DAYTON LEGAL BLANK, INC., FORM NO. 10148

Held October 19 20 12

Minute Record

MINUTES OF THE SPECIAL MEETING OF THE CRESTWOOD BOARD OF EDUCATION HELD FRIDAY, OCTOBER 19, 2012 AT 8:00 A.M. AT THE PUPIL SERVICES BUILDING.

The meeting was called to order at 8:00 A.M. by the President, Mrs. Martha Phillips, with the following members in attendance: Mr. Norm Erickson, Mrs. Debra Soltisz and Mr. Matthew Sorrick. Mrs. Bonnie Lovejoy was absent.

NON CONSENT AGENDA

Resolution #2012-22

Resolution

A motion was made by Mrs. Phillips and seconded by Mrs. Soltisz to approve resolution #2012-22 as follows:

In Support of the Local Government Innovation Fund (LGIF) Grant

WHEREAS, the Crestwood Board of Education, representing the Crestwood Local School District, is serving as a collaborative partner with Mantua Village to co-sponsor a LGIF grant application for the purpose of implementing a waste disposal project, and

WHEREAS, the Crestwood Board of Education wishes to support a government collaboration that improves service and reduces cost, and

WHEREAS, each partner agrees to provide staff support to participate and contribute to the design and implementation of project,

WHEREAS, the Crestwood Board of Education commits to providing up to $138,000 from district funds for the entire project including up to $22,000 for the initial design component

NOW, THEREFORE, BE IT RESOLVED that the Crestwood Board of Education hereby supports the submission of the LGIF grant application, the partnership with Mantua Village on this project, and the steps necessary to fulfill the requirements as outlined in the grant submission.

Discussion: None

ROLL CALL: Mrs. Phillips, aye; Mrs. Soltisz, aye; Mr. Erickson, aye; Mr. Sorrick, aye. Motion carried.

Resolution

Resolution #2012-23

A motion was made by Mr. Erickson and seconded by Mr. Sorrick to approve resolution #2012-23 as follows:

VILLAGE OF MANTUA, OHIO AND CRESTWOOD LOCAL SCHOOL DISTRICT

Matching Funds Agreement Sewer Line Project

This AGREEMENT ("Agreement") is made by the Village of Mantua, Ohio ("Village") and the Crestwood Local School District Board of Education ("Board").

WHEREAS, the Board wishes to install a sewer line from the Crestwood Middle School to connect to the Village's sewer main on High Street ("Project");

WHEREAS, the Village has applied for certain Ohio Public Works Commission ("OPWC") grant monies in order to attempt to defray the cost of the Project ("Grant");

WHEREAS, the total cost of the project is estimated to be $314,000;

DAYTON LEGAL BLANK, INC., FORM NO. 10148

Held October 19 20 12

WHEREAS, the Village desires assurances from the Board that the Board will provide the matching funds required by the Grant in order to complete the Project; Resolution

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. MATCHING FUNDS

   a. The Grant application, as submitted by the Village, seeks a 60% level of funding for the Project. A copy of the Grant application is attached hereto and incorporated herein as Exhibit A. The Board agrees to pay any and all costs related to the Project that exceed the funding provided by the Grant, up to $138,000. The Board shall not pay more than a total of $138,000 under this Agreement.

   b. Should it become apparent that the Grant award, plus the matching funds of up to $138,000 to be provided by the Board, will be insufficient to permit completion of the Project, any grant monies awarded will be returned to their source and the Project canceled, unless the Board alone determines to provide additional matching funds beyond $138,000. Additionally, if any costs have been incurred in the furtherance of the Project prior to such determination being made, the Board will reimburse the Village for those costs so long as the Village had complied with Paragraph 1 (c) of this Agreement regarding such costs. This provision does not include the salaries of Village personnel which would otherwise be paid by the Village in the normal course of business were the Project not going forward. Under no circumstances will be Village be responsible for any costs relating to the Project due to costs exceeding estimates or insufficiency of grant award.

   c. Any and all costs related to the Project shall be determined and approved by the Board only. Prior to the Village entering into any contract and/or agreements for materials or services related to the Project, the Village shall submit such contract and/or agreements to the Board for its approval. Moreover, the Village shall submit to the Board all bills and/or statements received regarding the Project. The Village shall not enter any contract or agreement relating to the project or remit payment for any bill and/or statement without prior authorization from the Board. The Board shall notify the Village whether such contracts, agreements, bills and/or statement have been approved within ten (10) business days of receipt of the contract, agreement, bills and/or statement from the Village.

   d. Because the OPWC grant funds are distributed at a rate of 60% of project expenses, on an as-incurred basis throughout the project, the Board must contribute its 40% match as such funds are needed to pay the expensed relating to the project. Therefore, the Board agrees that it shall remit payment to the Village in the amount of forty per-cent (40%) of any bills and/or statements at the time such bills and/or statements are approved pursuant to paragraph 1 (c). The Board shall remit payment for approved bills and/or statements within ten (10) business days of receipt of the bills and/or statement from the Village.

Notwithstanding any provision to the contrary, execution of this Agreement shall constitute Board approval of $22,000 for planning, surveying and design engineering which must be forwarded to the Village by the Board no later than **March 31, 2013**. Such expenses are necessary in order to increase the likelihood of the award of the full grant amount as requested. Provision of this amount in advance of the grant award will be deemed an offset of the Board's total maximum obligation of $138,000. After the grant funds are released, and the Village is reimbursed 60% of the costs of such planning/engineering services by the OPWC, the Village will retain the reimbursed funds to be applied to future match requirements. Should the OPWC grant not be awarded, or any award of such grant withdrawn, or the Project otherwise Resolution

Resolution

a. cancelled prior to March 31, 2013, then the Board shall have no obligation to provide the funds described in this section.

1. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set for the below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Village:
Village of Mantua, Ohio
c/o Linda Clark, Mayor
4650 W. High Street
PO Box 775
Mantua, OH 44255

If to the Board:
Crestwood Local School District
c/o Joe Iacano, Superintendent
4565 W. Prospect Street
Mantua, OH 44255

2. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Portage County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

3. FORCE MAJEURE

Neither the Village nor the Board shall be deemed to be in breach or default of any provisions of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

4. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

5. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

6. AMENDMENT

Resolution

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged.

7. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

DAYTON LEGAL BLANK, INC., FORM NO. 10148

Held October 19 20 12

Resolution

9. COUNTERPARTS

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

10. BINDING EFFECT

This Agreement shall not be binding until adopted by the Village and the Board in public session and executed by the parties.

Discussion: None.

ROLL CALL: Mr. Erickson, aye; Mr. Sorrick, aye; Mrs. Phillips, aye; Mrs. Soltisz, aye.
Motion carried.

A motion was made by Mrs. Soltisz and seconded by Mrs. Phillips to approve the Sewer Facilities Easement.

Discussion: None.

ROLL CALL: Mrs. Soltisz, aye; Mrs. Phillips, aye; Mr. Erickson, aye; Mr. Sorrick, aye.
Motion carried.

A motion was made by Mrs. Phillips and seconded by Mrs. Soltisz to adjourn the meeting.
ROLL CALL: Mrs. Phillips, aye; Mrs. Soltisz, aye; Mr. Erickson, aye; Mr. Sorrick, aye.

There being no further business to come before the Board, the meeting was adjourned at 8:29 A.M.

Martha A. Phillips President

Jill A. Rowe, Treasurer/CFO