

Village of Mantua, Ohio
RESOLUTION 2022-27
(amended)

**A RESOLUTION AUTHORIZING AN INTER-AGENCY AGREEMENT WITH THE
DOWNTOWN MANTUA REVITALIZATION CORPORATION RELATING TO
PHASE FOUR OF THE BUCHERT PARK WALKING TRAIL PROJECT, AND
DECLARING AN EMERGENCY.**

WHEREAS, the Village desires to execute Phase IV of the Buchert Park Walking Trail Project (“the Project”); and

WHEREAS, in order to fund the Project, the Village is seeking Ohio Department of Natural Resources (“ODNR”) Natureworks grant funding (“the Grant”), a 75% reimbursable grant, pursuant to which the Village is obligated to ultimately supply 25% of the total project cost; and

WHEREAS, the Village does not have adequate financial resources to fund the project itself; and

WHEREAS, the DMRC has offered to fund the entire project and accept reimbursement for 75% of the costs as and when the same are reimbursed to the Village by ODNR; and

WHEREAS, the Village and DMRC desire to enter into an Inter-Agency Agreement to formalize this arrangement.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Mantua, two thirds or more of the members elected thereto concurring, that:

SECTION 1: This Council hereby authorizes and directs the Mayor of the Village of Mantua to execute the Inter-Agency Agreement attached hereto as “Exhibit A” and incorporated herein by reference.

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

SECTION 3: This Resolution is hereby declared an emergency measure, in order to permit inclusion of the Inter-Agency agreement with the NatureWorks application materials due by July 15, 2022, and shall become immediately effective upon its proper passage by two thirds or more of the members elected to this Council.

PASSED AS EMERGENCY, this 17th day of May, 2022.

ATTEST:

Linda Clark, Mayor

Teresa Criblez, Fiscal Officer

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I hereby certify that this Resolution was duly published by public posting at pre-designated posting places in the Village of Mantua on the ____ day of May, 2022.

Teresa Criblez, Fiscal Officer

Approved as to legal form:

Michele Stuck, Solicitor

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“Exhibit A”

INTER-AGENCY AGREEMENT

This Inter-Agency Agreement (“Agreement”) is entered into between the Village of Mantua (“the Village”) and the Downtown Mantua Revitalization Corporation (“DMRC”) on the ____ day of _____, 2022, as follows:

WHEREAS, the Village desires to execute Phase IV of the Buchert Park Walking Trail Project (“the Project”); and

WHEREAS, in order to fund the Project, the Village is seeking Ohio Department of Natural Resources (“ODNR”) Natureworks grant funding (“the Grant”), a 75% reimbursable grant, pursuant to which the Village is obligated to ultimately supply 25% of the total project cost; and

WHEREAS, the Village does not have adequate financial resources to fund the project itself; and

WHEREAS, the DMRC has offered to fund the entire project and accept reimbursement for 75% of the costs as and when the same are reimbursed to the Village by ODNR; and

WHEREAS, the Village and DMRC desire to enter into this Agreement to formalize this arrangement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree and bind themselves, their agents, employees and successors as follows:

SECTION 1: The Project shall be executed in accordance with the plans prepared by Village Engineer CT Consultants and approved by ODNR, attached hereto as “Exhibit 1” and incorporated herein by reference. Any deviation from these plans must be approved in writing by the Parties and ODNR. The Parties agree that there shall be no deviation from the approved plans.

SECTION 2: DMRC shall deposit with the Village the total amount of the anticipated project cost as approved by ODNR in its award of the grant funding (the “Funds”). See attached “Exhibit 2” [ODNR award letter]. DMRC has previously deposited \$2,500.00 towards the total Funds. Fifty percent (50%) of the remaining amount shall be due within thirty (30) days after approval of the grant funding request by ODNR. The final fifty percent (50%) of the balance shall be due within thirty (30) days of the Mantua Village Council approval of a contractor for the Project. The Village shall deposit the Funds into Village of Mantua Fund #4201, the Buchert Park Walking Trail Fund.

SECTION 3: The Village, with the assistance of CT Consultants, shall be solely responsible for contractor selection, execution and administration of the Project. The Village will further be solely responsible for compliance with all state and federal regulations relating to execution of the Project.

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SECTION 4: The Village shall pay all invoices related to execution of the Project from the Funds, and shall promptly submit reimbursement requests using approved ODNR billing and reimbursement forms.

SECTION 5: After receipt of each 75% reimbursement from ODNR for each submitted invoice, the Village shall, within thirty (30) days, tender the amount so reimbursed to the DMRC.

SECTION 6: In the event that there is a likelihood that the cost of the Project is going to exceed the amount approved under the Grant, DMRC agrees to be responsible for 100% of any such cost overrun. The Village will notify DMRC of any potential cost overrun as soon as practicable, along with supporting documentation, and DMRC will remit the amount of the overrun within fourteen (14) days, which the Village will deposit with the Funds and use to satisfy invoices related to the Project.

SECTION 7: In the event that the Project is completed under budget, or in an amount less than the approved cost plus any anticipated cost overruns funded pursuant to Section 6, above, and after all invoices related to the Project have been received, paid, submitted to ODNR for reimbursement, and reimbursement received from ODNR, subsequent to final reconciliation of the Project, the Village will return any unused Funds to DMRC.

SECTION 8: It is the intention of the Parties that the Village will not be required to expend any Village funds, other than funds that come under the Village's control pursuant to Sections 2 and 6, above, in the execution of the Project. It is the further intention of the Parties that the DMRC will ultimately bear 25% of the total cost of the Project as set forth in the Grant award, plus 100% of any costs in excess of this amount.

SECTION 9: Should DMRC fail to deposit the Funds as set forth in Section 2, above in the time and manner specified, the Village shall notify ODNR and relinquish its right to the Grant awards and the Village shall terminate the Project. DMRC shall be responsible for 100% of any costs incurred up to that time.

SECTION 10: Miscellaneous.

A. Controlling Law. This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. The Parties consent to jurisdiction in a court of proper jurisdiction in Portage County, Ohio.

B. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

C. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part without the prior written consent of both parties. Any assignment or delegation not consented to may be deemed void.

D. Severability. The provisions of this Agreement are severable and independent, and if

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any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

E. Entire Agreement. This Agreement, along with documents incorporated herein by reference, contains the entire agreement between the Parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements with respect to the subject matter hereof, whether written or oral, between the Parties.

F. Execution. This Agreement is not binding upon the Parties unless executed in full and is effective as of the last date of signature by both Parties.

G. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to Ohio Revised Code Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Downtown Mantua Revitalization Corporation

Village of Mantua

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved:

Counsel for the Downtown Mantua
Revitalization Corporation

Mantua Village Solicitor