



Village of Montpelier

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Notice:
Masks Optional

AGENDA NO. 19 - 2023

Agenda for Monday, October 9, 2023

Regular Meeting – 6:00pm at the Montpelier Police Department

1. Call to Order
2. Roll call
3. Prayer
4. Pledge of Allegiance
5. Approve the Agenda for October 9, 2023 (Motion)
6. Approve the Minutes from September 18, 2023 Council Meeting (Motion)
7. Approve September 2023 Financial Reports (Motion)
8. Comments from Audience
9. Comments from Council/Committee Reports
10. Approve 2024 Council Meeting Schedule (Motion)
11. Approve Addition to Montpelier Police Department Standard Operating Procedures (Motion)
12. Change Order 02 for Bryan Excavating in the Amount of \$101,825.84 (Motion)
13. Resolution 1381 to approve contract with Mannick Smith for Construction Inspection for Paving of Iron Horse River Trail (Suspend and Pass)
14. Income Tax Report
15. Village Manager's Report
16. Executive Session to Discuss Personnel Employment ORC 121.22(G)(1)
17. Adjourn



**VILLAGE OF MONTPELIER COUNCIL MEETING
MONTPELIER, OHIO SEPTEMBER 18, 2023**

Call to Order	Mayor Steve Yagelski called the meeting for the Montpelier Village Council to order at 6:00pm on Monday, September 18, 2023.
Roll Call	Roll call was conducted with the following Council members in attendance: Mrs. Heather Freese, Mr. Chris Kannel, Mr. Nathan Thompson, Mr. Don Schlosser, Mr. Kevin Motter, and Ms. Melissa Ewers was absent.
Prayer/Pledge	Pastor Mary Beth McCandless offered a word of prayer, followed by those in attendance reciting the Pledge of Allegiance.
Agenda 09/18/2023	Mr. Kevin Motter moved, and Mrs. Heather Freese seconded a motion to approve the agenda for September 18, 2023. Vote on motion: All ayes
Minutes 08/28/2023	Mr. Don Schlosser moved, and Mrs. Heather Freese seconded a motion to approve the minutes from the August 28, 2023, council meeting. Vote on motion: All ayes
Minutes 08/31/2023	Mr. Chris Kannel moved, and Mr. Nathan Thompson seconded a motion to approve the minutes from the August 31, 2023, council meeting. Vote on motion: All ayes
August 2023 Financials	Mr. Kevin Motter moved, and Mr. Don Schlosser seconded a motion to approve the August 2023 financial reports. Vote on motion: All ayes
2024 Delinquent & Termination Dates	Mr. Jason Rockey presented the 2024 Utility Delinquent and Termination Dates. This shows the dates the delinquent notices will be mailed out, the date the door hangers will be placed on the resident's doors regarding non-payment, and the date their utility service will be disconnected. Mr. Kevin Motter moved and Mrs. Heather Freese seconded a motion to approve the 2024 Utility Delinquent and Termination Dates as presented. Vote on motion: All ayes
Annual Report Street Department Dennis Bishop/Introduce New Employee Elias Carter	Dennis Bishop introduced new employee Elias Carter, who started on September 11, 2023. Elias Carter graduated from Hilltop and enjoys working for the Village of Montpelier. The Street Department takes care of everything from what is on top of the ground to below the tree line, which includes mowing, picking up leaves, signs, alleys, and snow plowing. Dennis Bishop enjoys working for the Village because it is a good community and a great place to live. Challenges the Street Department were wind storms in the summer and snow storms in the winter, which took many trees and limbs down all over town. The brush pile at the end of the year was 130 tons. The brush pile at the end of 2022 was cleared from the site. The EPA governs the brush pile, and Dennis Bishop has to do daily reports and yearly reports to them. The Street Department cleans trash at the brush pile every week, including tires and other trash. Only grass, garden waste, and leaves should be dumped at the compost site.

Dennis Bishop informed council that the remote-controlled lawn mower saved many man-hours on mowing the bridges in town. The Street Department received the new plow truck on order for a year and a half this August. The department usually works trucks for about 25 years, and then it becomes hard to find parts.

The Street Department sprayed for mosquitoes before the fair this past week. Dennis Bishop and Adam Siebenaler are licensed to spray, and anyone from the department can spray under them due to being licensed.

Dennis Bishop would like the community to know that the department does not always have time to take care of the brush around town. Dennis Bishop asked the residents to put brush, leaves, and grass on the terrace.

The Council Members thanked Dennis Bishop and the department for their hard work. Mr. Chris Kannel especially wanted to thank the department for making the downtown look fantastic for the Cruise-Ins and during Bean Days.

Welcome

Mayor Steve Yagelski welcomed the high school students to the meeting and encouraged them to ask questions.

Council Comments

Mr. Nathan Thompson reported Mr. Chris Kannel and Mrs. Heather Freese met with Kleinfelder about community input about how residents would like to see done with the Wabash Cannonball Trail. Council urges residents to fill out the survey. This community engagement would help receive grants in the future.

Income Tax Report

Jason Rockey reported income tax collections at the end of August 2023 as \$1,626,250.59 as compared to \$1,853,062.71 and \$1,660,342.00 in 2022 and 2021, respectively. This is down 12.24% from 2022 and down 2.05% from 2021.

Manager's Report

Jason Rockey presented the Village Manager's report. The following points were noted:

- USDA's Empowering Rural America Grant (New ERA) was announced and would give communities a 25% discount on eligible solar, wind, and hydro project power purchases. AMP listed many projects that would benefit the members. After talking with John Courtney, the Village signed a non-binding letter of intent to purchase one-half a megawatt from the Blue Creek Wind Project in Van Wert County. The one-half megawatt would provide 15% of the Village's power. The Village picked one project due to having a high at-risk load.
- Thane Apt from the Water Treatment Plant and Jason Rockey attended an EPA informational meeting. The United States Environmental Protection Agency has handed down a rule that communities should inventory all of the water lines downstream of lead pipes on the private and public side of meters. The final ruling has not been decided yet, and the EPA should have the final ruling

by January 2024. The Village must have a plan by October 2024 to replace the lead service lines. Jason Rockey contacted the Rural Community Assistance Program (RCAP) to assist with compliance with the ruling and also to assist the Village with replacing the known lead service lines and mains. This would be for about six blocks of Main Street. The Village would like Tony Heffle to design the project.

- Jason Rockey received two letters of interest from Construction Engineering and Inspection firms for the Iron Horse River Trial. Followed up with references and reviewed projects completed by both firms. The Village has to score both firms, and the scoring goes to ODOT. The Village then negotiates a price, and ODOT advises if the price is fair.
- Mr. Chris Walker wrote a letter to the Mayor and Council. The letter stated that Mr. Chris Walker is asking Council not to renew his contract at the end of 2023 for 2024 reasons for asking not to renew his contract, the law firm now focuses on estate planning and estate administration and being more present as a father. Mr. Chris Walker thanked the Village for the opportunity to serve for the last 15 years. Mr. Chris Walker offered to assist with finding legal counsel for the future.
- The Village was not selected for the 2023 Community Development Block Grant and the Neighborhood Revitalization Grant. The Ohio Department of Development received 44 applications totaling \$24 million. Only 22 projects were picked, and the projects totaled \$13.8 million. The chosen projects were comparable to those submitted by the Village. Maumee Valley Planning Organization will review the Village's application for improvements for grants in the future.

Council Comments

Mr. Nathan Thompson questioned the Waste Water Treatment Plant's monthly report about applying the sludge to farm fields. Jason Rockey stated that a farmer is interested in applying the sludge to his fields due to the Village not being able to apply the fields the Village owns. Jason Rockey also reported that the EPA has to approve and be aware of where the sludge is being applied.

Executive Session

Mrs. Heather Freese moved, and Mr. Chris Kannel seconded a motion to go into Executive Session to consider Personnel Employment under ORC 121.22 (G)(1). Roll call on motion: Mr. Kevin Motter, no; Mr. Nathan Thompson, yes; Mr. Don Schlosser, yes; Mr. Chris Kannel, yes; Mrs. Heather Freese, no; and Ms. Melissa Ewers was absent. Mrs. Molly Collert left the meeting at 6:45pm.

Adjourn

There being no further business to come before Council, Mr. Chris Kannel moved, and Mr. Don Schlosser seconded a motion to adjourn at 7:23pm. Vote on motion: All ayes

Clerk of Council

Steve Yagelski, Mayor

Village of Montpelier

Statement of Cash Position with MTD Totals

From: 1/1/2023 to 9/30/2023

Funds: 101 to 702

Include Inactive Accounts: No

Page Break on Fund: No

Fund	Description	Beginning Balance	Net Revenue MTD	Net Revenue YTD	Net Expenses MTD	Net Expenses YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
101	GENERAL FUND	\$3,387,339.05	\$135,380.16	\$1,782,001.42	\$116,375.53	\$1,373,715.19	\$3,795,625.28	\$307,101.12	\$3,488,524.16
201	STREET FUND	\$336,039.79	\$23,681.50	\$192,940.07	\$14,447.82	\$158,639.86	\$370,340.00	\$14,418.31	\$355,921.69
202	STATE HIGHWAY FUND	\$33,773.03	\$1,981.33	\$15,983.58	\$0.00	\$0.00	\$49,756.61	\$500.00	\$49,256.61
203	PARKS AND RECREATION FUND	\$989,445.83	\$12,830.53	\$372,552.75	\$19,032.11	\$546,562.66	\$815,435.92	\$36,275.01	\$779,160.91
204	PERMISSIVE TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
205	STATE MOTOR VEHICLE LICENSE FU	\$63,813.44	\$1,293.66	\$10,217.88	\$0.00	\$3,025.60	\$71,005.72	\$3,474.40	\$67,531.32
206	ALC ED. & ENF. FUND	\$1,815.66	\$0.00	\$60.00	\$0.00	\$37.00	\$1,838.66	\$107.00	\$1,731.66
207	IRON HORSE RIVER TRAIL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
208	POLICE PENSION FUND	\$40,669.70	\$1,019.27	\$41,932.20	\$5,396.32	\$63,187.17	\$19,414.73	\$41.14	\$19,373.59
209	POLICE DRUG FUND	\$4,595.88	\$100.00	\$1,053.00	\$0.00	\$461.00	\$5,187.88	\$0.00	\$5,187.88
210	LAW ENFORCEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
211	COMPENSATED ABSENCES	\$121,083.97	\$469.52	\$23,439.32	\$32,426.53	\$32,426.53	\$112,096.76	\$0.00	\$112,096.76
212	WWIP - GRANT	\$731,212.04	\$192,756.61	\$2,240,402.01	\$0.00	\$2,071,614.05	\$900,000.00	\$435,705.86	\$464,294.14
216	CORONAVIRUS ARPA 2021 FUND	\$413,151.96	\$0.00	\$0.00	\$0.00	\$352,451.00	\$60,700.96	\$60,700.00	\$0.96
250	MICROENTERPRISE LOAN FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
301	TAX CAPITAL IMPROVEMENT FUND	\$1,117,330.31	\$14,546.88	\$376,266.77	\$36,182.83	\$709,057.26	\$784,539.82	\$73,934.53	\$710,605.29
401	SEWER CAPITAL IMPROVEMENT FUND	\$1,203,534.07	\$12,468.75	\$317,390.73	\$0.00	\$216,215.22	\$1,304,709.58	\$5,155.78	\$1,299,553.80
501	WATER FUND	\$1,608,768.36	\$110,151.17	\$973,097.09	\$53,738.95	\$1,101,145.38	\$1,480,720.07	\$227,005.06	\$1,253,715.01
502	LIGHT FUND	\$5,880,653.41	\$590,046.26	\$5,111,154.32	\$584,553.31	\$5,135,151.44	\$5,856,656.29	\$2,371,763.09	\$3,484,893.20
503	SEWER FUND	\$1,072,556.90	\$86,769.19	\$737,957.58	\$71,362.46	\$684,274.98	\$1,126,239.50	\$224,285.06	\$901,954.44
504	STORM SEWER FUND	\$800,268.11	\$7,914.39	\$71,074.11	\$5,781.86	\$180,116.01	\$691,226.21	\$4,053.74	\$687,172.47
505	UTILITY DEPOSIT FUND	\$138,221.21	\$3,375.00	\$18,210.00	\$2,318.22	\$26,058.86	\$130,372.35	\$0.00	\$130,372.35
506	WATER RESERVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
507	CHASE/MONTPELIER WATER LINE RE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	CHASE/MONTPELIER SEWER LINE RE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
701	INCOME TAX CONTROL	\$0.00	\$0.00	\$20,080.60	\$0.00	\$20,080.60	\$0.00	\$2,000.00	(\$2,000.00)
702	Credit Memo Utility Billing	\$8,051.68	(\$1,152.11)	(\$4,387.66)	\$0.00	\$0.00	\$3,664.02	\$0.00	\$3,664.02
Grand Total:		\$17,952,324.40	\$1,193,632.11	\$12,301,425.77	\$941,615.94	\$12,674,219.81	\$17,579,530.36	\$3,766,520.10	\$13,813,010.26

Village of Montpelier

Fund Type Details September 2023

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2023
* Report Contains Filters						

101 GENERAL FUND

51 PERSONAL SERVICES	1,433,740	82,622	928,185	70,699	434,856	64.74%
52 TRAVEL & TRANSPORTATION	18,300	4,465	9,065	1,272	7,963	49.54%
53 CONTRACTUAL SERVICE	408,060	11,340	254,379	79,013	74,668	62.34%
54 SUPPLIES & MATERIALS	324,958	16,577	137,287	102,311	85,360	42.25%
55 CAPITAL OUTLAY	87,128	1,371	10,788	53,805	22,535	12.38%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	84,013	0	34,011	0	50,002	40.48%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 101 GENERAL FUND	2,356,199	116,376	1,373,715	307,101	675,383	58.30%

201 STREET FUND

51 PERSONAL SERVICES	276,810	14,448	157,060	14,418	105,332	56.74%
57 OTHER USES	1,580	0	1,580	0	0	99.98%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 201 STREET FUND	278,390	14,448	158,640	14,418	105,332	56.98%

202 STATE HIGHWAY FUND

51 PERSONAL SERVICES	12,500	0	0	500	12,000	0.00%
53 CONTRACTUAL SERVICE	0	0	0	0	0	0.00%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 202 STATE HIGHWAY FUND	12,500	0	0	500	12,000	0.00%

203 PARKS AND RECREATION FUND

51 PERSONAL SERVICES	285,690	12,804	193,636	9,087	82,967	67.78%
52 TRAVEL & TRANSPORTATION	3,000	75	75	800	2,125	2.50%
53 CONTRACTUAL SERVICE	83,493	352	40,751	8,755	33,987	48.81%
54 SUPPLIES & MATERIALS	150,535	5,801	100,748	16,892	32,895	66.93%
55 CAPITAL OUTLAY	10,537	0	5,889	741	3,907	55.89%
56 DEBT SERVICES	205,463	0	205,463	0	0	100.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 203 PARKS AND RECREATION	738,718	19,032	546,563	36,275	155,880	73.99%

204 PERMISSIVE TAX

55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
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Village of Montpelier

Fund Type Details September 2023

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2023
* Report Contains Filters						
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 204 PERMISSIVE TAX	0	0	0	0	0	0.00%
205 STATE MOTOR VEHICLE LICENSE FU						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
54 SUPPLIES & MATERIALS	13,000	0	3,026	3,474	6,500	23.27%
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 205 STATE MOTOR VEHICLE	13,000	0	3,026	3,474	6,500	23.27%
206 ALC ED. & ENF. FUND						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
53 CONTRACTUAL SERVICE	150	0	37	107	6	24.67%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 206 ALC ED. & ENF. FUND	150	0	37	107	6	24.67%
207 IRON HORSE RIVER TRAIL						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	1,200,000	0	0	0	1,200,000	0.00%
Sub Total 207 IRON HORSE RIVER TRAIL	1,200,000	0	0	0	1,200,000	0.00%
208 POLICE PENSION FUND						
51 PERSONAL SERVICES	100,000	5,396	62,878	0	37,122	62.88%
53 CONTRACTUAL SERVICE	350	1	309	41	0	88.25%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 208 POLICE PENSION FUND	100,350	5,396	63,187	41	37,122	62.97%
209 POLICE DRUG FUND						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
53 CONTRACTUAL SERVICE	500	0	461	0	39	92.20%
54 SUPPLIES & MATERIALS	1,000	0	0	0	1,000	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 209 POLICE DRUG FUND	1,500	0	461	0	1,039	30.73%
210 LAW ENFORCEMENT						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
53 CONTRACTUAL SERVICE	0	0	0	0	0	0.00%

Village of Montpelier

Fund Type Details

September 2023

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2023
* Report Contains Filters						
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
Sub Total 210 LAW ENFORCEMENT	0	0	0	0	0	0.00%
211 COMPENSATED ABSENCES						
51 PERSONAL SERVICES	33,626	32,427	32,427	0	1,199	96.43%
Sub Total 211 COMPENSATED ABSENCES	33,626	32,427	32,427	0	1,199	96.43%
212 WWIP - GRANT						
55 CAPITAL OUTLAY	2,524,743	0	2,071,614	435,706	17,423	82.05%
57 OTHER USES	900,000	0	0	0	900,000	0.00%
Sub Total 212 WWIP - GRANT	3,424,743	0	2,071,614	435,706	917,423	60.49%
215 LOCAL CORONAVIRUS RELIEF FUND						
51 PERSONAL SERVICES	0	0	0	0	0	0.00%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
Sub Total 215 LOCAL CORONAVIRUS	0	0	0	0	0	0.00%
216 CORONAVIRUS ARPA 2021 FUND						
51 PERSONAL SERVICES	0	0	0	0	0	0.00%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	413,151	0	352,451	60,700	0	85.31%
Sub Total 216 CORONAVIRUS ARPA 2021	413,151	0	352,451	60,700	0	85.31%
220 DOWNTOWN REVITALIZATION						
51 PERSONAL SERVICES	0	0	0	0	0	0.00%
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
53 CONTRACTUAL SERVICE	0	0	0	0	0	0.00%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
Sub Total 220 DOWNTOWN	0	0	0	0	0	0.00%
250 MICROENTERPRISE LOAN FUND						
53 CONTRACTUAL SERVICE	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
Sub Total 250 MICROENTERPRISE LOAN	0	0	0	0	0	0.00%
301 TAX CAPITAL IMPROVEMENT FUND						

Village of Montpelier

Fund Type Details September 2023

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2023
* Report Contains Filters						
53 CONTRACTUAL SERVICE	120,034	426	27,943	8,390	83,701	23.28%
54 SUPPLIES & MATERIALS	147,730	689	25,136	6,838	115,756	17.02%
55 CAPITAL OUTLAY	803,000	35,068	655,978	58,706	88,315	81.69%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 301 TAX CAPITAL IMPROVEMENT	1,070,764	36,183	709,057	73,935	287,772	66.22%
401 SEWER CAPITAL IMPROVEMENT FUND						
53 CONTRACTUAL SERVICE	135,000	0	771	4,229	130,000	0.57%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	1,042,920	0	1,159	925	1,040,836	0.11%
56 DEBT SERVICES	214,287	0	214,285	2	0	100.00%
57 OTHER USES	0	0	0	0	0	0.00%
Sub Total 401 SEWER CAPITAL	1,392,207	0	216,215	5,156	1,170,836	15.53%
402 ARRA SEWER CAPITAL IMPROVEMENT						
55 CAPITAL OUTLAY	0	0	0	0	0	0.00%
Sub Total 402 ARRA SEWER CAPITAL	0	0	0	0	0	0.00%
501 WATER FUND						
51 PERSONAL SERVICES	489,660	34,209	341,139	17,833	130,688	69.67%
52 TRAVEL & TRANSPORTATION	11,200	9	1,889	1,505	7,806	16.86%
53 CONTRACTUAL SERVICE	126,090	1,645	42,528	7,823	75,739	33.73%
54 SUPPLIES & MATERIALS	429,193	14,696	216,668	125,606	86,920	50.48%
55 CAPITAL OUTLAY	226,559	3,180	105,802	74,237	46,519	46.70%
56 DEBT SERVICES	391,070	0	391,068	1	1	100.00%
57 OTHER USES	2,052	0	2,051	0	1	99.96%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 501 WATER FUND	1,675,824	53,739	1,101,145	227,005	347,674	65.71%
502 LIGHT FUND						
51 PERSONAL SERVICES	739,025	48,776	474,177	29,432	235,416	64.16%
52 TRAVEL & TRANSPORTATION	44,000	2,879	20,283	7,860	15,856	46.10%
53 CONTRACTUAL SERVICE	6,034,500	453,986	3,941,566	1,965,664	127,270	65.32%
54 SUPPLIES & MATERIALS	349,630	6,979	181,473	90,116	78,041	51.90%
55 CAPITAL OUTLAY	1,116,949	56,922	380,608	198,976	537,365	34.08%
56 DEBT SERVICES	213,087	15,012	133,285	79,715	87	62.55%
57 OTHER USES	3,761	0	3,760	0	1	99.96%

Village of Montpelier

Fund Type Details September 2023

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2023
* Report Contains Filters						

59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 502 LIGHT FUND	8,500,952	584,553	5,135,151	2,371,763	994,037	60.41%

503 SEWER FUND

51 PERSONAL SERVICES	459,324	31,625	312,824	20,690	125,810	68.11%
52 TRAVEL & TRANSPORTATION	6,925	196	2,663	1,195	3,067	38.45%
53 CONTRACTUAL SERVICE	255,756	2,471	100,832	130,542	24,382	39.43%
54 SUPPLIES & MATERIALS	351,853	34,950	195,492	68,245	88,117	55.56%
55 CAPITAL OUTLAY	129,373	2,120	70,413	3,614	55,347	54.43%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	2,052	0	2,051	0	1	99.96%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 503 SEWER FUND	1,205,283	71,362	684,275	224,285	296,723	56.77%

504 STORM SEWER FUND

51 PERSONAL SERVICES	75,220	5,782	55,889	4,054	15,277	74.30%
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
53 CONTRACTUAL SERVICE	15,000	0	0	0	15,000	0.00%
54 SUPPLIES & MATERIALS	250	0	0	0	250	0.00%
55 CAPITAL OUTLAY	130,000	0	124,227	0	5,773	95.56%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 504 STORM SEWER FUND	220,470	5,782	180,116	4,054	36,300	81.70%

505 UTILITY DEPOSIT FUND

53 CONTRACTUAL SERVICE	45,000	2,318	26,059	0	18,941	57.91%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 505 UTILITY DEPOSIT FUND	45,000	2,318	26,059	0	18,941	57.91%

506 WATER RESERVE

54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
56 DEBT SERVICES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 506 WATER RESERVE	0	0	0	0	0	0.00%

Village of Montpelier

Fund Type Details

September 2023

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2023
* Report Contains Filters						

507 CHASE/MONTPELIER WATER LINE RE

54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 507 CHASE/MONTPELIER WATER	0	0	0	0	0	0.00%

508 CHASE/MONTPELIER SEWER LINE RE

54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 508 CHASE/MONTPELIER SEWER	0	0	0	0	0	0.00%

701 INCOME TAX CONTROL

54 SUPPLIES & MATERIALS	20,000	0	20,081	2,000	-2,081	100.40%
Sub Total 701 INCOME TAX CONTROL	20,000	0	20,081	2,000	-2,081	100.40%

Report Total :	22,702,827	941,616	12,674,220	3,766,520	6,262,087	55.83%
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Village of Montpelier

Revenue Report September

	YTD Expected Revenue	MTD Actual Revenue	YTD Actual Revenue	YTD Uncollected Balance	Percent Collected
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* Report Contains Filters

101 GENERAL FUND

41 LOCAL TAXES	1,175,050.00	47,289.77	1,001,537.27	173,512.73	85.23%
42 INTERGOVERNMENTAL REVENUES	196,025.00	26,664.81	160,524.00	35,501.00	81.89%
43 SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	282,120.00	20,885.49	204,987.65	77,132.35	72.66%
46 FINES,LICENSES & PERMITS	80,200.00	2,897.41	71,907.84	8,292.16	89.66%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	400,600.00	37,642.68	343,044.66	57,555.34	85.63%
49 TRANSFER REVENUE	600,000.00	0.00	0.00	600,000.00	0.00%
Sub Total 101 GENERAL FUND	2,733,995.00	135,380.16	1,782,001.42	951,993.58	65.18%

201 STREET FUND

42 INTERGOVERNMENTAL REVENUES	230,000.00	21,866.02	177,686.68	52,313.32	77.26%
48 MISCELLANEOUS REVENUES	15,250.00	1,815.48	15,253.39	(3.39)	100.02%
Sub Total 201 STREET FUND	245,250.00	23,681.50	192,940.07	52,309.93	78.67%

202 STATE HIGHWAY FUND

42 INTERGOVERNMENTAL REVENUES	17,400.00	1,772.92	14,407.04	2,992.96	82.80%
48 MISCELLANEOUS REVENUES	1,420.00	208.41	1,576.54	(156.54)	111.02%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 202 STATE HIGHWAY FUND	18,820.00	1,981.33	15,983.58	2,836.42	84.93%

203 PARKS AND RECREATION FUND

41 LOCAL TAXES	375,000.00	12,468.75	317,390.73	57,609.27	84.64%
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	32,600.00	0.00	42,190.34	(9,590.34)	129.42%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	9,780.00	361.78	12,971.68	(3,191.68)	132.63%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 203 PARKS AND RECREATION FUND	417,380.00	12,830.53	372,552.75	44,827.25	89.26%

204 PERMISSIVE TAX

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 204 PERMISSIVE TAX	0.00	0.00	0.00	0.00	0.00%

205 STATE MOTOR VEHICLE LICENSE FU

42 INTERGOVERNMENTAL REVENUES	9,400.00	996.25	7,707.76	1,692.24	82.00%
48 MISCELLANEOUS REVENUES	2,045.00	297.41	2,510.12	(465.12)	122.74%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%

Village of Montpelier

Revenue Report September

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* Report Contains Filters

Sub Total 205 STATE MOTOR VEHICLE LICENSE FU	11,445.00	1,293.66	10,217.88	1,227.12	89.28%
206 ALC ED. & ENF. FUND					
46 FINES,LICENSES & PERMITS	100.00	0.00	60.00	40.00	60.00%
Sub Total 206 ALC ED. & ENF. FUND	100.00	0.00	60.00	40.00	60.00%
207 IRON HORSE RIVER TRAIL					
42 INTERGOVERNMENTAL REVENUES	1,200,000.00	0.00	0.00	1,200,000.00	0.00%
Sub Total 207 IRON HORSE RIVER TRAIL	1,200,000.00	0.00	0.00	1,200,000.00	0.00%
208 POLICE PENSION FUND					
41 LOCAL TAXES	13,000.00	0.00	14,890.50	(1,890.50)	114.54%
42 INTERGOVERNMENTAL REVENUES	2,000.00	1,019.27	2,041.70	(41.70)	102.09%
49 TRANSFER REVENUE	75,000.00	0.00	25,000.00	50,000.00	33.33%
Sub Total 208 POLICE PENSION FUND	90,000.00	1,019.27	41,932.20	48,067.80	46.59%
209 POLICE DRUG FUND					
46 FINES,LICENSES & PERMITS	400.00	100.00	1,053.00	(653.00)	263.25%
Sub Total 209 POLICE DRUG FUND	400.00	100.00	1,053.00	(653.00)	263.25%
210 LAW ENFORCEMENT					
46 FINES,LICENSES & PERMITS	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 210 LAW ENFORCEMENT	0.00	0.00	0.00	0.00	0.00%
211 COMPENSATED ABSENCES					
48 MISCELLANEOUS REVENUES	5,100.00	469.52	4,986.18	113.82	97.77%
49 TRANSFER REVENUE	18,454.00	0.00	18,453.14	0.86	100.00%
Sub Total 211 COMPENSATED ABSENCES	23,554.00	469.52	23,439.32	114.68	99.51%
212 WWIP - GRANT					
42 INTERGOVERNMENTAL REVENUES	2,721,887.00	192,756.61	2,240,402.01	481,484.99	82.31%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 212 WWIP - GRANT	2,721,887.00	192,756.61	2,240,402.01	481,484.99	82.31%
215 LOCAL CORONAVIRUS RELIEF FUND					
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 215 LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00%

Village of Montpelier

Revenue Report September

	YTD Expected Revenue	MTD Actual Revenue	YTD Actual Revenue	YTD Uncollected Balance	Percent Collected
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* Report Contains Filters

216 CORONAVIRUS ARPA 2021 FUND

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 216 CORONAVIRUS ARPA 2021 FUND	0.00	0.00	0.00	0.00	0.00%

220 DOWNTOWN REVITALIZATION

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 220 DOWNTOWN REVITALIZATION	0.00	0.00	0.00	0.00	0.00%

250 MICROENTERPRISE LOAN FUND

48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 250 MICROENTERPRISE LOAN FUND	0.00	0.00	0.00	0.00	0.00%

301 TAX CAPITAL IMPROVEMENT FUND

41 LOCAL TAXES	435,000.00	14,546.88	370,289.19	64,710.81	85.12%
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	4,850.48	(4,850.48)	0.00%
43 SPECIAL ASSESSMENTS	500.00	0.00	1,127.10	(627.10)	225.42%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	28,549.00	0.00	0.00	28,549.00	0.00%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 301 TAX CAPITAL IMPROVEMENT FUND	464,049.00	14,546.88	376,266.77	87,782.23	81.08%

401 SEWER CAPITAL IMPROVEMENT FUND

41 LOCAL TAXES	375,000.00	12,468.75	317,390.73	57,609.27	84.64%
42 INTERGOVERNMENTAL REVENUES	381,570.00	0.00	0.00	381,570.00	0.00%
43 SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
49 TRANSFER REVENUE	300,000.00	0.00	0.00	300,000.00	0.00%
Sub Total 401 SEWER CAPITAL IMPROVEMENT FUND	1,056,570.00	12,468.75	317,390.73	739,179.27	30.04%

402 ARRA SEWER CAPITAL IMPROVEMENT

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 402 ARRA SEWER CAPITAL IMPROVEMENT	0.00	0.00	0.00	0.00	0.00%

501 WATER FUND

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	1,203,500.00	109,719.80	956,394.34	247,105.66	79.47%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%

Village of Montpelier

Revenue Report September

	YTD Expected Revenue	MTD Actual Revenue	YTD Actual Revenue	YTD Uncollected Balance	Percent Collected
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* Report Contains Filters

48 MISCELLANEOUS REVENUES	9,450.00	431.37	16,702.75	(7,252.75)	176.75%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 501 WATER FUND	1,212,950.00	110,151.17	973,097.09	239,852.91	80.23%

502 LIGHT FUND

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	7,069,600.00	584,396.63	5,067,054.67	2,002,545.33	71.67%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	35,100.00	5,649.63	44,099.65	(8,999.65)	125.64%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 502 LIGHT FUND	7,104,700.00	590,046.26	5,111,154.32	1,993,545.68	71.94%

503 SEWER FUND

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	920,800.00	86,302.40	732,357.24	188,442.76	79.53%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	9,250.00	466.79	5,600.34	3,649.66	60.54%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 503 SEWER FUND	930,050.00	86,769.19	737,957.58	192,092.42	79.35%

504 STORM SEWER FUND

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	95,000.00	7,913.45	71,000.44	23,999.56	74.74%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	250.00	0.94	73.67	176.33	29.47%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 504 STORM SEWER FUND	95,250.00	7,914.39	71,074.11	24,175.89	74.62%

505 UTILITY DEPOSIT FUND

45 CHARGES FOR SERVICES	30,000.00	3,375.00	18,210.00	11,790.00	60.70%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 505 UTILITY DEPOSIT FUND	30,000.00	3,375.00	18,210.00	11,790.00	60.70%

506 WATER RESERVE

48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 506 WATER RESERVE	0.00	0.00	0.00	0.00	0.00%

507 CHASE/MONTPELIER WATER LINE RE

42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%

Village of Montpelier

Revenue Report September

	YTD Expected Revenue	MTD Actual Revenue	YTD Actual Revenue	YTD Uncollected Balance	Percent Collected
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* Report Contains Filters

Sub Total 507 CHASE/MONTPELIER WATER LINE RE	0.00	0.00	0.00	0.00	0.00%
508 CHASE/MONTPELIER SEWER LINE RE					
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 508 CHASE/MONTPELIER SEWER LINE RE	0.00	0.00	0.00	0.00	0.00%
701 INCOME TAX CONTROL					
48 MISCELLANEOUS REVENUES	20,000.00	0.00	20,080.60	(80.60)	100.40%
Sub Total 701 INCOME TAX CONTROL	20,000.00	0.00	20,080.60	(80.60)	100.40%
702 Credit Memo Utility Billing					
48 MISCELLANEOUS REVENUES	5,000.00	(1,152.11)	(4,387.66)	9,387.66	-87.75%
Sub Total 702 Credit Memo Utility Billing	5,000.00	(1,152.11)	(4,387.66)	9,387.66	-87.75%
Report Total :	18,381,400.00	1,193,632.11	12,301,425.77	6,079,974.23	66.92%

CASH FUND BALANCE

MONTH ENDED SEPTEMBER 2023

PREMIER BANK	\$250,504.00	
PREMIER BANK - Savings	\$6,018,734.54	
DENTAL	\$3,000.00	
 TOTAL CASH		\$6,272,238.54
 INVESTMENTS:		
INVESTMENTS	<u>\$11,747,921.57</u>	
TOTAL INVESTMENTS		\$11,747,921.57
 PETTY CASH		<u>\$1,950.00</u>
 TOTAL CASH AND INVESTMENTS		\$18,022,110.11
 LESS:		
OUTSTANDING CHECKS		(\$456,604.48)
DEPOSIT FOR 501 C 3		\$0.00
 PLUS:		
Deposit In Transit -		\$0.00
Deposit In Transit		\$0.00
Deposit In Transit -		\$0.00
CC IN TRANSIT		\$14,024.73
TOTAL CASH AVAILABLE PER BANK		\$17,579,530.36
 TOTAL CASH AVAILABLE PER BOOKS		\$17,579,530.36
		\$0.00

I have reviewed the following financial information: _____ date: _____

		Fund Balance - Unexpended					
\$6,269,238.54		\$368,788.83	0.0588	\$26,369.11	\$1,551.17	201	
		\$49,548.20	0.0079	\$26,369.11	\$208.41	202	
		\$70,708.31	0.0113	\$26,369.11	\$297.41	205	
		\$111,627.24	0.0178	\$26,369.11	\$469.52	211	
					\$2,526.50		
				\$0.00	\$23,842.61	101	
				\$15,423.48	\$15,423.48	101-482-001	inv int
				(\$2,616.58)	(\$2,616.58)	101-482-002	Chg in inv
				\$39,176.01	\$39,176.01		
INCOME TAX - CCA							
	\$66,500.00	0.40625000		\$27,015.63	101-000-413-000	0.625	0.40625
		0.21875000		\$14,546.88	301-000-413-000		0.21875
		0.18750000		\$12,468.75	203-000-413-000	0.1875	
		0.18750000		\$12,468.75	401-000-413-000	0.1875	
				\$66,500.00		1	
INCOME TAX - STATE NET PROFIT							
	\$0.00	0.40625000		\$0.00	101-000-413-000	0.625	0.40625
		0.21875000		\$0.00	301-000-413-000		0.21875
		0.18750000		\$0.00	203-000-413-000	0.1875	
		0.18750000		\$0.00	401-000-413-000	0.1875	
				\$0.00		1	
INCOME TAX - ATTORNEY GENERAL							
	\$0.00	0.40625000		\$0.00	101-000-413-000	0.625	0.40625
		0.21875000		\$0.00	301-000-413-000		0.21875
		0.18750000		\$0.00	203-000-413-000	0.1875	
		0.18750000		\$0.00	401-000-413-000	0.1875	
				\$0.00		1	
INCOME TAX - EL LIGHT COMPANIES							
	\$0.00	0.40625000		\$0.00	101-000-413-000	0.625	0.40625
		0.21875000		\$0.00	301-000-413-000		0.21875
		0.18750000		\$0.00	203-000-413-000	0.1875	
		0.18750000		\$0.00	401-000-413-000	0.1875	
				\$0.00		1	
	\$66,500.00	TOTAL TAX COLLECTIONS FOR MONTH					



Village of Montpelier

211 N. Jonesville Street • PO Box 148
Montpelier, Ohio 43543
Phone (419) 485-5543
Fax (419) 485-4947

COUNCIL MEETING SCHEDULE for 2024

Meetings are the 2nd and 4th Monday of Each Month Except those in Red

Council meetings begin at 6:00pm.

Held at the Montpelier Police Department Conference Room

Located at 221 Empire Street

January 8th
January 22th

July 8th
July 22nd

February 12th
February 26th

August 12th
August 26th

March 11th
March 25th

September 16th
Only Meeting in September

April 8th
April 22nd

October 14th
October 28th

May 13th
May 28th (Tuesday)

November 12th (Tuesday)
November 25th

June 10th
June 24th

December 16th
Only Meeting in December

Meetings are subject to change and cancellation. Notification of cancelled meetings or change in locations are made on the Village of Montpelier website at www.montpelieroh.org/agenda.html and to the media via e-mail for those requesting notification.

MONTPELIER OHIO POLICE DEPARTMENT

SPECIALTY POSITION and PAY
Policy 2-25

2-25.1 Purpose:

The purpose of this policy is to identify the additional, specialty duties that officers may be asked to perform, and to outline the specialization pay (stipend) offered for meeting the necessary requirements. Specialty Assignments are meant to enhance department operational functions, and to assist in recruitment and retention of employees.

2-25.2 Policy:

The Montpelier Police Department is a full-service police agency, whose goal is to meet the ever-changing needs of the immediate community, and those surrounding communities who call upon us. The Montpelier Police Department, in general, hires personnel to fulfill the role of Patrol Officer, Juvenile (school) Resource Officer, Sergeant, Lieutenant, and Chief. These positions may have separate qualifications which have a specific role and authorized pay scale.

Additionally, more specialized duties may be required of officers within the above roles. Officers may receive specialized training to help qualify them within those specialized duties, and may have additional compensation for these duties. Officers may not necessarily be mandated to fulfill specialized roles, but rather assume these roles due to voiced interest or application to the position. However, officers may be asked to perform certain acts within the roles of specializations, out of immediate need, without being appointed to those roles.

Specialization Pay shall be a stipend, paid in addition to regular wages, and as authorized by the Chief of Police. A request will be made to the Finance Director for payment to the specific officer. Payment shall be received at the end of the year, ideally on the first pay of December. In general, no officer is eligible for Specialization Pay if they do NOT fulfill the requirements for the full year (December to December). Specialization Pay is NOT authorized for overtime, and shall be received in one lump sum. Officers assigned to a specialty assignment for part of a year may be eligible for the specialization pay, at the discretion of the Chief of Police and by the authority of the Village Manager. A prorated payment may be made for those assigned duties after December, up to the maximum rate, as follows:

Date of Appointment for Specialty Assignment	Maximum Rate of Payment
December 1 to January 31	100%
February 1 to April 30	75%
May 1 to June 30	50%
July 1 to September 30	25%
October 1 to November 30	0%

Full-time officers are eligible for the full Specialization Pay for one specialty assignment only. IF authorized, taking on additional specialty assignments may have a Specialization Pay rate of no more than \$250.00 authorized.

MONTPELIER OHIO POLICE DEPARTMENT

No specialized role shall be perceived as a supervisory or promoted position. Officers who take on any specialty assignment must perform their regular duties to standard, in conjunction with any specialty assignment.

If the officer is relieved of a specialty assignment for reasons of misconduct or disloyalty to the department, or if they are terminated or have terminated their employment for any reason, the officer is NOT eligible for any Specialization Pay, regardless of how long they have performed the duty throughout the year (with exception of rules applying to the K9 Handler by law, retirement, or as otherwise authorized by the Village Manager).

2-25.3 Specialization Scale and Requirements:

<i>Specialty Assignment</i>	<i>Stipend Pay</i>	<i>Requirements</i>
A.L.E.R.T. Team¹	\$2,500	Membership and activity of the A.L.E.R.T. team is high risk and liability. Members must participate in at least 75% of the trainings, and 90% of operations to be credited.
Cell Phone Analysis	\$1,000	The Cell Phone Analyst position shall require the officer to obtain specialized training. The Cell Phone Analyst must perform duties to the satisfaction of the Chief of Police.
CVSA Operator	\$1,000	Must have certification current and have utilized the CVSA to the satisfaction of the Chief of Police.
Evidence Technician	\$2,500	Evidence custodial duties is a high liability function. The evidence technician must have attended an outside training within 1 year of appointment, and have performed duties to the satisfaction of the Chief of Police.
K9 Handler*	<i>See MOU</i>	Stipend pay is calculated based upon an agreed upon rate within the K9 Handler MOU, and as authorized by law.
Negotiator	\$1,500	The department Negotiator is a high liability function. The Negotiator is required to have a minimum basic negotiator training, and to have performed duties (and/or continuing education training) to the satisfaction of the Chief of Police.
Unmanned Aerial Vehicle (UAV)¹	\$1,000	The UAV Operator is required to obtain the proper FAA licensing and maintain that licensing. The UAV operator shall conduct consistent training and perform duties to the satisfaction of the Chief of Police.

*K9 Handler stipend is paid either monthly, quarterly, or annually as requested by the handler. The K9 Handler and the compensation for this position may be dictated by policy other than as described within 2-25.

¹Part-time officers are eligible for Specialty Pay for these specialty assignments, only.

2-25.4 Other

Additionally, any new hire officer who has graduated the academy within one year of hire, may be able to receive "tuition reimbursement" toward the cost of the academy. Officers must provide a receipt for the total cost paid to the academy they attended. Officers will be eligible for a \$1000 lump sum payment after one year of service to the Montpelier Police Department. The officer is then eligible for an additional \$4000 lump sum payment after 5 years of faithful service. Reimbursement total shall not total more than \$5000, or the total amount of academy tuition, whichever is less. Only full-time officers are eligible for this payment. Tuition reimbursement is at the recommendation of the Chief of Police to the Village Manager, and at the discretion of the Village Finance Director.

Specialization Pay is a program meant to assist with recruiting and retention. This program is authorized at the recommendation of the Chief of Police to the Village Manager, and at the discretion of the Village Finance Director. Economics and the primary needs of the agency/community may affect how this program is enforced, operates, and is paid. Taking on a specialty duty is NOT a guarantee of Specialization Pay. This program may be terminated at any time. All stipend pay will have applicable taxes applied.

CSO PHASE VI
CHANGE ORDER #02

Additional Work - Public

Item No.	Item Description	Quantity	Unit of Measure	Unit Price		Total
	Milling	8648	SY	\$ 2.20	\$	19,025.60
	Asphalt Type 1	247	CY	\$ 7.52	\$	1,857.44
	Asphalt Scratch Coat	300	CY	\$ 247.18	\$	74,154.00
	411 Berm	80	CY	\$ 84.86	\$	6,788.80
					<u>\$</u>	<u>101,825.84</u>

RESOLUTION 1381

A RESOLUTION ACCEPTING A PROPOSAL FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR WIL IRON HORSE RIVER TRAIL

WHEREAS, The Village of Montpelier has received funding in the Transportation Alternative Program for the Iron Horse River Trail, and

WHEREAS, The Village is now ready to proceed with construction of the WIL Iron Horse River Trail, pending Ohio Department of Transportation (ODOT) approval; and

WHEREAS, Two proposals were received for the WIL Iron Horse River Trail construction engineering and inspection services, and

WHEREAS, It is recommended that the service agreement #39964 be awarded to Mannik & Smith Group, Inc. in the amount not to exceed \$131,504.

NOW, THEREFORE BE IT RESOLVED by the Council of the Village of Montpelier, Williams County, Ohio; that:

Section 1: The Village Manager is authorized to enter into a contract with Mannik & Smith Group, Inc. for construction engineering and inspection services for the WIL Iron Horse River Trail project on terms substantially similar to those contained in agreement #39964 and pending approval from Ohio Department of Transportation (ODOT).

Section 2: This Resolution shall be effective immediately upon passage.

Passed: _____
_____ Mayor

Attest:

Clerk of Council



September 29, 2023

Jason Rockey
Village of Montpelier Manager
211 Jonesville St.
Montpelier, OH 43543

Re: Cost Proposal for Construction Inspection and Construction Administration Services
WIL-Iron Horse River Trail, Phase 1

Dear Mr. Rockey:

The Mannik & Smith Group, Inc. (MSG) is pleased to present the following cost estimate for the subject project, as per your request. MSG proposes to perform the above services on a "time and materials" fee basis. Our estimated cost for this project is **\$131,504.00**. A detailed breakdown including our estimated hours, assumptions and reimbursable expenses are attached for your reference.

The construction time frame is approximately November 13, 2023, through June, 2024 with a 2.5 month winter shutdown. Therefore, we will base our proposal on a 24 week construction duration with preconstruction and post construction administrative work for the CE2.

If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Colin R. Wantz", with a long horizontal flourish extending to the right.

Colin R. Wantz
Construction Services Team Leader / Associate



TECHNICAL SKILL.
CREATIVE SPIRIT.

2300948 WIL-Iron Horse River Treail, Phase 1 - Cost Proposal.Docx



1800 Indian Wood Cir
Maumee, OH 43537
Tel: 419.891.2222
Fax: 419.891.1595
www.MannikSmithGroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

MSG Proposal No.: 2300948

Date: September 29, 2023

CLIENT: Village of Montpelier

CLIENT CONTACT: Jason Rockey

ADDRESS: 211 N Jonesville St CITY, STATE, ZIP Montpelier, Ohio, 43543

PHONE: 419-485-5543 EMAIL: JRockey@montpelieroh.org

PROJECT NAME: WIL-Iron Horse River Trail, Phase 1 - Construction Inspection & Construction Administration

SCOPE OF WORK FOR MSG:

MSG will perform Construction Engineering, Inspection and Construction Administration Services tasks as requested by the Village of Montpelier. In general, we envision our role (from start to finish) as follows:

- Set up software files for Project Recordkeeping (Appia from Infotech).
- Up front Review and Approval of required Contractor's Correspondence (sub-contractors, materials, material suppliers, mix designs, etc.).
- Review and filing of DBE, EEO and CUF compliance
- Material Management Process
 - Review and approval relative to certified ODOT suppliers
 - Contractor/Sub-contractor to submit proposed project materials
 - Review and approval relative to approved ODOT materials/JMFs
 - Verification that materials are delivered to site and used in construction are as approved
- Review of all project submittals
 - Review Contractor submittals for all Boardwalk related work to ensure proposed design and materials adhere to plan requirements
- Review all Contractor initiated RFI's and work with the Village of Montpelier and the Project Designer to provide a response.
- Creation of a Project Bill of Materials (PBOM).
 - Material with AWP certification; Material is on "Qualified Products List"; Material "Bill of Laden" is provided, and Material specifications sheets, pay tickets with JMF, etc.
- Review of the Contractor's progress schedule relative to critical path milestones.
- Construction Material Testing (CMT) of concrete and soils as required per the CMS
- Testing of subgrade and 304 compaction via Nuclear Density gauge per the CMS
- Full-time Construction Observation of Contractor's work operations for conformance relative to the construction plans and specifications.
 - Prepare Daily Construction Reports, including Contractor's work force, progress, MSG measured quantities, etc.
 - Filing of Material Documentation.
 - Review and Submission of Contractor's Pay Requests.
- Conduct a Final Inspection with the Village, ODOT and the Contractor.
- Review Contractor's completion of Punch List items and Certification of Project Completion.
- Review and submission of Contractor's Final Payment Requests.

FEE SCHEDULE:

☒ TIME AND MATERIALS

☐ LUMP SUM

PROJECT FEE **\$131,504.00**

Project fee assumes Contractor will be onsite working for 16 weeks in the Fall / Winter and then will take a break for several weeks before resuming in early spring and working an additional 8 weeks to finish out the project for a total of 24 weeks of construction.



1800 Indian Wood Cir
Maumee, OH 43537
Tel: 419.891.2222
Fax: 419.891.1595
www.MannikSmithGroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

MSG Proposal No.: 2300948
Date: September 29, 2023

SCHEDULE:

Estimated to be October, 2023 through August, 2024.

AGREEMENT:

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described above according to the attached Terms and Conditions. No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein. In the event Client directs The Mannik & Smith Group, Inc. to proceed with the work, even if not signed below, the Terms & Conditions are considered accepted by the Client.

VILLAGE OF MONTPELIER MANAGER

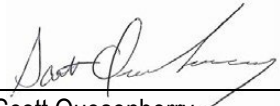
THE MANNIK & SMITH GROUP, INC.

SIGNED: _____

PRINTED: _____

TITLE: _____

DATE: _____

SIGNED:  _____

PRINTED: Scott Quesenberry

TITLE: Vice President

DATE: September 29, 2023

The Mannik & Smith Group, Inc. Standard Terms and Conditions

Services: The Mannik & Smith Group, Inc. (MSG) will perform the Scope of Work as set forth in MSG's proposal and in accordance with these Terms & Conditions. MSG has developed the Scope of Work, schedule, and compensation based on Client provided information and various assumptions about Client's needs and preferences. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Client further acknowledges that the Scope of Work for this Agreement was prepared at Client's request. In the event that the Scope of Work or a portion thereof for this Agreement, was developed by a party other than MSG, MSG makes no claims as to its adequacy, since MSG was not involved in or privy to the information and considerations that it reflects. Accordingly, Client acknowledges that MSG is forced to assume that the Scope of Work is fully adequate for Client's purposes. Client also understands that MSG assumes that Client has an alternative source from which to obtain any needed or desired services not listed.

Additional Services: The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services, the Client shall pay for such additional services in an amount, and manner as the parties may subsequently agree.

Compensation: In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the Project is not exceeded.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, Subcontracted Services and Reimbursable Expenses without reduction of MSG's compensation. Payment for MSG's services shall be made in United States dollars.

Project Requirements: The Client has the right to retain its own consultants and contractors (Client's Consultants) to perform services on the Project and shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception and provide any reports, testing, and documents necessary for MSG to complete its Scope of Work. MSG, Client, and Client's Consultants shall coordinate Project related services. MSG shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by Client and Client's Consultants. However, MSG shall provide notice to the Client if MSG becomes aware of any error, omission or inconsistency in such services or information. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the Standard of Care provision. Client's Consultants shall be properly licensed to practice in the jurisdiction of the Project and shall maintain insurance, including professional liability

insurance, as sufficient and appropriate for the Project. The Client shall identify a representative authorized to act on Client's behalf with respect to the Project.

Period of Service: MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client for review and approval. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control.

Payment Terms: Client recognizes that time is of the essence with respect to payment of Consultant's invoices and that timely payment is a material part of the consideration of this Agreement. MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing, property acquisition, or approvals necessary for project initiation through completion. Invoice payment delayed beyond 60 calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 calendar days shall be just cause for termination by MSG.

In cases where MSG has issued reports and/or letters of reliance, MSG may also notify the Client and any other party to which these reports and/or letters of reliance were issued of MSG's withdrawal of reliance upon the information contained therein, and request return of all written reports, data, and other information as the rightful property of MSG, based upon the Client's failure to pay. In the case of such a request, the Client agrees to return of all documents and/or letters of reliance, and provide written notification to any party to which MSG's reports or data were disseminated, notifying them of MSG's withdrawal of reliance. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination.

Assignment: In lieu of any provision in this Agreement against assignment, MSG or the Client may propose an assignment of its rights and responsibilities under this Agreement to a third party when the following conditions have been met: prior to any assignment, the party proposing to assign its rights and responsibilities under this Agreement and that party's proposed assignee shall furnish to the other reasonable evidence that arrangements have been made by the proposed assignee to fulfill the assigning party's obligations, including financial obligations, under this Agreement. If the party subject to assignment has no reasonable objection to the proposed assignment, the proposing party may then assign the Agreement. Any expense incurred by MSG because of the assignment shall be considered as an Additional Service and compensated in accordance with this Agreement.

Betterment: If, due to MSG's error, any required item or component of the project is omitted from MSG's reports, plans or construction documents, MSG shall not be responsible for paying the cost to add such

item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will MSG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Buried Utilities: Client will furnish to MSG information identifying the type and location of utility lines and other man-made objects beneath the Project Site's surface. Using information provided by the Client, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with the Standard of Care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. Client and MSG mutually agree to field validate the location of underground utilities or other man-made objects and vet final subsurface penetration locations to the satisfaction of both parties. Further, Consultant reserves the right to notify local utility protection agencies or services, and to delay project implementation until these agencies or services have identified known utility lines or other subsurface man-made objects. MSG will take reasonable precautions to avoid damaging any identified utility lines or other man-made objects. Client agrees to waive any claim against MSG, and to defend, indemnify and hold MSG harmless from any claim or liability for injury or loss, including economic damages arising, or allegedly arising, from MSG's damaging underground utilities or other man-made objects that were not called to MSG's attention, which were not properly located on plans furnished to MSG, or were not identified or properly marked by any utility protection agency or service contracted by MSG unless damages are caused by the sole negligence or willful misconduct of MSG.

Changed Costs: MSG shall have the right to increase its hourly rates, payable by Client to MSG, for any non-lump sum fee in the event that performance of this Agreement extends beyond one year from the date of execution.

Compliance with Laws: MSG shall perform its services consistent with its Standard of Care and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Confidentiality: MSG will hold in confidence any information about the Client's operations that would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information that is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.
- f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

Consequential Damages: The Client and MSG waive consequential damages which include but are not limited to profits, loss revenues, loss of use, loss of financing and loss of reputation, for claims, disputes or other matters in question arising out of, or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, equity or that might arise out of or being included with the parties' indemnification obligations.

Cost Estimates or Opinions: MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that neither the Client nor MSG has control over the cost of labor, materials, or equipment; a contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Therefore, actual costs may vary from the cost estimates or opinions prepared and that MSG offers no guarantee related to the Project cost.

Defects in Service: The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered. MSG will correct defects, at its own cost, if timely notified by Client.

Design Professional as Business Entity: Client acknowledges that MSG is a business entity and agrees that any claim made by the Client arising out of any act or omission of any member, owner, partner, manager, director, officer or employee of the business entity in the execution or performance of the Agreement shall be made solely against the business entity and not against any individual or group of individuals in any capacity.

Dispute Resolution: In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and MSG shall endeavor to resolve claims, disputes and other matters in question during a meet and confer session. A meet and confer session shall be attended by the Client and MSG or their authorized representatives who shall have the authority to bind the parties. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Commons Pleas, Lucas County, Ohio. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Force Majeure: MSG shall be entitled to an equitable adjustment to the schedule and compensation for force majeure events, including but not limited to: acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, acts of war, terrorism, violence, floods, epidemics, quarantine restrictions, strikes, embargoes,

and unusually severe weather or any other cause outside of the control of MSG. MSG shall notify Client in writing after the beginning of any such cause becomes known, which would affect its performance. In the event a force majeure event continues for more than 30 days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices.

Governing Law: The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the State of Ohio.

Indemnification: MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence.

Independent Consultant: MSG shall serve as an independent consultant for services provided under this Agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

Information from Other Parties: The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance: At a minimum, MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation:	As required by applicable state statute
Commercial General Liability:	\$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
Automobile Liability:	\$1,000,000 combined single limit for bodily injury and property damage
Professional Liability:	\$2,000,000 each claim and in the aggregate

The Client shall arrange for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Integration: This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties. Should any portion be found to be illegal or non-enforceable, such portion shall be deleted and the balance shall remain in effect.

Lien Rights: MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this Agreement and/or MSG's performance of services on the Project, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

Notification of Hazardous Materials: The Client warrants they have disclosed the location and quantity of all potential wastes, hazardous materials, including asbestos, and/or petroleum compounds (Hazardous Materials), whether regulated or unregulated, that are assumed or suspected to exist or may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered where there is no reason to believe they could or should be present, MSG may be required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures MSG deems prudent to minimize risks to its employees, the public, and the environment. MSG shall notify Client as soon as practically possible in the event unanticipated Hazardous Materials or suspected Hazardous Materials are encountered. Under these circumstances, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws.

In addition, Client understands and agrees that in seeking the professional services of MSG under this Agreement, Client may request MSG to undertake obligations involving or related to Hazardous Materials. To the fullest extent permitted by law, Client agrees to defend and indemnify MSG and its subcontractors, consultants, agents, officers, directors and employees from any claim or liability or loss, including reasonable attorney fees arising from or connected with the presence, discharge, release, or escape of Hazardous Materials or environmental liability of any nature or in any manner related to services performed by MSG as part of the Project, including the failure to discover any Hazardous Materials which may exist in, on, above, beneath, about or which have migrated onto, or under, the Project Site except for those events caused by the sole negligence or willful misconduct of MSG. Without limiting the generality of the foregoing, the above indemnification extends to claims resulting from:

- Client's violation or alleged violation of any federal, state or local statute, regulation or ordinance relating to the disposal of Hazardous Materials;
- Client's or MSG's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Materials found or identified at the site;
- Hazardous Materials introduced at the Project site by Client or third persons before or after the completion of services herein;
- Allegations that MSG is a generator, operator, treater, storer, transporter, arranger for transport, handler, or disposer under RCRA, the Comprehensive Environmental, Response, Compensation and

Liability Act ("CERCLA") or any other federal, state or local law, regulation or ordinance.

MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to Hazardous Materials in any form at the Project site.

Ownership of Documents: Documents prepared or furnished by MSG pursuant to this Agreement are instruments of MSG's professional services and MSG shall retain an ownership and property interest therein, including all copyrights. Upon payment for services rendered, MSG grants Client a license to use instruments of MSG's professional service for its intended purpose. It is expressly understood that computer-aided design and drafting (CADD) and/or building information modeling (BIM) files are issued only as supplemental information for convenience to the Client or other authorized users. CADD and BIM, like any electronic data, transferred in any manner or translated from the system and format used by MSG pursuant to this Agreement, to another system or form, are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, that electronic data may be altered or corrupted whether inadvertently or otherwise. As such, record documents of service shall be based on the printed copy. Reuse or modification of any such documents by Client, without MSG's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend and hold MSG harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Relationship of The Parties: All services provided by MSG are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG.

Safety: MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor, nor shall MSG be responsible for the Contractor's failure to perform Contractor's work in accordance with the requirements of the Contract Documents.

Severability: Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Standard of Care: Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances (Standard of Care). The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. MSG makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.

Survival: All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

Suspension of Work: The Client may suspend services performed by MSG with cause upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

MSG may suspend services if Client fails to make payments to MSG in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement. Such failure shall be considered substantial nonperformance and cause for termination or, at MSG's option, cause for suspension of performance of services under this Agreement. If MSG elects to suspend services, MSG shall give fourteen (14) days' written notice to the Client before suspending services. In the event of a suspension of services, MSG shall have no liability to the Client for delay or damage because of such suspension of services. Before resuming services, MSG shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MSG's services. MSG's fees for the remaining services and the time schedules shall be equitably adjusted.

Termination: In the event of substantial failure by a party to fulfill its obligations of the terms hereunder, that party may be deemed in default. If the party fails, within seven (7) calendar days after receipt of written notice to commence and continue satisfactory correction of the default with diligence and promptness, then the other party without prejudice to other remedies it has, may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days.

Third Party Claims: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG. However, in the case of a third party claim, the Client will compensate MSG for services performed in defense of such claim unless the claim resulted from the negligent act, error or omission of MSG.

Violations of Law: The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practices Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act (Pub. L. 111-5), to the extent caused by the Client or his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Waiver of Rights: The failure of either party to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Revised January 2020

The Mannik & Smith Group - Iron Horse Trail Estimated Fee

Hourly Rate		Truck Rate / day		Equipment / Nuc Gauge	
CI	CE2	CI	CE2	CI	CE2
\$ 79.00	\$ 146.00	\$ 49.00	\$ 49.00	\$ 30.00	\$ -

Week #	Date	Hours		Vehicle Days		Equipment Days	
		CI	CE2	CI	CE2	CI	CE2
-	Setup		24				
0	10/09/23						
1	10/16/23						
2	10/23/23						
3	10/30/23						
4	11/06/23						
5	11/13/23	40	8	5	2		
6	11/20/23	40	8	5	2		
7	11/27/23	40	8	5	2		
8	12/04/23	40	8	5	2		
9	12/11/23	40	8	5	2		
10	12/18/23	40	8	5	2		
11	12/25/23	40	8	5	2		
12	01/01/24	40	8	5	2		
13	01/08/24	40	8	5	2		
14	01/15/24	40	8	5	2		
15	01/22/24	40	8	5	2		
16	01/29/24	40	8	5	2		
17	02/05/24	40	8	5	2		
18	02/12/24	40	8	5	2		
19	02/19/24	40	8	5	2		
20	02/26/24	40	8	5	2		
21	03/04/24		8				
22	03/11/24		8				
23	03/18/24		8				
24	03/25/24		8				
25	04/01/24		8				
26	04/08/24		8				
27	04/15/24		8				
28	04/22/24		8				
29	04/29/24		8				
30	05/06/24	40	8	5	2		
31	05/13/24	40	8	5	2	5	
32	05/20/24	40	8	5	2	5	
33	05/27/24	40	8	5	2		
34	06/03/24	40	8	5	2		
35	06/10/24	40	8	5	2		
36	06/17/24	50	8	5	2		
37	06/24/24	50	8	5	2		
38	07/01/24						
39	07/08/24						
40	07/15/24						
41	07/22/24						
42	07/29/24						
43	08/05/24						
-	Closeout	0	24				

Hours		Vehicle Days		Equipment Days	
CI	CE2	CI	CE2	CI	CE2
\$ -	\$ 3,504.00	\$ -	\$ -	\$ -	\$ -
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\$ -	\$ 3,504.00	\$ -	\$ -	\$ -	\$ -
\$ 77,420.00	\$ 45,552.00	\$ 5,880.00	\$ 2,352.00	\$ 300.00	\$ -
					\$ 131,504.00



September 11, 2023

Jason Rockey | Village Manager
Village of Montpelier
PO Box 148
Montpelier, Ohio 43543

Re: **WIL-Iron Horse River Trail PID No. 111250**

Dear Mr. Rockey:

With the construction of the Iron Horse River trail, the Village of Montpelier is making a long-term commitment to local residents. By ensuring quality construction inspection and administrative services, The Mannik & Smith Group, Inc. (MSG) will help to support this commitment. Therefore, we are pleased to present our proposal to the Village of Montpelier for Construction Inspection and Construction Administration (CICA) services. MSG offers the following benefits to the Village of Montpelier in the delivery of this project:

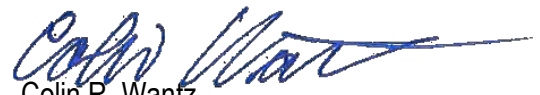
Dedicated staff with local experience. Our team is experienced working with ODOT District 2 Construction Monitors and other local municipalities on similar projects. Our northwest Ohio construction services team will provide dedicated quality Construction Inspection and Construction Administration services for the Village as you make this great investment into our community.

Expertise with the LPA Process. MSG has successfully completed many Ohio Department of Transportation (ODOT) funded Local Public Agency (LPA) projects throughout the state and we thoroughly understand ODOT's protocols, procedures, documentation and reporting requirements. All of our ODOT-funded LPA CICA projects have been successfully completed in full compliance with all requirements and in a timely manner.

The 4Cs. MSG's corporate philosophy stresses communication, collaboration, cooperation and commitment. These practices are especially important on CICA projects where the successful completion of a project depends on effective interpersonal communications between everyone involved — from the client to the contractor and to the construction inspection and administration team.

Thank you for the opportunity to be involved with this very important project. Sincerely,


Brian J. Kirk
Construction Engineer 2


Colin R. Wantz
Construction Services Team Leader

Founded in 1955, The Mannik & Smith Group, Inc. (MSG) is consistently recognized for dedication to technical expertise, client service and community involvement. Structured to meet client needs and focused on adding value to each project, more than 90% of our work is repeat business. Our talented staff delivers integrated planning, design, engineering, and construction solutions. We pride ourselves on our ability to anticipate, meet and exceed the needs of our clients.

Continuously evolving to meet the changing needs of both the public and private sectors, the success of MSG is built on partnerships, the detailed and process-oriented delivery of projects, and by living up to the one position that can only be earned – being a trusted advisor to our clients.

The Mannik & Smith Group, Inc.

1800 Indian Wood Circle,
Maumee, OH 43537
T: 419-891-2222
F: 419-891-1595
www.MannikSmithGroup.com

Primary Contact

Colin Wantz
Construction Team Leader
C: 440-313-7437
cwantz@manniksmithgroup.com

1. ODOT Prequalifications

Roadway

- Bicycle Facilities and Enhancement Design
- Non-Complex Roadway Design
- Complex Roadway Design

Interchange Justification / Modification Study

Safety Study

Right of Way Plan Development

- Limited and Complex

Subsurface Utility Engineering (SULS)

Bridge Design

- Level 1 & Level 2

Bridge Inspection

- Level 1 (Minor)

Geotechnical Services

- Geotechnical Engineering Services
- Geotechnical Testing Laboratory
- Geotechnical Field Exploration
- Geotechnical Drilling Inspection

Traffic Signal Design

- Basic Traffic Signal Design
- Traffic Signal System Design

Highway Lighting Design

- Limited Highway Lighting Design
- Complex Highway Design

Environmental Services

- Environmental Document Prep – EA/ EIS
- Environmental Document Preparation – CE
- Environmental Document Preparation – 4(f)
- Ecological Surveys
- Stream and Wetland Mitigation
- Waterway Permits
- Noise Analysis and Abatement Design
- Archaeological Investigations
- Historical/Architectural Investigations
- Regulated Materials Review

Cost Accounting System Firm (Financial System)

- Unlimited

Construction Management Firm

Construction Inspection & Admin

(Individual Qualifications)

- Project Inspectors
- Project Structures Inspectors
- Coating Inspectors
- Soils & Aggregate Inspectors
- Traffic Signal & Lighting Inspectors
- Construction Engineer Level 1
- Construction Engineer Level 2

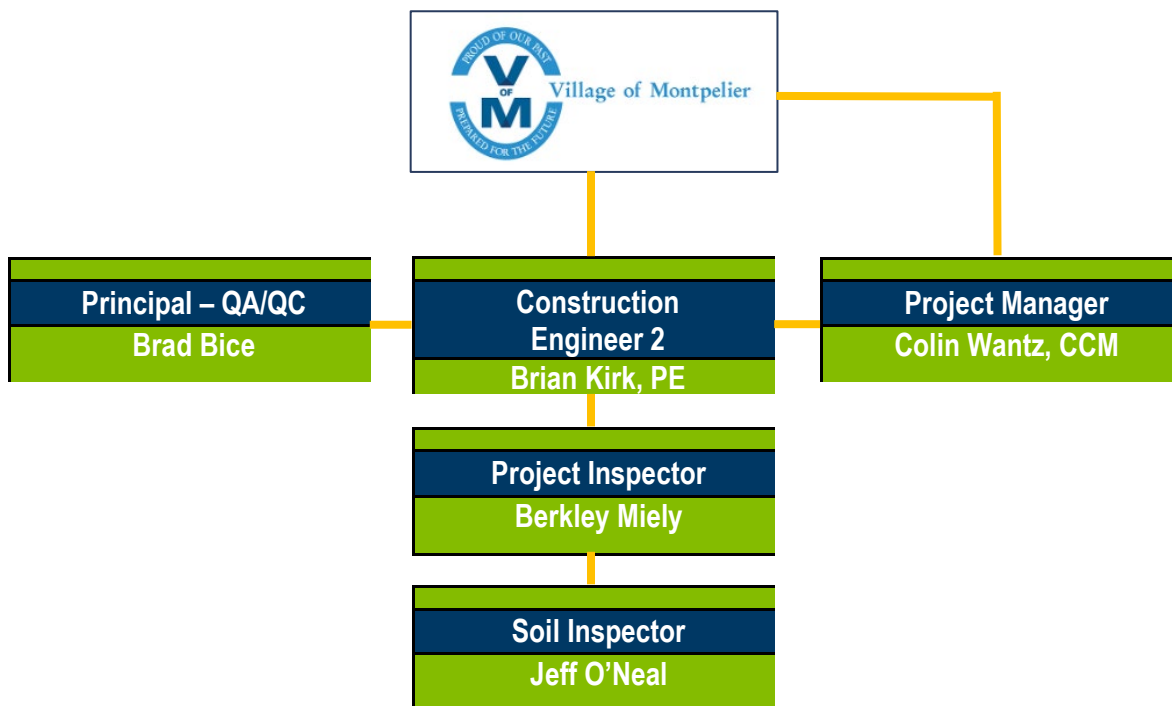
2. Subconsultants

As a multi-disciplined firm, MSG does not anticipate the need for sub-consultants on the Iron Horse River Trail project.

3. Project Manager, Key Staff and Experience

Staffing

Construction Engineer 2 Brian Kirk, PE is fully committed and dedicated to ensuring success on this project. An available, responsive, and reputable team will support him. Brian has 16 years of experience as a construction and design engineer and is individually prequalified by ODOT as a Construction Engineer 2. Brian will be supported by Colin Wantz, CCM, who has 14 years as Construction Engineer and Project Manager with a resume focused on LPA and ODOT projects. Our proposed Organizational Structure is as follows:



■ Colin R. Wantz · Project Manager | Quality Control

Colin has 14 years of experience in construction management, construction engineering, surveying, geotechnical exploration, civil site design, materials testing and AASHTO-accredited lab management. He is trained in the LPA process and has completed the ODOT LTAP LPA training program. Colin is responsible for managing public and private sector construction projects and has completed several LPA projects with ODOT, federal and local funding sources. He is currently the project manager on the largest LPA project in Ohio with construction cost at \$51M and has been the project manager on other projects totaling more than \$75M in construction cost.



EDUCATION

- BS Construction Engineering Technology, University of Akron
- AS Civil Engineering Technology, Lakeland Community College

CERTIFICATIONS / AFFILIATIONS

- Certified Construction Manager (CCM)
- ODOT Prequalified – Construction Engineer Level 1, Project Inspector, and Structures Inspector
- ODOT Flexible Pavement, Traffic Work Zone, Compaction Testing, and Soils Inspection training
- ACI Concrete Field Testing Technician Grade 1
- Radiation Nuclear Gauge Certified
- OSHA 40-hour HAZWOPER Certified & 30-hour Construction

RELEVANT EXPERIENCE

- LUC - Glass City Riverwalk PID 114239 – Metroparks Toledo – Project Manager
- ATB - North Cedar/Water Street PID 102231 – City of Geneva, Ohio – Project Manager/CE
- MAH – Hopkins Road Bridge PID 104607 – Mahoning County – Project Manager
- STA-93 Cherry Street Improvements – City of Canal Fulton, Ohio – Project Inspector
- ATB - North Shore **Trail**, PID 106710 – Ashtabula Metroparks – Project Manager/CE
- ATB – Pymatuning Valley **Trail**, PID 111251 – Ashtabula Metroparks – Project Manager/CE
- POR- New Milford Rd PID 112755 – Portage County – Project Manager/CE
- CUY- Euclid Ave Improvements PID 103631 – City of Euclid – Project Manager/CE
- STA-43 Market Street Widening Project – ODOT District 4, Ohio – Project Inspector
- Utility Installation Inspection – City of Independence, Ohio – Project Manager
- ODOT D4 Construction Inspection 2023-2024 – ODOT District 4 – Project Manager
- ODOT D3 Construction Inspection 2023-2025 – ODOT District 3 – Project Manager
- WVDOH Superior Bridge CEI, McDowell County, WV – Project Manager



■ **Brian J. Kirk, PE · CE Level 2 | Construction Administration**

Brian Kirk has more than 16 years of experience in construction engineering and civil engineering design. He serves as a construction engineer on major transportation improvement projects. His design work includes interchange and roadway improvements, railroad crossing improvements, storm water collection and drainage systems, signing and striping plans, retaining wall design, traffic signal design, traffic control plans, staged construction plans, utility plans, and right-of-way plans. Brian has also prepared construction estimates, environmental studies, design study reports, Storm Water Pollution Prevention Plans, and construction specifications.



EDUCATION

- BS, Civil Engineering, Brigham Young University

CERTIFICATIONS / AFFILIATIONS

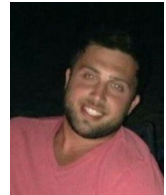
- Professional Engineer State of Ohio, #78247, Michigan, California, Utah
- Maintenance of Traffic, ODOT Traffic Academy, 2016
- ODOT Prequalified Construction Engineer, Levels 1 & 2

RELEVANT EXPERIENCE

- I-75 Reconstruction, Wood and Lucas Counties, Ohio (Client: ODOT)
- VAR-District 2 Construction, Toledo, Ohio (Client: Hill International/ODOT)
- ProMedica Parkway, Toledo, Ohio (Client: HKS Architects)
- Henry County 17C Canal Bridge, Florida, Ohio (Client: Henry County Engineer)
- Portsmouth Bypass Proposal Submission, Southwest Ohio (Client: Bowman Consulting)
- I-475/US 23 and US 20 (Central Avenue) Interchange Reconstruction with SPUI, Springfield and Sylvania Townships, Ohio (Client: ODOT)
- I-475 & US 23 System Interchange Improvements, Sylvania Township, Ohio (Client: ODOT)
- SR 64 Bridge over the Maumee River / WOO/LUC-064-12.03/00.00, Waterville, Ohio (Client: ODOT)
- Bridge Rehab 71-14-03, Northwest Ohio (Client: Ohio Turnpike Commission)
- Colony Road Improvements from Hillside Dr to Eaglepoint Rd, Rossford, Ohio (Client: City of Rossford)
- Portage Street Resurfacing Project, Stark County, Ohio (Client: Stark County)
- Water Street Streetscape, Sandusky, Ohio (Client: City of Sandusky)
- Jeep Parkway Phase 2, Toledo, Ohio (Client: Toledo Lucas County Port Authority)

■ Berkley S. Miely · Project Inspector

Berkley has over 6 years of experience in construction support including serving as a Resident Project Representative on public roadway infrastructure and residential developments throughout Northern Ohio. As an experienced construction inspector, he helps to ensure construction compliance with the contract documents. Provides oversight of bid ability, constructability, and schedule and is responsible for manually and electronically recording project information. His responsibilities have also included providing daily documentation of work items completed within specifications, as well as assisting the project manager with project closeout.



EDUCATION

- BA, Psychology, Bowling Green State University

CERTIFICATIONS / AFFILIATIONS

- ACI Concrete Field Testing Technician
- ODOT Flexible Pavement; Traffic Work Zone
- Ohio Aggregate Level 1 Technician
- Portable Nuclear Density/ Moisture Gauge Use and Safety Training

CICA EXPERIENCE

- True D3 - Construction Inspection 2023
- Omkar- Middleburg Heights, 2020
- Independence 2022 PAVER, 2022
- Phase 7 Hampton Place Subdivision, 2022
- South Pond Construction Certification, 2022
- POR-New Milford Road PID 112755, 2022
- Natural Choice RNG Digester Construction Services, 2022
- North Baltimore Spec Building CMT
- Storage King Wadsworth - CMT, 2022
- Kirtland Church of Jesus Christ Bank Stabilization, 2021
- DMK - Lancaster, 2022 - D2420015
- InSite 14727 LaPlaisance, 020-260-00, 2021
- Ruma New Milford CE&I, 2022
- Adams Construction Management, 2022
- Natural Choice Digester,
- Pepper-Ottawa OH 2021 Expansion, 2021
- LCSWF Operations Support, 2022
- ROW Inspections, 2022
- Kiwanis Trail Extension Construction, 2022
- RG Jones Elementary, 2021
- Lathrop Bearing Capacity Verification Sandusky #210748, 2022
- Noble Road Landfill Leachate Evaporator, 2021
- Kiwanis Trail Extension, 2020

■ **Jeffrey C. O'Neal** · Soils Inspector

Jeff has more than 39 years of experience in highway construction, materials testing, construction project inspection, and highway maintenance administration. Jeff worked for ODOT District 2 for 31 years where he served as a Transportation Administrator, 2003-2014; Transportation Technical Specialist, 2000-2003; Project Inspector, 1985-2000; and Bituminous Plant Inspector, 1983-1985.



EDUCATION

- AS, Business Management, Owens Community College

CERTIFICATIONS / AFFILIATIONS

- ACI Concrete Field Testing Technician, Grade 1, 2021
- ODOT Prequalified Construction Project Inspector, 2021; Structures Inspector, 2021; Soils and Aggregate Inspector, 2019; Traffic Signals and Lighting Inspector, 2019
- ODOT Advanced Structures, 2021; Flexible Pavement, 2021; Traffic Work Zone, 2021
- Ohio Aggregate Level 1 Technician, 2021
- ODOT Compaction Testing, 2018
- IMSA Traffic Work Zone Temporary Traffic Control Technician, 2022; Traffic Signal Technician, Level 1, 2022; Roadway Lighting Technician, Level 1, 2022; Traffic Signal Construction Technician, Level 2, 2022
- Portable Nuclear Density/ Moisture Gauge Use and Safety Training, 2018
- Soils & Aggregate Inspector Certification, NETTCP #2078, 2019

CICA EXPERIENCE

- WOO/LUC-75-30.70/0.00, Toledo, Ohio (Client: ODOT)
- WOO-64-0.89, Bowling Green, Ohio (Client: ODOT)
- SAN-412/590-4.70/0.00 (Client: ODOT)
- SAN-6-22.69 (Client: ODOT)
- SAN-51-0.00 (Client: ODOT)
- SAN-53-12.35 (Client: ODOT)
- SAN-523-0.00 (Client: ODOT)
- VAR-District 2 Construction Inspection, Ottawa and Wood Counties, Ohio (PID 88524) (Client: ODOT)
- VAR-District 2 Construction Inspection, Wood County, Ohio (PID 92747) (Client: ODOT)

References

Dan Murphy, LPA Construction Monitor	ODOT District 2	(419) 373-7023
Todd M. Audet, PE, Director of Development	City of Rossford	(419) 661-4279
Brian A. Thomas, PE, City Engineer	City of Perrysburg	(419) 872-7880
Jon Zvanovec, LPA, Senior Project Manager	Metroparks Toledo	(419) 360-9184

ATB-North Cedar Street/Water Street · PID 102231 · Geneva, Ohio

MSG is performing all Construction Engineering, Inspection and Construction Administration Services tasks and reporting as required by ODOT's LPA Construction Manual and City of Geneva Inspection Guidelines for the reconstruction of North Cedar Street and replacement of Water Street Bridge over Cowles Creek, in Ashtabula County, Ohio. Construction cost \$1.15M



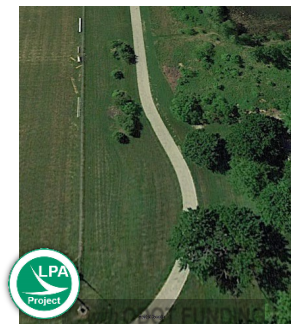
STA-SR 43-17.24 Widening · PID 93376 · Canton, North Canton and Plain Twp., Ohio

MSG provided construction inspection for improvements to a 2.1-mile section of SR 43 (Market Avenue) in northern Stark County including Plain Township, the City of Canton and the City of North Canton. The limits extend from just south of 55th Street north to Applegate Street. Improvements included widening of roadway to 5 lanes with curb and gutter, new storm sewer system, graded areas to accommodate utilities and sidewalks, upgrading major intersections (added turn lanes and signal reconstruction) and **pedestrian/bike tunnel** under SR 43 along a planned Stark Parks multi-use trail. Utilities on both sides of SR 43 needed to be relocated including water, storm sewer, communications and gas. Construction cost \$14.3 M.



LUC-Stadium Road Bike Path Phase II · PID 90663 · Oregon, Ohio

MSG provided construction management services during the construction of the **Stadium Road Bikeway**, Phase II, project. MSG managed the construction of the 1.52 mile bikeway extending from the exiting Municipal Complex Connector Bikeway to the existing shared use path on Stadium Road ending at Eagles Landing Drive. The project was funded through the TMACOG Transportation Improvement Program and FHWA Transportation Enhancement Program. Project involved construction of a 10-ft-wide **shared use path** and two 5-ft bike lanes on Corduroy Rd, along with the widening of Corduroy Rd. MSG performed all tasks and reporting as required by the ODOT LPA manual, administered a materials management process in compliance with ODOT requirements, and provided daily field engineering and inspection.



LUC-Anthony Wayne Trail / South River Road · PID 90704 · Waterville, Ohio

MSG performed CICA services for the LUC-Anthony Wayne Trail/South River Road Widening and Shared Use Path project for the City of Waterville. The project involved 1.06 miles of the Anthony Wayne Trail/South River Road between Waterville-Monclova Road and South Street. The improvements included installation of a **shared use path**, new construction of right and left turn lanes at two commercial driveways, pavement planing and resurfacing, pavement markings, upgrades to the drainage system, upgrades to traffic signage, curb replacements, and a lighted crosswalk warning system.



LUC-Waterville-Monclova Resurfacing · PID 90702 · Waterville, Ohio

MSG provided construction administration and inspection services for improvements to Waterville-Monclova Rd. Project involved on-site construction inspection of the resurfacing of 0.78 miles between Old US 20 and Farnsworth Rd., construction of a **new shared-use path**, replacement and extension of a roadway railroad crossing, new driveway approaches and sidewalks, replacement of deteriorated curb sections, upgrades to the storm sewer system, and the installation of a pedestrian hybrid signal beacon. MSG provided full-time construction observation to ensure the contractor's conformance to the construction plans and specifications; performed reporting and quantities calculations documenting contractor's work progress; negotiated and prepared change orders; approved the contractor's pay applications; conducted final inspection with the City and ODOT; and prepared all final project documentation. The project was funded through the ODOT LPA program with adherence to all applicable LPA requirements.



SR 64 Roundabout and Shared Use Path · Whitehouse Township, Ohio

As a subconsultant to Hill International, working under an ODOT VAR-District 2 Construction Inspection Agreement, MSG performed construction engineering and inspection services for the SR 64 and Finzel Road roundabout (LUC-64- 3.75) project in Whitehouse Township, Lucas County. The project also included construction of the roadway approach.



Construction included pavement milling and planning, drainage structures, water main for irrigation, and curb and gutter with a **shared use path**. The MSG Construction Engineer was responsible for construction oversight to ensure compliance with the contract documents, QC/QA to ensure compliance with all state and federal specifications, billing estimates, and change orders reviews.

SR WOO-65 / Lime City Roundabout PID 90674 Rossford, Ohio

MSG provided construction administration and inspection services for the Construction of a modern roundabout at the intersection of SR 65, Lime City Rd. and Colony Dr. in Rossford, Ohio. The project also included construction of a 10' wide Multi-Use path along the west side of Lime City Road from the roundabout approximately 0.4 miles to the south.



MSG, as Rossford's representative, ensured the contractor's conformance to the construction plans and specifications; performed all reporting and quantities calculations documenting the contractor's work progress; and negotiated and prepared all change orders. In conjunction with the multi-use path construction, the contractor encountered significant soft subgrade during the initial excavation. MSG directed the necessary subgrade stabilization repairs that allowed for the placement of a stable pavement as per ODOT specifications.

LUC-Waterville-Monclova Road, New Shared Use Path & Intersection Improvements, Waterville, Ohio

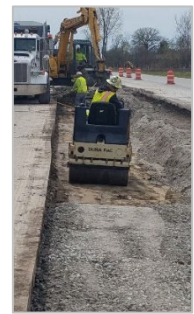
MSG provided construction administration and inspection services for the improvement of 1.06 miles of the Anthony Wayne Trail/South River Road between Waterville-Monclova Road and South Street. The improvements included installation of a shared use path, new construction of right and left turn lanes at two quarry drives, pavement planning and resurfacing, pavement markings, upgrades to the drainage system, upgrades to the traffic signage, curb replacement, and a lighted crosswalk warning system.



During construction of the shared use path and the new entrance drives, an unexpected shale rock layer was encountered. MSG carefully measured and recorded the necessary rock removal thus avoiding any claims from the contractor relative to extra excessive costs. MSG provided construction inspection and materials testing, in addition to daily project documentation, the negotiation and preparation of change orders, and the preparation of close out documents.

US 24 Approach Improvements for Side Cut Crossings, Maumee, Ohio

MSG provided construction plan design, construction administration and inspection services including construction material testing for a new intersection on US 24 (Anthony Wayne Trail) with Clinic Dr. (new entrance to Side Cut Crossings Commercial Development). Improvements included construction of turn lanes accessing the new subdivision roadway, concrete median, associated drainage, traffic signalization, pavement markings and traffic signage. A multi-use path was constructed along the north side of the Anthony Wayne Trail from Monclova Rd. to Ford Street. Soft subgrade was encountered in the majority of the intersection and the multi-use path. MSG worked closely with the contractor to produce a stable base for the asphalt pavement.



LPA Experience

MSG has successfully completed numerous ODOT-funded LPA projects and thoroughly understands ODOT's protocols, procedures, documentation and reporting requirements. All of our ODOT-funded LPA construction management projects have been successfully completed in full compliance with all requirements and in a timely manner.

4. Staff Capacity and Ability to Perform

MSG has staff readily available to successfully administer this project without impact to our present or future workload needs and obligations. We have strategically selected staff members based upon their workload and expertise who can provide the Village with the time and resources needed for the construction inspection and administration of this project.

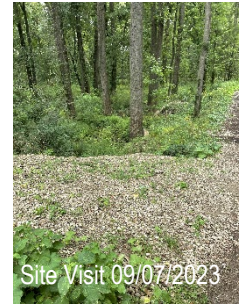
Key Personnel	Role	Availability
Brad Bice	Principal-in-Charge	As Needed
Colin Wantz	Project Manager	As Needed
Brian Kirk, PE	CE Level 2-Project Engineer-QA/QC	As Needed up to 50%
Berkley Miely	Project Inspector	As Needed up to 100%
Jeff O'Neal	Soils Inspector	As Needed up to 100%

As requested in the *Scope of Services* document, MSG confirms we have the following inspection and testing equipment:

- Nuclear Density Gauge and related tools
- Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138, and ASTM C-143 Vehicles/trucks for project use

5. Project Approach

MSG has studied the Request for LOI, reviewed the project scope and Plans, researched Ellis data, and visited the site on September 7, 2023. Upon analyzing the information, we have developed the following approach:



1. **Technical Approach** — MSG will perform all construction administration, observation and documentation functions in conjunction with the Village of Montpelier's office representative and as described in the scope document. We envision our role as follows:
 - A. **Pre-Construction** — Review contract documents, coordinate and hold the pre-construction conference with the Village Person in Responsible Charge, Contractor, local utilities and the ODOT CM. MSG will distribute sign-in sheet/meeting minutes and review the site with the contractor, Village Project Manager and the ODOT CM prior to the start of construction.
 - B. **Project Recordkeeping & Material Management Process** — Review and approve required contractor's correspondence (subcontractors, C92 forms, material submittals, supplier lists, mix designs, JMFs, pay tickets, material specifications sheets, DBE, CUFs, FHWA 1273 subcontracts & 'Bills of Lading'). Maintain the ODOT Project Bill of Materials tracking spreadsheet.
 - C. **Construction** — Weekly review of the contractor's progress schedule; facilitation of onsite materials testing; full-time construction observation of contractor's work operations, prepare and submit daily construction reports using Appia Software including contractor's progress, quantity measurement, quantity summary-to-date spreadsheet; conduct regular progress meetings as needed; review and submit contractor's pay requests; review and evaluate the necessity of change orders and make recommendations to the Village; advise the Village of progress, problems/solutions and **compliance verification**; conduct final inspection with the contractor, Village and ODOT to review contractor's completion of *punch list* items. MSG proactively advises the Contractor of punch list items as they are discovered to promote timely project completion.
 - D. **Post-Construction** — Review and submit contractor's final payment requests, prepare 'record drawings' and participate in final project audit with the Village and ODOT if necessary.
2. **Understanding Project Scope** — After gaining an understanding of the project scope, MSG thoroughly reviewed the site and took photos. MSG notes the following items as being vital to the successful completion of this project:
 - A. **Storm Water Pollution Prevention (SWPP)** – It is evident that with the earthwork along existing wetlands and neighboring businesses and residents, the contractor will be required to implement a significant amount of SWPP controls and maintain those controls in place for the duration of the project. The MSG inspector will review and file the contractor's weekly inspection reports and additional reports for all rain events exceeding 0.5" of rainfall in a 24 hour period into the project records. The MSG inspector is trained and familiar with ODOT Item 832 and will be diligent in tracking the quantities and the quality of all 832 items completed by the contractor.
 - B. **Subgrade Stability and Soil Compaction** – MSG's project inspectors are trained and equipped with nuclear density gauges for soil testing. This in-house service allows cost effective project delivery by avoiding a need for a material testing subconsultant.
 - C. **Maintenance of Traffic (MOT)** – MSG understands the importance of maintaining traffic through the duration of the project and the importance of communicating with the local municipalities for any closures or access restrictions. MSG's inspector will work with the contractor to assure that the

the MOT plan is followed. Furthermore, MSG's inspector will work with the contractor to assure that the contractor is communicating with local emergency services about any access restrictions/closures.

- D. **Wetlands** – MSG's project inspector will reinforce the required wetland protections are adhered to by the contractor. All permits will be followed and the efforts will be documented and tracked through the project duration.
- E. **Boardwalks** - The proper installation of Helical Piles is critical for structural stability of the 2 project Boardwalk areas. The boardwalks must be aesthetically pleasing and properly constructed. They are a big part of the project and visitors will enjoy the surrounding nature along the boardwalks.



- 3. **Firm's Qualifications** - MSG is prequalified with ODOT in all categories required, as outlined in Section 1 and possesses vast project experience with similar projects.
- 4. **ODOT Knowledge & Experience** - **WE KNOW ODOT and the LPA Process!** Our recent experience with ODOT and LPA projects and our current prequalifications are detailed in Section 1 and 3. Our proposed PM and CE2 have worked in District 2 on multiple LPA projects and conventional ODOT projects.
- 5. **Innovative Ideas** - MSG's goal is to provide QA and cost efficiency by meeting and exceeding requirements in the construction field, through up-to-date programs and a highly trained staff.
 - A. **Construction Administration and Tracking** - MSG utilizes Appia Software program designed for each project to track contractor's daily work items, including quantities. We utilize a secure FTP site to allow for all parties to have access to project files as needed and as approved by the Village of Montpelier.
 - B. **Drone Usage for Public Notifications** – MSG has in-house licensed UAS pilots to fly small Unmanned Aircraft Systems. If the Village feels it would be beneficial for local stakeholders to see the progress or upcoming impacts from an aerial perspective, we have the ability to provide this service. We are also prepared to assist with disseminating info via social media or any other method.
 - C. **Open Lines of Communication** - MSG's internal process clearly establishes and identifies major responsibilities and lines of communication. We take pride in our outreach efforts with affected stakeholders, jurisdictional entities, and the general public. Our team closely monitors potential conflicts and issues to facilitate timely corrective action if this type of situation should arise. Partnering is a culture at MSG and this also translates into savings for the owners as costly conflicts and claims are avoided.

Project Specific Plan for Ensuring Quality & Reducing Delivery Time/Costs - MSG has implemented formal project management tools and protocols related to Cost Estimating, QC/QA, and Project Scheduling in meeting project deliverables. An industry-proven project management database allows MSG to report to the Village of Montpelier the **real-time costs** associated directly with project work as well as the CE&I costs. This allows you to make financial decisions using the most current information possible.

In conclusion, MSG works diligently to serve our clients with integrity and disciplined professional services in construction engineering and inspection. It is our goal for you to find value in our services and support you in delivering a successful project that our local community will enjoy. Thank you for your consideration.

WIL-IRON HORSE RIVER TRAIL

PID NO. 111250



AMERICAN
STRUCTUREPOINT
INC.

September 11, 2023

600 SUPERIOR AVENUE EAST, SUITE 2401
CLEVELAND, OHIO 44114
TEL 216.302.3694

Jason Rockey, Village Manager
Village of Montpelier
P.O. Box 148
Montpelier, OH 43543
jrockey@montpelieroh.org

Dear Mr. Rockey and Selection Committee Members:

American Structurepoint has assembled an exceptional team of construction experts to begin work on the WIL-Iron Horse River Trail. Our team has extensive knowledge of construction methods, techniques, LPA processes and procedures, and exceptional communication skills that will be important to the success of this project. Our team offers:

SEASONED LEADERSHIP A former 25+ year ODOT construction professional, **Darren Schimmoeller** has spent the last 32 years helping public agencies solve their most challenging construction needs. As part of his team he will be supported by Ahmad Murrar in the lead inspector role, facilitating daily inspection needs with the responsiveness and accountability the village deserves.

ODOT LPA SKILLED TEAM The team assembled for this project is focused on delivering LPA construction solutions throughout Northwest Ohio every day. **We have delivered over 180 LPA projects to local agencies with ODOT Consultant Evaluation System (CES) scores as high as 92 percent**—all built upon this same philosophy. Our technical approach provides considerations for improved quality and reduced costs to the village.

PROVEN WORKING RELATIONSHIP IN SURROUNDING AREAS AND DISTRICT 2 Through our previous work near the Village of Montpelier and District 2, we have a complete understanding of the importance this project has within your community. **We understand the expectation of deliverables and have a proven process to deliver our inspection and administration services seamlessly—all while improving quality and reducing costs.** There is no one more prepared than the American Structurepoint team to deliver this project, and we value the prospect of partnering with the Village of Montpelier to improve the quality of life for all who use this multi-use path.

If you have any questions or require any additional information, please contact Ed Kagel or me at your earliest convenience. Thank you for your consideration of our proposal.

Sincerely,
American Structurepoint, Inc.

Darren J. Schimmoeller, PE
Project Manager
dschimmoeller@structurepoint.com

Edward D. Kagel, PE
Regional Services Director
ekagel@structurepoint.com

INDUSTRY LEADING TEAM

AMERICAN STRUCTUREPOINT 98%

With approximately 600 experts, we provide a wealth of experience and resources dedicated to helping you make your vision a reality. Our local construction inspection team will provide the necessary services, hands-on delivery, and the level of customer service the village expects for this important project. Since opening our doors in 1966, our mission has been to improve the quality of life through our commitment to the communities we work and live in. As a result of this mission, American Structurepoint has received hundreds of design awards for our work, and we were named the Design Firm of the year in 2018 by *ENR Midwest*. We also recently received the 2020 Prime Consultant of the Year Award by the Ohio Department of Transportation.

TTL TESTING & DRILLING SERVICES (TTL) 2%

TTL Testing & Drilling Services (TTL) is a Service-Disabled Veteran Owned Small Business (SDVOSB) and EDGE certified firm specializing in geotechnical engineering, construction materials testing/inspection, drilling/probing services, and environmental consulting including industrial hygiene services. They have a certified independent construction laboratory for quality construction material testing services. Specific to this project, TTL will provide materials testing services for compliance with ODOT specifications.

KEY STAFF

VILLAGE OF MONTPELIER

PROJECT MANAGER/ CE LEVEL 2
DARREN SCHIMMOELLER, PE ●

PROJECT STAFF

LEAD PROJECT & SOILS AND AGGREGATE INSPECTOR

Ahmad Murrar ● ●

INSPECTION SUPPORT

Dwight Hackworth ●

Nick Bycoskie, EI ● ●

Randy Preston ●

MATERIALS TESTING

TTL Testing & Drilling Services Inc.

CAPACITY + AVAILABILITY

The individuals identified in this letter of interest are 100% available and committed to the Village of Montpelier throughout the duration of this project.

ODOT PREQUALIFICATIONS KEY

- Project Inspector
- Soils and Aggregate Inspector
- Construction Engineer Level 2

American Structurepoint and TTL are each prequalified with ODOT as a Construction Management Firm and in Cost Accounting - Unlimited.

PROVEN EXPERTISE FROM OUR PROJECT MANAGER

DARREN SCHIMMOELLER, PE

PROJECT MANAGER / CE LEVEL 2

Darren has 32 years of experience in project administration and inspection, including 25 years with ODOT where he served as a project engineer, design administrator and construction administrator, including LPA project oversight. **Darren's prior work with ODOT and extensive knowledge of LPA/Construction Delivery will once again prove beneficial to the Village of Montpelier—saving time and containing overall project costs.** Throughout Darren's career, he has led multiple complex roadway improvements through resurfacing/maintenance projects and is well-versed in both design and construction oversight. As director of development for American Structurepoint in Ohio, he oversees multiple road, bridge, sewer, water main, and infrastructure projects. He assists resident project representatives, engineers and inspectors with project administration, record-keeping, inspection challenges, project funding, change orders, progress reporting to owners and troubleshooting any construction or design challenges. **Specific to this project, Darren will serve as the project manager and CE2 ensuring all aspects of construction advance seamlessly while ensuring the village's interests are always at the forefront.**

EDUCATION

Bachelor of Science, Civil Engineering, 1992, University of Toledo

LICENSE AND CERTIFICATIONS

Professional Engineer - Ohio
ODOT Prequalified Construction Engineer Level 1 & 2
Troxler Nuclear Gauge Certification



PROJECT EXPERIENCE

- | | | | | | |
|--|--|--|--|---|--|
| 1. LUC-Monroe Street/Silica Drive Bridge Sylvania, Ohio | 2. Oregon Road Improvements (WOO-CR 107-1.73) Wood County, Ohio | 3. LUC-CR4-9.77 Monroe/Harroun Improvements, Sylvania, Ohio | 4. MAH-Meridian Road (CR 117) Phase 2, Youngstown, Ohio | 5. Maplewood Avenue Reconstruction, Sylvania, Ohio | 6. FRA-CR52-2.87 - Fishinger Road Improvements, Upper Arlington, Ohio |
|--|--|--|--|---|--|



A TEAM BUILT FOR SUCCESS



AHMAD MURRAR
LEAD PROJECT
& SOILS AND
AGGREGATE
INSPECTOR

Ahmad is experienced in providing inspections/supervision on the construction of public infrastructure. His responsibilities include analyzing construction plans, identifying potential violations, documenting and tracking progress, and identifying engineering problems. Ahmad has specialized experience in bridge construction and earth work such as the construction of roadways, buildings, and excavation procedures. His technical capabilities include operating and maintaining field equipment, a strong understanding of industry and government standards, requirements, and guidelines, along with decision-making, leadership, and organizational skills. **Specific to this project, Ahmad will serve as the lead inspector delivering this important project for the village.**

EDUCATION

BSCE, 2020, University of Toledo

LICENSE AND CERTIFICATIONS

ODOT Flexible Pavement
ODOT Soils & Aggregate Inspector
ODOT Project Inspector
ODOT Construction Engineer Level I/CM
ODOT Compaction Testing
ODOT Traffic Work Zones

PROJECT EXPERIENCE

- LUC-Monroe Street/Silica Drive Bridge, Sylvania, Ohio
- LUC-CR4-9.77 Monroe/Harroun Improvements, Sylvania, Ohio
- OTT-2-10.99 Pavement Repair & Resurfacing, Ottawa County, Ohio
- Bright Road Corridor Improvements, Dublin, Ohio



DWIGHT HACKWORTH
PROJECT
INSPECTOR

Dwight has 43 years of progressive experience in the maintenance and construction of heavy highway and bridge projects, including a 30-year tenure with the Ohio Department of Transportation. Dwight's responsibilities include keeping the owner apprised of all aspects of project construction, including providing up-to-date scheduling information, monthly status reports, project quantities and costs, material quality assurance, specification review, quality measurements, changes to any construction safety and/or phasing procedures, any potential changes to the planned construction, and reviewing contractor requests. His inspection experience includes earthwork, pavements, sidewalks, lighting, structural solutions, storm sewers, utilities, and Storm Water Pollution Prevention Plan (SWPPP) inspection and reporting. One of Dwight's previous duties at ODOT was performing project documentation audits for both ODOT and LPA projects. **Specific to this project, Dwight will provide inspection support as needed.**

LICENSE AND CERTIFICATIONS

ODOT Prequalified Project Inspector
ODOT Flexible Pavement
ODOT Maintenance of Traffic
ACI Concrete Field Testing Technician Grade I
Ohio Ready Mix Association Concrete Mix Design Certified
Ohio Aggregate Technician Level I

PROJECT EXPERIENCE

- LUC-Monroe Street/Silica Drive Bridge, Sylvania, Ohio
- LUC-CR4-9.77 Monroe/Harroun Improvements, Sylvania, Ohio
- WOO-Napoleon Road Roundabout, Bowling Green, Ohio

KEY STAFF



NICK BYCOSKIE, EI
**PROJECT
AND SOILS &
AGGREGATE
INSPECTOR**

Nick joined American Structurepoint following four years as an ODOT District 12 project engineer/inspector. His inspection experience includes earthwork, pavements, sidewalks, lighting, storm sewers, and utilities. Nick has a trained eye for quality including excellent documentation, reporting, and cost accounting skills. He ensures all aspects of the fieldwork follow standards while confirming that daily quantities, certified payroll, and all associated submittals are completed on time. As a construction inspector, Nick keeps the owner apprised of all aspects of project construction, including providing up-to-date scheduling information, monthly status reports, project quantities and costs, material quality assurance, specification review, quantity measurements, changes to any construction safety and/or phasing procedures, any potential changes to the planned construction, and reviewing contractor requests. **Nick will provide inspection support as needed.**

EDUCATION

Bachelor of Engineering, Civil Engineering, 2019,
Cleveland State University

LICENSE AND CERTIFICATIONS

Engineering Intern – Ohio
Ohio Aggregate Technician Level I
ODOT Project Inspector
ODOT Construction Engineer Level I/CM
ODOT Soils & Aggregate Inspector
ODOT Structures Inspector
NETTCP Soils & Aggregate Inspector
Troxler Nuclear Gauge Safety Training
ACI Concrete Field Testing Technician Grade I

PROJECT EXPERIENCE

- **ERI-Perkins Avenue Bridge Construction, Sandusky, Ohio**
- **LUC-CR4-9.77 Monroe/Harroun Improvements, Sylvania, Ohio**
- **Mill Run Road, Richland County, Ohio**



RANDY PRESTON
**PROJECT
INSPECTOR**

Randy has over 23 years of experience as lead inspector and assistant construction manager on bridge and roadway projects throughout Ohio, including over 13 years as a highway technician and transportation manager at ODOT. His responsibilities include keeping the owner apprised of all aspects of project construction, bridge construction, full-depth roadway construction, concrete and asphalt pavements, resurfacing and pavement maintenance projects, curb, sidewalk, driveway, and facilitating MOT solutions during construction. Randy has an excellent understanding of ODOT LPA delivery and provides thorough and complete documentation, ensuring projects comply with all ODOT specifications. **Randy will provide inspection support as needed for this project.**

LICENSE AND CERTIFICATIONS

ACI Concrete Field Testing Technician Grade 2
Ohio Aggregate Technician Level I
Ohio Aggregate Technician Level II
ODOT Project Inspector
ODOT Flexible Pavement

PROJECT EXPERIENCE

- **ODOT District 1 Task-Order Construction Inspection Services, Northwest, Ohio**
- **WOO-Napoleon Road and Campbell Hill Road Roundabout, Wood County, Ohio**
- **PUT-CR18S-1.556 Bridge Replacement, Ottawa, Ohio**
- **WYA-Toledo Street Bridge Replacement, Carey, Ohio**

RELEVANT PROJECT EXPERIENCE

DEMONSTRATED PROJECT SUCCESS OVER THE YEARS



LPA
Project



ODOT
Standards



Precast
Structure



Hydraulics



Right-of-Way



Local
Access

LUC-MONROE STREET/SILICA DRIVE SYLVANIA, OHIO



American Structurepoint is leading the construction administration and construction inspection services for the new Silica Drive bridge over Ten Mile Creek in Lucas County, Ohio. This ODOT LPA project for the City of Sylvania is replacing a deficient single span concrete arch. The new bridge includes a composite prestressed concrete box beam bridge, reinforced concrete deck on cap and column piers with semi-integral abutments. The project is also completely rebuilding Monroe Street from Main Street to west of Silica Drive. Project components include waterline and sanitary sewer installation, unstable subgrade undercuts, new pavement, signals, lighting, retaining walls, and traffic control items. Major project components included NEPA compliance for in-stream work, full depth pavement replacement, full closure maintenance of traffic, utility coordination, and public information assistance in coordination with the City and ODOT District 2.

OREGON ROAD IMPROVEMENTS (WOO-CR 107-1.73) WOOD COUNTY, OHIO



American Structurepoint provided full construction administration and inspection services for the Oregon Road (CR 107) improvements. This ODOT District 2 LPA project was constructed in 2021 and included 3.4 miles of milling and paving, full-depth pavement repairs, sidewalk and ADA curb ramp installations, signal controller, push button and pedestrian signal head upgrades, drainage improvements, signing, and pavement marking. This project was located in an area consisting of multiple distribution centers, commercial retailers, and residential communities; therefore, maintaining traffic and communication to area stakeholders was of utmost importance. We conducted the preconstruction and progress meetings, performed all inspection tasks, tested concrete, verified proper signal installations, wrote change orders, generated timely pay estimates, conducted prevailing wage and CUF interviews, and provided a complete ODOT LPA documentation package at project completion.

SIMILAR PROJECT EXPERIENCE



**LPA
Project**



**ODOT
Standards**



**Precast
Structure**



Hydraulics



Right-of-Way



**Local
Access**

RIC-13-5.3 SIDEWALKS PHASE I VILLAGE OF BELLVILLE, OHIO



American Structurepoint was selected by the Village of Bellville, Ohio, to provide full construction administration and inspection services for the RIC-13-5.3 sidewalk improvements. As an ODOT LPA project, the improvements included construction inspection for 550 feet of new sidewalk, curb, and commercial drives along SR 13 and SR 97. This project also involved major storm sewer improvements to significantly improve drainage within the project area. Another primary focus of this project was to improve the aesthetics along the corridor to match the look and feel of downtown Bellville. American Structurepoint facilitated the landscaped brick work adjacent to the new concrete walk, installation of new trees, a new street lighting system, and improved signage for safety.

RIC-13-5.45 SIDEWALKS PHASE II VILLAGE OF BELLVILLE, OHIO



American Structurepoint was selected by the Village of Bellville, Ohio, to provide full construction administration and inspection services for the RIC-13-5.45 sidewalk improvements. As an ODOT LPA project, the improvements included construction of new sidewalk and new residential drive aprons along SR 13 and Bellville North Road. This project also included drainage improvements to facilitate the connection of existing yard drains to the existing storm sewer system. Additionally, this project included upgraded pavement markings, signage, and ADA compliant curb ramps. The sidewalk improvements connected the newly constructed playground/community park with the first phase of the RIC-13-5.45 Sidewalks Improvements and Downtown Bellville.

SIMILAR PROJECT EXPERIENCE



**LPA
Project**



**ODOT
Standards**



**Precast
Structure**



Hydraulics



Right-of-Way



**Local
Access**

RIC-39-21.99 SIDEWALKS VILLAGE OF LUCAS, OHIO



American Structurepoint was selected by the Village of Lucas, Ohio, to provide full construction administration and inspection services for the RIC-39-21.99 sidewalk improvements. As an ODOT LPA project, the improvements will construct 1,880 feet of sidewalks along three sections of SR 39 (Main Street) in the Village of Lucas, Ohio. The project also includes inspection services for installing new driveway approaches, curbs, drainage improvements, pavement markings, and new signing for the community. As part of this project, American Structurepoint is facilitating the maintenance-of-traffic plan to minimize disruption to the residents while ensuring a safe work zone.

MAPLEWOOD AVENUE RECONSTRUCTION SYLVANIA, OHIO



American Structurepoint provided the construction administration and oversight for the Maplewood Avenue infrastructure improvements. This project is reconstructing the pavement, curb/gutter and

sidewalks, installing storm drainage, water line, hydrants, valves, lighting, traffic control items, and streetscape items. The project is being constructed half of the roadway at a time, which requires close coordination with the contractor and property owners/managers along Maplewood Avenue.

MAH-MERIDIAN ROAD (CR 117) PHASE 2 YOUNGSTOWN, OHIO



American Structurepoint was selected by the Mahoning County Engineer's office to provide full construction inspection and administration services for the Meridian Road Phase 2 Improvements. The \$3.5 million ODOT District 4 LPA project included full-depth reconstruction and resurfacing of approximately one mile, subgrade stabilization, concrete curb and gutter, new drainage facilities, sidewalk, driveway replacement, signal modifications, signing upgrades, pavement markings, water line replacement, and extensive utility coordination. With numerous businesses located within the corridor, close coordination with property owners, county representatives, and ODOT District 4 was imperative to ensure safe access was maintained at all times during construction. Through daily monitoring and customized weekly status reports, all project stakeholders were kept up to date while advancing the project ahead of schedule including excellent coordination with all utility owners.

SIMILAR PROJECT EXPERIENCE



**LPA
Project**



**ODOT
Standards**



**Precast
Structure**



Hydraulics



Right-of-Way



**Local
Access**

LUC-CR4-9.77 MONROE/ HARROUN IMPROVEMENTS SYLVANIA, OHIO



American Structurepoint is providing construction inspection and engineering services for this intersection improvement project in Lucas County. This ODOT LPA project for the City of Sylvania is improving the intersections of Harroun Road and Kroger Drive with Monroe Street by adding turn lanes and new traffic signals. Drainage is being improved throughout the project, sidewalks and curb ramps are being installed, and a retaining wall is being erected. The project also consists of some complex maintenance-of-traffic phasing. We lead the preconstruction and progress meetings, provide general project engineering oversight, perform all inspection functions, issue weekly progress reports, track all quantities, perform prevailing wage and CUF interviews, and coordinate access to adjacent properties by initiating contact with property owners/managers to ensure their customers have safe access at all times.

FRA-CR52-2.87 - FISHINGER ROAD IMPROVEMENTS UPPER ARLINGTON, OHIO



American Structurepoint is providing construction engineering and inspection services for this \$8.55 million project along this critical Fishinger Road corridor. This one mile improvement includes new water line installations, full-depth asphalt pavement replacement with installation of signal upgrades, cement stabilization, improvement of drainage and street lighting, curbs, ADA curb ramps, new traffic control features, and landscaping and streetscaping items. Our project team is coordinating with the city, property owners, utilities, schools, emergency services, and many others to keep all aware of the intricate maintenance-of-traffic scheme changes. We are participating in preconstruction meetings, leading progress meetings, assisting at public involvement meetings, monitoring daily activities, performing all inspection functions, and issuing weekly progress reports.

“Mahoning County required a strong consultant team with a thorough understanding of ODOT Design Standards, LPA Delivery, and Construction Inspection expertise for the Meridian Road Phase II CA/CI services. Ed Kagel and his key support staff are providing excellent oversight, ODOT coordination, and ensuring the County’s interests are always a top priority. We truly value American Structurepoint’s commitment to quality, depth of skilled resources, and proactive communication in delivering this critical project for the region.” - *Patrick Ginnetti, PE, PS - Mahoning County Engineer*

ODOT LPA TASK ORDER CONTRACTS NEAR WILLIAMS COUNTY, OHIO

ODOT DISTRICT 1 TASK-ORDER CONSTRUCTION INSPECTION SERVICES NORTHWEST, OHIO



American Structurepoint provided construction inspection services to ODOT District 1 on a task-order basis. Projects have included the following:

HAN-75-14.39

Inspection services for major new reconstruction and widening of I-75 in Hancock County from approximately 0.8 miles south of the SR 15/68 interchange to just south of CR 99. The project reconstructed the interchange at SR 15/68 and reconstructed all mainline bridges to add capacity.

DEF/PAU/PUT-SR 15/111/634-VAR

Inspection services for two-lane resurfacing, pavement repairs, curb ramps, and pavement markings.

DEF-SR 2-3.81/13.17

Inspection services for two-lane resurfacing, pavement repairs, and pavement markings.

PUT-SR 65/109/613-15.58/5.89/7.2

Inspection services for two-lane resurfacing, pavement repairs, curb ramps, and pavement markings.

HAR-US68/SR195/235/309

Inspection services for improving various sections in the City of Kenton and the Village of McGuffey, Cessna, Liberty, Marion, and Pleasant Townships, in accordance with plans and specifications by overlaying portions of SR 235 and 309, milling and filling a portion of SR 195 through the Village of McGuffey, including all related items of work. The project included a minor widening of SR 195 from the intersection of CR 110 to the Village of McGuffey limit, including asphalt paving, placement of pavement markings, and construction of curb ramps.

ALL-CR-128A (Elida Road)

This project included rehabilitation of 2.2 miles of Elida Road by removal of deteriorating existing concrete joints and replacing them with base course asphalt. The entire 2.2-mile project was milled and overlaid with surface course asphalt and new pavement markings. Inspections included concrete sawing operations, asphalt milling and placement, maintenance of traffic, work zone signs, and pavement markings.

ALL/PUT/VAN-66/189/190/697-VAR

Construction inspection services for the rehabilitation of 1.17 miles of SR 66, 0.87 miles of SR 190, and 0.04 miles of SR 697 in Allen County; rehabilitation of 2.46 miles of SR 66 and 0.19 miles of SR 189 in Putnam County; and rehabilitation of 3.9 miles of SR 66 and 0.69 miles of SR 697 in Van Wert County. The projects included full- and partial-depth repairs, prepping of road shoulders, repaving, installation of new and auxiliary pavement markings, and installation of new RPMs. The bridge deck on SR 66 over US 30 was rehabilitated. Inspections included asphalt, RPMs, maintenance of traffic, work zone signs, pavement markings, and erosion control.

I-75 Reconstruction, Beaverdam, Ohio

This project consisted of inspecting the following parts of the project: replace pavement from Napoleon Road through the interchange including ramps, complete removal of existing pavement and lime stabilization of subgrade, realign Interstate 75 under the State Route 696 overpass, replace the culvert for May Ditch, replace traffic signals at ramp intersections on State Route 696, replace traffic lighting cables and move light towers, realignment and regrade of the ramp from State Route 696 to Interstate 75 southbound, all new drainage pipe installation under the State Route 696 overpass, adjusting the superelevation on the curve of Interstate 75 between Napoleon and State Route 696, improve sight distance for onramps and performing all nuclear compaction and concrete tests for project.

OUR APPROACH TO MULTI-USE

PROJECT UNDERSTANDING

This project will construct 1.1 miles of a 10-foot-wide shared-use path, known as the Iron Horse River Trail, along the St. Joseph River. It will begin at the Senior Center and terminate at the north end of River Street. Specific to this proposal, our team visited the site; thoroughly reviewed the construction plans; and evaluated the existing topography to better understand the project site and constructability needs. Our approach is built upon **five key elements** (detailed below) specifically identified to mitigate risk to the village, align with the requirements of the RFP, and ensure the project is delivered on-time and within budget.

1. ODOT LPA PROJECT EXPERTISE

Sometimes the most challenging part of administering an ODOT LPA project is completing all the required documentation. That is where American Structurepoint comes in! During Darren's time at ODOT District 1, he supervised the district's LPA Construction program and oversaw the LPA process. Darren and the rest of the staff shown on the previous pages have together completed 12 LPA projects in ODOT Districts 1 and 2 just in the past two years. You can rest assured that the LPA requirements will be met on this project starting with the administration of the pre-construction meeting all the way through to final project closeout. We have experience and will perform the prevailing wage and DBE CUF interviews, complete the monthly PW/EEO Appendix I report, track and record all materials incorporated into the project, and completely populate the project Sharepoint site by project's end. Our goal is to take those burdens off the Village.

2. ENVIRONMENTAL COMPLIANCE

Field operations must be sensitive to the environment. We have taken note of the requirements of the "Environmental Commitment" note in the plans. ASI understands the importance of adhering to these notes and will ensure that the contractor follows through on these commitments.

When the waterway permits are received, we will review them closely, including wetland impacts, and enforce any restrictions as required. We have administered many projects with the Indiana and Northern Long-Eared Bat tree-cutting restrictions.

We will assist the Village in making sure that the contractor performs any tree clearing from October 1 through March 31. We will also be very cognizant of the potential that the Copperbelly Water Snake could be encountered. If encountered, we will ensure that work is stopped and the USFWS is contacted.

3. HELICAL PILING INSTALLATION EXPERIENCE

We have been fortunate enough to observe the installation of helical (screw) piles recently on a trail project in Hancock County along SR 568. One of the key items learned is that placement of the first helical pilings should occur near the location where a soil boring was taken. We didn't see any boring log information in the plans, but if it is available it will assist in determining the actual performance of the piles as compared to the planned performance. ASI will check the qualifications/certifications of the helical piling contractor to ensure that they have the required training and experience. In the event that any unforeseen problems occur, Darren has a great working relationship with ODOT's Geotechnical and Structural Engineering offices and will be able to work quickly toward a solution.

4. UNSTABLE SUBGRADE REMEDIATION

The proposed ASI staff has worked on many projects which have encountered unstable subgrade material. We have experience identifying these areas via visual observation of Proof Rolling, and will prudently use the 1000cy of material provided in the plan set. We will also observe the installation

of the Granular, Type B material to ensure a quality base is constructed.

5. ATTENTION TO DETAILS

In his prior role as the District Construction Engineer is District 1, Darren was assigned to multiple ODOT Dispute Resolution Boards. This experience is invaluable to LPA's as he has full knowledge of the ODOT CMS, policies, and procedures and the ability to solve project disputes if they arise, eliminating that burden from the Village and protecting the Village's interests. ☒ **This is especially important as inflation, cost of materials, and labor are exceeding normal growth rates – where the cumulative effect of change orders add an exponential burden on local funding.**

The following examples identify a some key items that our team will closely monitor during construction:

Construction Entrance Conditions: We will closely monitor the conditions of the construction entrance areas to the project. With the timing of the project being in the Fall, Winter and Spring, there is a high probability of mud being tracked onto the roadways leading to the project. We will advise the contractor when roads need to be broomed and when required construction entrances need to be cleaned.

Asphalt JMF Approval Letters: One of the things the Dan Murphy requires on District 2 LPA projects is the ODOT-signed asphalt JMF approval letters for each project JMF. American Structurepoint understands this well and plans ahead to get these letters so the contractor is not delayed.

Submittal and Shop Drawing Review: We fully understand the importance of timely submittal and shop drawing reviews so that the contractor may procure materials and keep the project on schedule. Darren typically reviews these submittals within 24 – 48 hours keeping the project on the right track.

QA/QC, COMMUNICATION, AND WORK PLAN

Daily, our team will leverage prior experience to oversee all construction activities, monitor compliance with plans and specifications, keep accurate, daily activity records, track quantities

to verify and develop accurate pay estimates, and perform all field testing. ☒ **We will proactively coordinate the work with the Village and all local property owners.** We will take full ownership of all aspects of the project, eliminating any burden on the Village's staff and resources.

We will establish the following workflows to ensure project success: detailed preconstruction documentation (i.e., video/imagery) of existing conditions, preconstruction review of all utility locations, thorough field review for helical piling installations, and close inspection of subgrade and asphalt items. Additionally, we will ensure constant communication with stakeholders to resolve concerns/ issues quickly. ☒ **We issue weekly progress reports for all our projects as standard procedure. This ensures uninterrupted communication and full accountability from our team.**

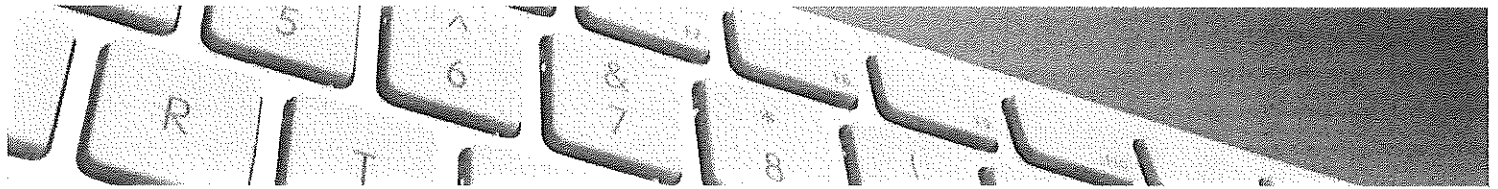
Our entire inspection team is trained to take a deliberate and detailed approach to their work in both the technical and communication aspects. Our plan for quality control and professionalism includes detailed inspection where new work fits to existing features, addressing issues quickly and concisely, thinking of long-term effects, and maintaining detailed documentation and records. ☒ **We value our great working relationship with ODOT District 2, and we intend to enhance that working relationship on this project.**

Specific to this project, the team presented is committed to dedicating the time and effort that Montpelier deserves so that a high-quality project is the result. We fully understand that the Village must use its CE funds wisely, therefore we will not charge time to the project unless necessary. Our familiarity and recent project experiences with ODOT District 2 LPA Construction Monitors Dan Murphy and Quinn Recker gives us a distinct advantage in that we understand the District's preferences regarding LPA practices, procedures, and documentation requirements. Our team has successfully delivered similar infrastructure projects for District 2 and the surrounding districts and we fully intend to deliver the same high quality to Montpelier.

INCOME TAX COLLECTION COMPARISONS 2023
MONTH END SEPTEMBER 2023

	2021		2022		2023	
	Monthly	Accumulated	Monthly	Accumulated	Monthly	Accumulated
January	90,227.09	90,227.09	279,034.42	279,034.42	221,425.54	221,425.54
February	179,527.70	269,754.79	216,889.02	495,923.44	161,469.11	382,894.65
March	274,348.73	544,103.52	233,881.56	729,805.00	160,574.32	543,468.97
April	102,695.70	646,799.22	112,677.26	842,482.26	95,379.77	638,848.74
May	416,324.64	1,063,123.86	414,805.05	1,257,287.31	380,039.09	1,018,887.83
June	140,831.01	1,203,954.87	191,917.48	1,449,204.79	318,286.78	1,337,174.61
July	157,592.99	1,361,547.86	115,091.54	1,564,296.33	74,738.09	1,411,912.70
August	298,794.14	1,660,342.00	288,766.38	1,853,062.71	214,337.89	1,626,250.59
September	146,398.33	1,806,740.33	200,591.39	2,053,654.10	66,500.00	1,692,750.59
October	83,796.22	1,890,536.55	178,898.95	2,232,553.05		
November	228,578.34	2,119,114.89	123,576.64	2,356,129.69		
December	124,016.45	2,243,131.34	147,480.54	2,503,610.23		

	2021		2022	
	% Above or below (-)		% Above or below (-)	
January		145.41%		-20.65%
February		41.94%		-22.79%
March		-0.12%		-25.53%
April		-1.23%		-24.17%
May		-4.16%		-18.96%
June		11.07%		-7.73%
July		3.70%		-9.74%
August		-2.05%		-12.24%
September		-6.31%		-17.57%
October				
November				
December				



NEWSROOM

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OMEA Holds Annual Meeting and Board Elections

Published on: 09/29/2023

COLUMBUS, OH: The Ohio Municipal Electric Association (OMEA) recently held elections for the organization's Board of Directors and Board leadership during the annual OMEA General Membership meeting, which took place in Columbus on Sept. 27.

The OMEA is guided by a 16-member Board of Directors, elected by their peers to staggered four-year terms. Board seats are held by OMEA member communities. The communities of Edgerton, Montpelier, Napoleon and Orrville were re-elected to four-year terms on the OMEA Board of Directors. Additionally, the Village of Jackson Center was re-elected as an ex officio member of the OMEA Board.

"Each member of the OMEA Board plays a vital role in advocating for the rights of municipal electric communities in Ohio," said Michael Beirne, OMEA executive director. "With the many challenges that we are facing in our industry, we are fortunate to have such strong leadership representing us on the Board of Directors."

Following the election, the OMEA Board of Directors conducted its annual reorganization meeting and re-elected City of Wadsworth Mayor Robin Laubaugh as president of the Board. Village of Montpelier Mayor Steven Yagelski and City of Bryan Mayor Carrie Schlade were re-elected to the Board's three-member Executive Committee.

During the OMEA General Membership meeting, the following individuals were recognized and named OMEA Honorary Members:

- Mayor Diane Conley – City of Westerville
- Steve Dupee – City of Oberlin/Village of Wellington/AMP
- Nate Gardner – City of Bryan
- Council Member Garland Gates – City of Shelby

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Email:
hkarg@amppartners.org

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OMEA Holds Annual Meeting and Board Elections

- Mayor Dave Handwerk – City of Orrville
- Mayor Steve Henderson – City of Wapakoneta
- Marty Kanner – Kanner & Associates
- Keith Kruse – Village of Woodville
- Mayor Jason Maassel – City of Napoleon
- Mayor Patrick McGowan – City of St. Marys
- Doug McMillan – City of Oberlin
- Ed Palestro – City of Hubbard
- Michael Perry – City of Hamilton/AMP

The OMEA general membership selects honorary members in recognition of individuals whose dedication and service on behalf of public power has been of the highest order.

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**NOTICE OF
SEMINAR, CONFERENCE, WORKSHOPS OR MEETING
ATTENDANCE**

Name: Gage Crisenbery

Department: Wastewater

Date(s): Thursday, December 7, 2023

Location of Training/Seminar: Mansfield, OH - Gorman Rupp

Description of Seminar/Training: Gorman Rupp - Pump Training

Type of Travel: ☐ Village Vehicle ☐ Personal Vehicle ☐ Airplane ☐ Train ☐ Other

Estimated Cost of Transportation:

Cost of Registration: \$95

Cost of Hotel: \$130

Estimated cost of Meals:

Other (gas, tolls, etc.):

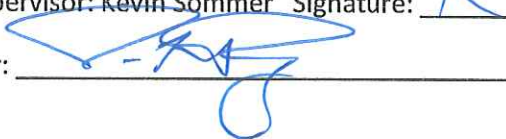
Explain other expenses:

Approved by Department Supervisor: Kevin Sommer

Signature:



Approved by Village Manager:



This form must be completed and turned into the Village Manager before any expenses are approved, cost may be deducted or charged to employee personally if incurred without prior approval.

**NOTICE OF
SEMINAR, CONFERENCE, WORKSHOPS OR MEETING
ATTENDANCE**

Name: Jason Stahler

Department: Wastewater

Date(s): Thursday, December 7, 2023

Location of Training/Seminar: Mansfield, OH - Gorman Rupp

Description of Seminar/Training: Gorman Rupp - Pump Training

Type of Travel: ☐ Village Vehicle ☐ Personal Vehicle ☐ Airplane ☐ Train ☐ Other

Estimated Cost of Transportation:

Cost of Registration: \$95

Cost of Hotel: \$130

Estimated cost of Meals:

Other (gas, tolls, etc.):

Explain other expenses:

Approved by Department Supervisor: Kevin Sommer

Signature: _____

Approved by Village Manager: _____

This form must be completed and turned into the Village Manager before any expenses are approved, cost may be deducted or charged to employee personally if incurred without prior approval.

**NOTICE OF
SEMINAR, CONFERENCE, WORKSHOPS OR MEETING
ATTENDANCE**

Name: Molly Collert

Department: Finance

Date(s): 9/28/2023

Location of Training/Seminar: Montgomery Ohio

Description of Seminar/Training: One-Day Academy-Strength Analysis Workshop

Type of Travel: ☒ Village Vehicle ☐ Personal Vehicle ☐ Airplane ☐ Train ☐ Other

Estimated Cost of Transportation: 50.0

Cost of Registration: 100.00

Cost of Hotel: 151.32

Estimated cost of Meals: 25.00

Other (gas, tolls, etc.):

Explain other expenses:

Approved by Department Supervisor:

Signature: 

Approved by Village Manager: 

This form must be completed and turned into the Village Manager before any expenses are approved, cost may be deducted or charged to employee personally if incurred without prior approval.