from the condition, ownership, maintenance, or use of the fire station, including incidents involving visitors, contractors, vendors, volunteers, or other persons who are not employees of the City. The City of Wellston shall be named as an additional insured on such liability coverage, to the extent permitted by the policy, and the Village shall provide proof of coverage upon request.

#### **Article VIII – Improvements**

The City shall notify Village in writing of any Capital improvement exceeding \$5,000.00 unless an emergency repair is necessary to maintain operational readiness.

#### **Article IX – Right of First Refusal**

If the Village elects to sell or transfer the fire station property, the City shall have a right of first refusal to purchase the property on substantially the same terms offered by a third party.

#### **Article X – No Mortgage, Lien, or Encumbrance**

During the term of this Agreement, the Village shall not mortgage, pledge, hypothecate, encumber, or otherwise use the fire station property, including the land, building, fixtures, or permanent improvements, as collateral or security for any loan, bond, note, financing arrangement, or other indebtedness intended to fund projects or obligations unrelated to the operation, maintenance, repair, or improvement of the fire station.

The Village shall not permit any voluntary lien, security interest, or other financial encumbrance to be placed upon the fire station property without the prior written consent of the City of Wellston.

Any financing approved by the City involving the fire station property shall be used solely for the repair, renovation, expansion, improvement, or continued operation of the fire station. Before approving any such financing, the parties shall enter into a written agreement identifying the purpose, amount, repayment responsibility, and effect of the financing upon the City's continued occupancy and operation of Station 3.

The Village shall promptly notify the City of any threatened or filed lien, foreclosure action, tax delinquency, judgment, or other claim that could affect ownership, possession, or continued use of the fire station property.

Any violation of this Article shall constitute a material breach of this Agreement.

**Article XI – Exclusive Occupancy**

The Village shall not permit another fire department or EMS agency to permanently occupy the station during the term of this Agreement without the City's written consent.

**Article XII – Term and Termination**

This Agreement shall commence upon execution and remain in effect until terminated by either party upon one hundred eighty (180) days written notice. Prior to termination, all outstanding reimbursements shall be paid, City-owned equipment shall be removed, and the parties shall cooperate in an orderly transition of services.

**Article XIII – Renegotiation**

The parties may renegotiate this Agreement upon annexation, substantial population change, increased business development, significant change in call volume, legislative changes affecting fire protection, fire levy increase or other material operational changes.

IN WITNESS WHEREOF, the said parties have caused their names to be subscribed hereto by their officers duly authorized in the premises, on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, to be effective as of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

Month Day Year

SIGNED IN THE PRESENCE OF:

CITY OF WELLSTON, OHIO



Mayor



Witness



Fire Chief



Witness

VILLAGE OF COALTON, OHIO

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ATTEST:

\_\_\_\_\_  
Clerk

## **FISCAL OFFICER'S CERTIFICATE**

**(R.C. Sec. 5705.41)**

It is certified that the amount required to meet the contract, agreement, obligation, payment, or expenditure attached hereto has been lawfully appropriated, authorized, or directed for such purpose, and is in the treasury or in the process of collection to the credit of the appropriate fund, free of any obligation or certification now outstanding.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fiscal Officer / Clerk  
Village of Coalton, Ohio