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AGENDA NO. 1 - 2024 **Agenda for Monday, January 13, 2025**

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 January 13, 2025 (Motion)
6. Approve the Minutes from December 16, 2024 Council Meeting (Motion)
7. Approve December 2024 Financial Reports (Motion)
8. Comments from Audience
9. Comments from Council/Committee Reports
10. Appoint 2025 Council President (Roll Call)
11. Approve 2025 Council Committees, Commissions and Boards (Roll Call)
12. Frontier Communications to Discussion on Fiber to Homes Project
13. Ashley Epling WEDCO Enterprise Zone Agreement for Creative Liquid Coatings
14. Ordinance 2277 Enterprise Zone Agreement with Creative Liquid Coatings (Suspend and Pass)
15. Discussion on Social Media Policy
16. Jefferson Township 2025 Fire Contract (Motion)
17. Resolution 1413 America 250 (Suspend and Pass)
18. Resolution 1414 Amended Appropriations (Suspend and Pass)
19. Resolution 1415 Compensation Plan Structure for Hourly and Salary Employees (Suspend and Pass)
20. Resolution 1416 ODNR Grant Agreement (Suspend and Pass)
21. Resolution 1417 Establish New Fund for Wabash Cannonball Trail (Suspend and Pass)
22. Income Tax Report
23. Village Manager's Report
24. Adjourn



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VILLAGE OF MONTPELIER COUNCIL MEETING

MONTPELIER, OHIO

Monday, December 16, 2024

Call to Order	Mayor Steve Yagelski called the Montpelier Village Council's regular meeting to order at 6:00 pm on Monday, December 16, 2024.
Roll Call	A roll call was conducted, and the following Council members were present: Mr. Kevin Motter, Mr. Nathan Thompson, Mrs. Heather Freese, Mr. Don Schlosser, Mr. Chris Kannel, and Ms. Melissa Ewers.
Prayer/Pledge	Pastor Janice Desterhaft offered prayer, followed by those in attendance reciting the Pledge of Allegiance.
Agenda 12/16/2024	Mrs. Heather Freese moved, and Mr. Don Schlosser seconded a motion to approve the agenda for December 16, 2024. Vote on motion: All ayes
Amended Minutes 11/25/2024	Mr. Kevin Motter moved, and Mr. Chris Kannel seconded a motion to approve the amended minutes from the November 25, 2024, meeting. Vote on motion: All ayes
Approve November 2024 Financials	Mr. Nathan Thompson asked what funds were on the miscellaneous revenue line. Nikki Uribes stated that refunds and interest are on that line. Mrs. Heather Freese moved, and Ms. Melissa Ewers seconded a motion to approve the November 2024 Financials. Vote on motion: All ayes
Welcome	Mayor Steve Yagelski welcomed the media and the public to the meeting. And welcomed attendees to ask questions.
Council Comments	Mrs. Heather Freese stated that council and Village employees received Email Etiquette and Guidelines to follow. Mrs. Heather Freese stated that this would help emails sound professional and wanted to remind everyone that emails are public records. Ms. Melissa Ewers asked if Nikki Uribes was the only one who attended that webinar from the report that Nikki Uribes submitted to council. Nikki Uribes stated that she was the only one who attended the webinar.
Approve Updated Park Fee Schedule	Jason Rockey stated that the park fee schedule was updated for approval. The Park Board approved the schedule. The EDS committee discussed this. Two things discussed were handling businesses having a commercial event at one of the Village parks and not allowing retail sales at the parks. The rent fees were adjusted and raised to cover the cost of the rentals. Mr. Chris Kannel stated that when the committee reviewed the policy, there were communities with stricter rules and ones with less strict rules. Mr. Kevin Motter moved, and Mr. Chris Kannel seconded a motion to approve the updated park fee schedule. Vote on motion: All ayes
Approve the 2025 Electric Reserve Policy	Jason Rockey presented the 2025 Electric Cash Reserve Policy to council. The village does this policy every year based on the budget numbers for 2025. The cash reserve policy is 25% for operation and maintenance, 10% purchase power, a fixed

\$1,000,000.00 for catastrophic events, which goes up by 3.0% every year, 100% debit service, and 20% five-year capital improvement funds—projected to have \$2,825,287.00 in the cash reserve at the end of 2025.

Mrs. Heather Freese moved, and Mr. Nathan Thomson seconded a motion to approve the 2025 Electric Cash Reserve Policy. Vote on motion: All ayes.

Approve Superior Township 2025 Fire Contract

Jason Rockey presented council the Superior Township 2025 Fire Contract. This is the second of three contracts for 2025.

Mr. Don Schlosser moved and Mr. Kevin Motter seconded a motion to approve the Superior Township 2025 Fire Contract. Vote on motion. All ayes

Approve Contract with Rupp, Hagans & Bohmer for Law Director

Jason Rockey presented a contract with Rupp, Hagans & Bohmer for the Law Director position. The contract is the same as last year.

Ms. Melissa Ewers moved, and Mr. Chris Kannel seconded a motion to approve a contract with Rupp, Hagans, and Bohmer for Law Director for the Village of Montpelier. Vote on motion. All ayes

Resolution 1411 – Fixed Volume Energy Supply Schedule with AMP

RESOLUTION 1411

RESOLUTION AUTHORIZING THE EXECUTION OF THE 2026-2028 FIXED VOLUME ENERGY SUPPLY SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. (“AMP”)

Jason Rockey presented council with the 2026-2028 fixed-volume energy supply schedule with AMP. For this block, the Village would purchase one (1) Megawatt five days a week for 16 hours a day. This would be peak power. Locust Ridge Wind will fall off at the end of 2025, and this purchase will help with that loss. AMP has the Village's power purchases locked in at a fixed rate of 90%.

Resolution 1411 – Motion to Suspend Three Reading Rule

Mr. Chris Kannel moved, and Mrs. Heather Freese seconded a motion to suspend the rules requiring three separate readings of Resolution 1411. Roll call on motion: Mrs. Heather Freese, yes; Mr. Don Schlosser, yes; Mr. Nathan Thompson, yes; Mr. Chris Kannel, yes; Mr. Kevin Motter, yes; and Ms. Melissa Ewers, yes.

Resolution 1411 was read by title.

Resolution 1411 – Motion to Pass

Mr. Don Schlosser moved, and Mr. Kevin Motter seconded a motion to pass Resolution 1411. Roll call on motion: Mr. Kevin Motter, yes; Ms. Melissa Ewers, yes; Mr. Nathan Thompson, yes; Mr. Don Schlosser, yes; Mrs. Heather Freese, yes; and Mr. Chris Kannel, yes.

Resolution 1411 passed



**Resolution 1412 –
Amended
Appropriations**

RESOLUTION 1412

**A RESOLUTION TO MAKE APPROPRIATIONS FOR CURRENT
EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF
MONTPELIER, STATE OF OHIO DURING THE FISCAL YEAR
ENDING DECEMBER 31, 2024**

Nikki Uribes presented council with Resolution 1412. Nikki Uribes stated this is to add to money for health insurance and funds for the light fund.

**Resolution 1412 –
Motion to Suspend
Three Reading
Rule**

Mrs. Heather Freese moved, and Ms. Melissa Ewers seconded a motion to suspend the rules requiring three separate readings of Resolution 1412. Roll call on motion: Mrs. Heather Freese, yes; Mr. Don Schlosser, yes; Mr. Nathan Thompson, yes; Mr. Chris Kannel, yes; Ms. Melissa Ewers, yes; and Mr. Kevin Motter, yes.

Resolution 1412 was read by title.

**Resolution 1412 –
Motion to Pass**

Mr. Kevin Motter moved, and Mr. Nathan Thompson seconded a motion to pass Resolution 1412. Roll call on motion: Mr. Kevin Motter, yes; Ms. Melissa Ewers, yes; Mr. Nathan Thompson, yes; Mr. Don Schlosser, yes; Mrs. Heather Freese, yes; and Mr. Chris Kannel, yes

Resolution 1412 passed.

Income Tax Report

Nikki Uribes reported income tax collections at the end of November 2024 as \$2,115,758.63, compared to \$2,121,780.62 and \$2,356,129.69 in 2023 and 2022, respectively. This is down 10.20% from 2022 and down 0.28% from 2023

Manager's Report

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

- The Iron Horse River Trail project is currently behind schedule due to incomplete punch list items, which include sealing concrete and placing cables. Although the project was originally due for completion by November 30, 2024, the work remains unfinished. Jason Rockey is uncertain of any consequences for missing this deadline. Once the remaining tasks are completed, a final change order will be issued
- Thane Apt, Rich Stoy, Brian Fritsch, and Jason Rockey met to discuss water treatment plant asset management in the county's GIS system. The water-sewer department is already using a GIS system. Thane Apt would like to use the GIS system to make the department's EPA reporting more manageable.
- Last Tuesday, Jason Rockey learned that during the County Commissioner's meeting, Commissioner Lew Hilkert proposed transferring the county communications oversight to the sheriff of Williams County rather than having the commissioners continue managing it. The Village expressed concern that this change could significantly impact the cost or operations of central dispatch. Currently, Central Dispatch, managed by the commissioners, serves all communities in Williams County except for Bryan for police and fire services. No decisions were made at that meeting, and the commissioners decided to



Manager's Report
Continued

discuss the matter further. They are scheduled to revisit the issue tomorrow at 10:00 am at the East Annex in Bryan. Jason Rockey plans to attend the meeting to address the village's concerns.

- Jason Rockey, Mayor Steve Yagelski, Mr. Nathan Thompson, and Mr. Chris Kannel attended the last School Board meeting and explained to the board and new administrator about the Safe Routes to School project that the Village is working on a grant application in March. The path would be from Charlie's Way across the north side of the 20/20 property around the historic grove pond parallel to the school and end at the rec center. Discussed the safety of Manor Drive and the traffic on that street if any events cause congestion. Safe Routes is a \$500,000.00 grant that includes the project's engineering and requires a 100% match. The Village has an access agreement with 20/20 and signed an engineering agreement for the easement before the application is due in March. No action is needed from the school at this time.

Mayor Steve Yagelski would like to wish everyone a Merry Christmas and a Happy New Year.

Adjourn

With no further business before Council, Mr. Chris Kannel moved, and Mrs. Heather Freese seconded a motion to adjourn at 6:47 pm. Vote on motion: All ayes

Clerk of Council

Mayor Steve Yagelski

Village of Montpelier

Statement of Cash Position with MTD Totals

From: 1/1/2024 to 12/31/2024

Include Inactive Accounts: No

Funds: 101 to 702

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	\$4,492,086.30	\$270,496.00	\$2,550,126.98	\$188,350.51	\$2,073,556.23	\$4,968,657.05	\$0.00	\$4,968,657.05
201	STREET FUND	\$401,934.15	\$23,222.21	\$264,537.15	\$9,594.44	\$246,373.04	\$420,098.26	\$0.00	\$420,098.26
202	STATE HIGHWAY FUND	\$43,107.99	\$1,914.40	\$22,097.95	\$12,500.00	\$12,500.00	\$52,705.94	\$0.00	\$52,705.94
203	PARKS AND RECREATION FUND	\$874,536.38	\$43,323.84	\$633,922.74	\$15,042.63	\$400,858.87	\$1,107,600.25	\$0.00	\$1,107,600.25
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	\$71,714.92	\$1,161.25	\$14,059.11	\$0.00	\$7,648.75	\$78,125.28	\$0.00	\$78,125.28
206	ALC ED. & ENF. FUND	\$1,846.66	\$150.00	\$225.00	\$0.00	\$37.00	\$2,034.66	\$0.00	\$2,034.66
207	IRON HORSE RIVER TRAIL	\$0.00	\$0.00	\$1,038,016.36	\$0.00	\$1,038,016.36	\$0.00	\$0.00	\$0.00
208	POLICE PENSION FUND	\$30,959.56	\$0.00	\$92,098.98	\$9,976.78	\$102,850.93	\$20,207.61	\$0.00	\$20,207.61
209	POLICE DRUG FUND	\$5,187.88	\$25.00	\$696.00	\$0.00	\$788.00	\$5,095.88	\$0.00	\$5,095.88
210	LAW ENFORCEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
211	COMPENSATED ABSENCES	\$113,639.25	\$520.77	\$22,545.73	\$0.00	\$0.00	\$136,184.98	\$0.00	\$136,184.98
212	WWIP - GRANT	\$174,463.83	\$0.00	\$153,146.07	\$0.00	\$327,609.90	\$0.00	\$0.00	\$0.00
216	CORONAVIRUS ARPA 2021 FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	\$923,823.33	\$73,121.42	\$551,016.73	\$12,573.36	\$735,510.55	\$739,329.51	\$0.00	\$739,329.51
401	SEWER CAPITAL IMPROVEMENT FUND	\$1,416,804.27	\$43,101.78	\$1,046,934.90	\$0.00	\$710,627.02	\$1,753,112.15	\$0.00	\$1,753,112.15
501	WATER FUND	\$1,544,870.83	\$123,369.12	\$1,364,097.95	\$56,282.14	\$1,313,887.85	\$1,595,080.93	\$0.00	\$1,595,080.93
502	LIGHT FUND	\$5,726,887.12	\$510,092.10	\$7,221,124.59	\$523,185.08	\$7,100,476.97	\$5,847,534.74	\$0.00	\$5,847,534.74
503	SEWER FUND	\$1,142,740.74	\$92,623.96	\$1,070,759.00	\$50,299.14	\$893,325.85	\$1,320,173.89	\$0.00	\$1,320,173.89
504	STORM SEWER FUND	\$694,952.80	\$8,140.69	\$94,987.09	\$4,673.73	\$56,777.60	\$733,162.29	\$0.00	\$733,162.29
505	UTILITY DEPOSIT FUND	\$132,442.80	\$1,720.00	\$22,130.00	\$987.81	\$21,390.00	\$133,182.80	\$0.00	\$133,182.80
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	\$2,315.00	\$21,479.59	\$2,315.00	\$21,479.59	\$0.00	\$0.00	\$0.00
702	Credit Memo Utility Billing	\$6,707.17	\$2,262.50	\$7,833.11	\$0.00	\$0.00	\$14,540.28	\$0.00	\$14,540.28
Grand Total:		\$17,798,705.98	\$1,197,560.04	\$16,191,835.03	\$885,780.62	\$15,063,714.51	\$18,926,826.50	\$0.00	\$18,926,826.50

Village of Montpelier

Fund Type Details December 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
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* Report Contains Filters

101 GENERAL FUND

51 PERSONAL SERVICES	1,525,107	138,298	1,400,253	0	124,854	91.81%
52 TRAVEL & TRANSPORTATION	17,502	1,148	10,620	0	6,882	60.68%
53 CONTRACTUAL SERVICE	454,031	9,266	242,691	0	211,340	53.45%
54 SUPPLIES & MATERIALS	411,786	14,948	275,898	0	135,888	67.00%
55 CAPITAL OUTLAY	81,918	24,691	55,840	0	26,079	68.17%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	88,256	0	88,255	0	1	100.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 101 GENERAL FUND	2,578,600	188,351	2,073,556	0	505,044	80.41%

201 STREET FUND

51 PERSONAL SERVICES	276,598	9,594	246,373	0	30,225	89.07%
57 OTHER USES	0	0	0	0	0	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 201 STREET FUND	276,598	9,594	246,373	0	30,225	89.07%

202 STATE HIGHWAY FUND

51 PERSONAL SERVICES	12,500	12,500	12,500	0	0	100.00%
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	12,500	12,500	0	0	100.00%

203 PARKS AND RECREATION FUND

51 PERSONAL SERVICES	293,405	13,524	257,548	0	35,857	87.78%
52 TRAVEL & TRANSPORTATION	2,200	0	1,930	0	270	87.73%
53 CONTRACTUAL SERVICE	200,516	236	23,491	0	177,025	11.72%
54 SUPPLIES & MATERIALS	152,679	1,283	109,390	0	43,289	71.65%
55 CAPITAL OUTLAY	26,500	0	8,500	0	18,000	32.08%
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 203 PARKS AND RECREATION	675,300	15,043	400,859	0	274,441	59.36%

204 PERMISSIVE TAX

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

Fund Type Details December 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
* 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	7,649	0	5,351	58.84%
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	7,649	0	5,351	58.84%
206 ALC ED. & ENF. FUND						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
53 CONTRACTUAL SERVICE	150	0	37	0	113	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	0	113	24.67%
207 IRON HORSE RIVER TRAIL						
52 TRAVEL & TRANSPORTATION	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	1,200,000	0	1,038,016	0	161,984	86.50%
Sub Total 207 IRON HORSE RIVER TRAIL	1,200,000	0	1,038,016	0	161,984	86.50%
208 POLICE PENSION FUND						
51 PERSONAL SERVICES	111,500	9,977	102,514	0	8,986	91.94%
53 CONTRACTUAL SERVICE	350	0	337	0	13	96.32%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 208 POLICE PENSION FUND	111,850	9,977	102,851	0	8,999	91.95%
209 POLICE DRUG FUND						
52 TRAVEL & TRANSPORTATION	500	0	500	0	0	100.00%
53 CONTRACTUAL SERVICE	550	0	288	0	262	52.36%
54 SUPPLIES & MATERIALS	500	0	0	0	500	0.00%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 209 POLICE DRUG FUND	1,550	0	788	0	762	50.84%
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 December 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
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* 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	0	0	0	0	0	0.00%
Sub Total 211 COMPENSATED ABSENCES	0	0	0	0	0	0.00%
212 WWIP - GRANT						
55 CAPITAL OUTLAY	27,610	0	27,610	0	0	100.00%
57 OTHER USES	300,000	0	300,000	0	0	100.00%
Sub Total 212 WWIP - GRANT	327,610	0	327,610	0	0	100.00%
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	0	0	0	0	0	0.00%
Sub Total 216 CORONAVIRUS ARPA 2021	0	0	0	0	0	0.00%
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 December 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
* Report Contains Filters						
53 CONTRACTUAL SERVICE	186,522	8,808	165,324	0	21,198	88.63%
54 SUPPLIES & MATERIALS	121,000	2,700	101,623	0	19,377	83.99%
55 CAPITAL OUTLAY	565,387	1,065	468,564	0	96,823	82.87%
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	872,909	12,573	735,511	0	137,398	84.26%
401 SEWER CAPITAL IMPROVEMENT FUND						
53 CONTRACTUAL SERVICE	99,100	0	61,122	0	37,978	61.68%
54 SUPPLIES & MATERIALS	0	0	0	0	0	0.00%
55 CAPITAL OUTLAY	550,000	0	435,220	0	114,780	79.13%
56 DEBT SERVICES	214,288	0	214,285	0	3	100.00%
57 OTHER USES	0	0	0	0	0	0.00%
Sub Total 401 SEWER CAPITAL	863,388	0	710,627	0	152,761	82.31%
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	509,258	37,015	480,149	0	29,109	94.28%
52 TRAVEL & TRANSPORTATION	11,100	928	5,034	0	6,066	45.35%
53 CONTRACTUAL SERVICE	116,939	1,110	79,420	0	37,519	67.92%
54 SUPPLIES & MATERIALS	287,889	7,616	202,492	0	85,397	70.34%
55 CAPITAL OUTLAY	281,952	9,614	154,812	0	127,140	54.91%
56 DEBT SERVICES	391,069	0	391,068	0	1	100.00%
57 OTHER USES	913	0	912	0	1	99.92%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 501 WATER FUND	1,599,120	56,282	1,313,888	0	285,232	82.16%
502 LIGHT FUND						
51 PERSONAL SERVICES	835,908	63,901	776,133	0	59,775	92.85%
52 TRAVEL & TRANSPORTATION	46,450	1,533	32,272	0	14,178	69.48%
53 CONTRACTUAL SERVICE	6,013,748	440,218	5,628,803	0	384,945	93.60%
54 SUPPLIES & MATERIALS	354,506	1,523	156,605	0	197,901	44.18%
55 CAPITAL OUTLAY	1,025,845	999	325,612	0	700,233	31.74%
56 DEBT SERVICES	213,087	15,012	180,139	0	32,948	84.54%
57 OTHER USES	913	0	912	0	1	99.92%

Village of Montpelier

Fund Type Details December 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
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* Report Contains Filters

59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 502 LIGHT FUND	8,490,457	523,185	7,100,477	0	1,389,980	83.63%

503 SEWER FUND

51 PERSONAL SERVICES	463,599	36,674	434,389	0	29,210	93.70%
52 TRAVEL & TRANSPORTATION	9,225	709	3,923	0	5,302	42.53%
53 CONTRACTUAL SERVICE	272,000	1,916	197,962	0	74,038	72.78%
54 SUPPLIES & MATERIALS	262,084	5,200	171,490	0	90,594	65.43%
55 CAPITAL OUTLAY	143,906	5,800	84,649	0	59,257	58.82%
56 DEBT SERVICES	0	0	0	0	0	0.00%
57 OTHER USES	913	0	912	0	1	99.92%
59 NON-APPROPRIATED	0	0	0	0	0	0.00%
Sub Total 503 SEWER FUND	1,151,727	50,299	893,326	0	258,401	77.56%

504 STORM SEWER FUND

51 PERSONAL SERVICES	59,868	4,674	56,778	0	3,090	94.84%
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	50,000	0	0	0	50,000	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 504 STORM SEWER FUND	125,118	4,674	56,778	0	68,340	45.38%

505 UTILITY DEPOSIT FUND

53 CONTRACTUAL SERVICE	45,000	988	21,390	0	23,610	47.53%
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	988	21,390	0	23,610	47.53%

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 December 2024

	YTD Budget	MTD Actual	YTD Actual	YTD Encumbrance	YTD Balance After Encumbrance	Percent Actual To Budget 2024
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* 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	25,000	2,315	21,480	0	3,520	85.92%
Sub Total 701 INCOME TAX CONTROL	25,000	2,315	21,480	0	3,520	85.92%

Report Total :	18,369,877	885,781	15,063,715	0	3,306,162	82.00%
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Village of Montpelier

Revenue Report December

	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	1,175,327.00	110,164.96	1,326,504.61	(151,177.61)	112.86%
42 INTERGOVERNMENTAL REVENUES	210,548.00	30,726.66	214,728.39	(4,180.39)	101.99%
43 SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	238,352.00	54,251.56	262,038.97	(23,686.97)	109.94%
46 FINES,LICENSES & PERMITS	68,200.00	13,119.98	85,069.20	(16,869.20)	124.73%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	266,600.00	62,232.84	661,785.81	(395,185.81)	248.23%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 101 GENERAL FUND	1,959,027.00	270,496.00	2,550,126.98	(591,099.98)	130.17%

201 STREET FUND

42 INTERGOVERNMENTAL REVENUES	230,000.00	21,125.13	239,084.07	(9,084.07)	103.95%
48 MISCELLANEOUS REVENUES	2,250.00	2,097.08	25,453.08	(23,203.08)	1131.25%
Sub Total 201 STREET FUND	232,250.00	23,222.21	264,537.15	(32,287.15)	113.90%

202 STATE HIGHWAY FUND

42 INTERGOVERNMENTAL REVENUES	17,400.00	1,712.85	19,385.21	(1,985.21)	111.41%
48 MISCELLANEOUS REVENUES	20.00	201.55	2,712.74	(2,692.74)	13563.70%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 202 STATE HIGHWAY FUND	17,420.00	1,914.40	22,097.95	(4,677.95)	126.85%

203 PARKS AND RECREATION FUND

41 LOCAL TAXES	375,000.00	43,101.78	439,806.56	(64,806.56)	117.28%
42 INTERGOVERNMENTAL REVENUES	153,500.00	0.00	153,500.00	0.00	100.00%
45 CHARGES FOR SERVICES	32,600.00	0.00	37,451.93	(4,851.93)	114.88%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	1,280.00	222.06	3,164.25	(1,884.25)	247.21%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 203 PARKS AND RECREATION FUND	562,380.00	43,323.84	633,922.74	(71,542.74)	112.72%

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	862.50	10,188.44	(788.44)	108.39%
48 MISCELLANEOUS REVENUES	45.00	298.75	3,870.67	(3,825.67)	8601.49%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%

Village of Montpelier

Revenue Report December

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

Sub Total 205 STATE MOTOR VEHICLE LICENSE FU	9,445.00	1,161.25	14,059.11	(4,614.11)	148.85%
206 ALC ED. & ENF. FUND					
46 FINES,LICENSES & PERMITS	100.00	150.00	225.00	(125.00)	225.00%
Sub Total 206 ALC ED. & ENF. FUND	100.00	150.00	225.00	(125.00)	225.00%
207 IRON HORSE RIVER TRAIL					
42 INTERGOVERNMENTAL REVENUES	1,200,000.00	0.00	1,038,016.36	161,983.64	86.50%
Sub Total 207 IRON HORSE RIVER TRAIL	1,200,000.00	0.00	1,038,016.36	161,983.64	86.50%
208 POLICE PENSION FUND					
41 LOCAL TAXES	14,253.00	0.00	15,018.09	(765.09)	105.37%
42 INTERGOVERNMENTAL REVENUES	747.00	0.00	2,080.89	(1,333.89)	278.57%
49 TRANSFER REVENUE	75,000.00	0.00	75,000.00	0.00	100.00%
Sub Total 208 POLICE PENSION FUND	90,000.00	0.00	92,098.98	(2,098.98)	102.33%
209 POLICE DRUG FUND					
46 FINES,LICENSES & PERMITS	400.00	25.00	696.00	(296.00)	174.00%
Sub Total 209 POLICE DRUG FUND	400.00	25.00	696.00	(296.00)	174.00%
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	100.00	520.77	6,553.92	(6,453.92)	6553.92%
49 TRANSFER REVENUE	15,991.00	0.00	15,991.81	(0.81)	100.01%
Sub Total 211 COMPENSATED ABSENCES	16,091.00	520.77	22,545.73	(6,454.73)	140.11%
212 WWIP - GRANT					
42 INTERGOVERNMENTAL REVENUES	153,147.00	0.00	153,146.07	0.93	100.00%
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	153,147.00	0.00	153,146.07	0.93	100.00%
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 December

	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	50,285.42	513,107.63	(78,107.63)	117.96%
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	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	23,500.00	22,836.00	36,782.00	(13,282.00)	156.52%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 301 TAX CAPITAL IMPROVEMENT FUND	459,000.00	73,121.42	551,016.73	(92,016.73)	120.05%

401 SEWER CAPITAL IMPROVEMENT FUND

41 LOCAL TAXES	375,000.00	43,101.78	439,806.56	(64,806.56)	117.28%
42 INTERGOVERNMENTAL REVENUES	381,570.00	0.00	307,128.34	74,441.66	80.49%
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	300,000.00	0.00	100.00%
Sub Total 401 SEWER CAPITAL IMPROVEMENT FUND	1,056,570.00	43,101.78	1,046,934.90	9,635.10	99.09%

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	1,239,500.00	114,535.56	1,339,837.52	(100,337.52)	108.09%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%

Village of Montpelier

Revenue Report December

	YTD Expected Revenue	MTD Actual Revenue	YTD Actual Revenue	YTD Uncollected Balance	Percent Collected
* Report Contains Filters					
48 MISCELLANEOUS REVENUES	9,450.00	8,833.56	24,260.43	(14,810.43)	256.72%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 501 WATER FUND	1,248,950.00	123,369.12	1,364,097.95	(115,147.95)	109.22%
502 LIGHT FUND					
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	7,066,600.00	507,690.18	7,068,432.65	(1,832.65)	100.03%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	28,100.00	2,401.92	152,691.94	(124,591.94)	543.39%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 502 LIGHT FUND	7,094,700.00	510,092.10	7,221,124.59	(126,424.59)	101.78%
503 SEWER FUND					
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	985,200.00	91,855.88	1,064,406.32	(79,206.32)	108.04%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	9,250.00	768.08	6,352.68	2,897.32	68.68%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 503 SEWER FUND	994,450.00	92,623.96	1,070,759.00	(76,309.00)	107.67%
504 STORM SEWER FUND					
42 INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	0.00	0.00%
45 CHARGES FOR SERVICES	95,000.00	8,113.07	94,914.31	85.69	99.91%
47 OTHER RESOURCES	0.00	0.00	0.00	0.00	0.00%
48 MISCELLANEOUS REVENUES	250.00	27.62	72.78	177.22	29.11%
49 TRANSFER REVENUE	0.00	0.00	0.00	0.00	0.00%
Sub Total 504 STORM SEWER FUND	95,250.00	8,140.69	94,987.09	262.91	99.72%
505 UTILITY DEPOSIT FUND					
45 CHARGES FOR SERVICES	30,000.00	1,720.00	22,130.00	7,870.00	73.77%
48 MISCELLANEOUS REVENUES	0.00	0.00	0.00	0.00	0.00%
Sub Total 505 UTILITY DEPOSIT FUND	30,000.00	1,720.00	22,130.00	7,870.00	73.77%
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 December

	YTD Expected Revenue	MTD Actual Revenue	YTD Actual Revenue	YTD Uncollected Balance	Percent Collected
* 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	25,000.00	2,315.00	21,479.59	3,520.41	85.92%
Sub Total 701 INCOME TAX CONTROL	25,000.00	2,315.00	21,479.59	3,520.41	85.92%
702 Credit Memo Utility Billing					
48 MISCELLANEOUS REVENUES	5,000.00	2,262.50	7,833.11	(2,833.11)	156.66%
Sub Total 702 Credit Memo Utility Billing	5,000.00	2,262.50	7,833.11	(2,833.11)	156.66%
Report Total :	15,249,180.00	1,197,560.04	16,191,835.03	(942,655.03)	106.18%

CASH FUND BALANCE

MONTH ENDED DECEMBER 2024

PREMIER BANK	\$503,825.00	
PREMIER BANK - Savings	\$5,323,989.33	
DENTAL	\$3,000.00	
TOTAL CASH		\$5,830,814.33
INVESTMENTS:		
INVESTMENTS	<u>\$13,090,028.55</u>	
TOTAL INVESTMENTS		\$13,090,028.55
PETTY CASH		<u>\$1,950.00</u>
TOTAL CASH AND INVESTMENTS		\$18,922,792.88
LESS:		
OUTSTANDING CHECKS		(\$5,859.71)
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		\$9,893.33
TOTAL CASH AVAILABLE PER BANK		\$18,926,826.50
TOTAL CASH AVAILABLE PER BOOKS		\$18,926,826.50
		\$0.00

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

		Fund Balance - Unexpended					
\$5,827,814.33		\$418,491.82	0.0718	\$22,370.91	\$1,606.44	201	
		\$52,504.39	0.0090	\$22,370.91	\$201.55	202	
		\$77,826.53	0.0134	\$22,370.91	\$298.75	205	
		\$135,664.21	0.0233	\$22,370.91	\$520.77	211	
					\$2,627.50		
				\$0.00	\$19,743.41	101	
				\$25,854.68	\$25,854.68	101-482-001	inv int
				\$13,389.53	\$13,389.53	101-482-002	Chg in inv
				\$61,615.12	\$61,615.12		
INCOME TAX - CCA	\$229,557.25	0.40625000		\$93,257.63	101-000-413-000	0.625	0.40625
		0.21875000		\$50,215.65	301-000-413-000		0.21875
		0.18750000		\$43,041.98	203-000-413-000	0.1875	
		0.18750000		\$43,041.98	401-000-413-000	0.1875	
				\$229,557.25		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	\$318.94	0.40625000		\$129.57	101-000-413-000	0.625	0.40625
		0.21875000		\$69.77	301-000-413-000		0.21875
		0.18750000		\$59.80	203-000-413-000	0.1875	
		0.18750000		\$59.80	401-000-413-000	0.1875	
				\$318.94		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	
\$229,876.19 TOTAL TAX COLLECTIONS FOR MONTH							

MONTPELIER COUNCIL 2025 COMMITTEES
ELECTED OFFICIALS

Mayor: Steve Yagelski
12/31/2027

2024 Village Council President: Heather Freese

COUNCIL MEMBERS	Kevin Motter 12/31/2025 Don Schlosser 12/31/2027	Melissa Ewers 12/31/2025 Nathan Thompson 12/31/2027	Heather Freese 12/31/2025 Chris Kannel 12/31/2027
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APPOINTED POSITIONS

Village Manager: Jason Rockey **Director of Finance:** Nikki Uribes **Deputy Manager:** Justin Houk
Clerk of Council: Molly Collert **Law Director:** Robert Bohmer
Police Chief: Dan McGee **Volunteer Fire Chief:** Brian Fritsch

COMMITTEES

Utility/ Budget / Finance (UBF)

Don Schlosser
Kevin Motter
Melissa Ewers

Personnel / Safety / Community Engagement (PSC)

Chris Kannel
Heather Freese
Don Schlosser

Economic Development & Strategy (EDS)

Nathan Thompson
Chris Kannel
Heather Freese

BOARDS AND COMMISSIONS

Board of Appeals

Council President
Clerk of Council
Becky Semer

Design Review Board

Patrick Thorp 12/2027
Chris Kannel **12/2025**
John Dye 12/2025
TBD 12/2026
Mark Smith, Chairman
Board appointed by Mayor per Ord. 1189

Fire Dependents

Matt Smith
Tanner Sanders
Don Schlosser
Nathan Thompson
Jeff Wiles

Police Dependents Board

Darrin Repp
Dan Clum
Chris Kannel
Melissa Ewers

Park Board

Angela Hillard 1/2026 (C)
Kyle Long 1/2027 (S)
Bethany Coutz 1/2028 (C)
Brent Saneholtz 1/2029 (S)
Matt Reid 1/2030 (C)
S – School Appointee
C – Council Appointee

Planning / Zoning

Mayor Yagelski
Kevin Motter
Patrick Thorp
Ric Echler
Paul Ledyard
Mark Smith, Zone Inspector
Molly Collert, Clerk

MONTPELIER COUNCIL 2025 COMMITTEES
ELECTED OFFICIALS

Records Commission

Molly Collert
Justin Houk
Robert Bohmer
Nikki Uribes
Patti Rockey

Tree Commission Members

Dave Allman** *TBD*
Carlton Gray Ric Echler
Tom Bidlack Eugene McClaine
Marvin Willibey Steve McClaine
** *Honorary Member*
Mark Smith, Forrester

WEDCO

Jason Rockey
Richard Shatzer*
Justin Houk, Alternate
* *Chamber Rep*

Income Tax Review Board

Carol Erikson 1/2026
Tammy Schuman 1/2025
Misty Fritsch 1/2027

Tax Incentive Review

Jason Rockey
Melissa Ewers
Justin Houk - Alternate

OMEA Alternate

Kevin Motter

Friends of The Park, Inc

Terry Humbarger, *Public Rep*
Kelly Hephner, *Public Rep*
Eric Smeitzer, *Public Rep*
Matt Reid, *Park board Rep*
Brent Saneholtz *Park Board Rep*
Bethany Coutz, *Park Board Rep.*
Nikki Uribes, *Treasure*

Nick Ramos, *ex-officio*
Sandy Gordon, *Secretary, ex-officio*

Fair Housing Board

Jim Rockey 1/2026
Tom Bidlack 1/2026
John Dye 1/2027
(Appointed by Mayor)

Board of Health

Sharon Tarr

Williams County Regional Planning Commission Chris Kannel

Active Transportation Board

Jason Rockey (Admin)
Chris Kannel (Council)
Nate Thompson (Council)
Angela Hillard (Park)
Kevin Motter (Veterans)

Ryan Richmond
Mike Owen
Randy Miller (NORTA)
Health Department
Estee Miller (MVPO)

Tim Bock (Poggemeyer)
School Board (**TBD**)

Council members on boards and commissions are in bold print

ORDINANCE 2277

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN ENTERPRISE ZONE AGREEMENT ON BEHALF OF THE VILLAGE OF MONTPELIER

WHEREAS, the Village of Montpelier desires to enter into an Enterprise Zone Agreement with Creative Liquid Coatings, Inc; and

WHEREAS, Creative Liquid Coatings, Inc is desirous of expanding its business in the Village of Montpelier; and

WHEREAS, the execution of this Enterprise Zone Agreement will promote economic development and the creation of jobs within the Village of Montpelier.

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

SECTION 1: The Village Manager is authorized to execute on behalf of the Village of Montpelier an Enterprise Zone Agreement between the Village of Montpelier and Creative Liquid Coatings, Inc.

SECTION 2: This Ordinance shall be in full force and effect immediately upon its passage.

Date: _____

Steven L. Yagelski

Attest:

Clerk of Council

**WILLIAMS COUNTY, OHIO
ENTERPRISE ZONE AGREEMENT**

This agreement made and entered into by and between the Village of Montpelier, Ohio, with its main offices located at 211 N. Jonesville Street, Montpelier, Ohio (hereinafter referred to as "Village of Montpelier"), and Creative Liquid Coatings, Inc., with its main offices located at 1701 Magda Dr. Montpelier, Ohio, (hereinafter referred to as "Creative Liquid Coatings"),
WITNESSETH;

WHEREAS, the Village of Montpelier has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, Creative Liquid Coatings is desirous of expanding the facility, in the Village of Montpelier, Ohio (hereinafter referred to as the "PROJECT"). This PROJECT will create additional employment opportunities in the area within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the Village of Montpelier, Ohio by Ordinance No. 499 adopted January 27, 1992, designated the area as an "Enterprise Zone" pursuant Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective February 20, 1992, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance contains the characteristics set forth in R.C. 5709.61(A) and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the Village of Montpelier having the appropriate authority for the stated type of project is desirous of providing Creative Liquid Coatings with incentives available for the development of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, Creative Liquid Coatings has submitted a proposed agreement application (herein attached as Exhibit A) to the Village of Montpelier said application (hereinafter referred to as "APPLICATION"); and

WHEREAS, Creative Liquid Coatings has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the application to be forwarded with the final agreement; and

WHEREAS, the Williams County Economic Development Corporation of Williams County has investigated the application of Creative Liquid Coatings and has recommended the same to the Council of the Village of Montpelier on the basis that Creative Liquid Coatings is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the Village of Montpelier; and

WHEREAS, the project site as proposed by Creative Liquid Coatings is located in the Montpelier Exempted Village Schools and the Four County Career Center and the Board of Education of



Montpelier Exempted Village Schools and the Four County Career Center have been notified in accordance with Section 5709.83 and been given a copy of the APPLICATION; and

WHEREAS, pursuant to R.C. 5709.62(C), 5709.63(A) or 5709.632 and in conformance with the format required under R.C. 5709.631, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

SECTION 1. Creative Liquid Coatings is desirous of expanding the facility by 94,100 square feet, which will be attached to their existing 168,000 square feet manufacturing facility.

The PROJECT will begin **September 2024**, and all acquisition, construction and installation will be completed by **December 2025**. Any changes to the beginning and completion dates must be agreed to by formal resolution and an amended agreement.

The total investment of this EXPANSION project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures as evidenced in Exhibit A.

SECTION 2. Creative Liquid Coatings shall create within a time period not exceeding 24 months after the commencement of construction of the aforesaid facility, the equivalent of 50 new full-time equivalent permanent job opportunities.

Creative Liquid Coatings schedule for hiring is currently anticipated as follows: The job creation period begins in 2025, with twenty (20) full time employees hired by the end of 2025; thirty (30) employees hired in 2026

Creative Liquid Coatings currently has 279 FTE employees in Ohio, at the project site.

This increase in the number of employees will result in approximately (\$3,000,000) Three Million dollars of additional annual payroll for Creative Liquid Coatings.

SECTION 3. Creative Liquid Coatings shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 and 5727.08 of the Ohio Revised Code, employment records, tax schedules 920, 913EX, 937, 937EX, or 945 (including project related schedules, and reports showing descriptions, and serial numbers of equipment, dates of capitalization for new equipment, and in-service dates, and disposal dates of equipment taken out of service) (as appropriate), or any other records requested by the Council, or its' designated representatives(s).

SECTION 4. The Village of Montpelier hereby grants a 75% tax exemption for real property improvements made to the PROJECT site pursuant to Section 5709.62, 5709.63 or 5709.632 of the Ohio Revised Code and shall be in the following amounts:



The investment in real property to be exempted shall be equal to the total assessed value of the PROJECT'S real property as determined by the Williams County Auditor's Office. The maximum investment in real property to qualify for the exemption is \$6,700,000 including site improvements made on parcels 073-070-02-014.000 and 073-070-02-015.000 and 073-070-02-016.000 The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2025 nor extend beyond 2035.

<u>Year of Exemption</u>	<u>Percentage of Assessed Valuation of the Real Property Exempted</u>
YR 1 – YR 10	75%

The identified project improvement will receive a ten-year exemption period. Creative Liquid Coatings must file the appropriate tax forms (DTE 24) with the County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form must be filed annually.

SECTION 5. Creative Liquid Coatings shall pay an annual fee equal to the greater of one (1) percent of the dollar value of incentives offered under the agreement or five hundred dollars: provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars, the fee shall not exceed two thousand five hundred dollars.


The fee shall be made payable to the Williams County Commissioners once per year for each year the agreement is effective. The fee is to be paid to WEDCO and made out to Williams County Commissioners. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Revised Code and by the tax incentive review council created under Section 5709.85 of the Revised Code exclusively for the purposes of performing the duties prescribed under that section.

Creative Liquid Coatings shall become a member of Williams County Economic Development Corporation for each year the agreement is effective. The minimum membership level required will be equal to or greater than \$1,000, beginning in 2025.

SECTION 6. Creative Liquid Coatings shall pay such real and tangible personal property taxes as are not exempted under this agreement (or any previous or other agreement) and are charged against such property and shall file all tax reports and returns as required by law. If Creative Liquid Coatings fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged, or such reports or returns are required to be filed and thereafter.

SECTION 7. Village of Montpelier shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

SECTION 8. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or Village of Montpelier revokes the

Creative Liquid Coatings, Inc S. Geist Initial 

designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless Creative Liquid Coatings materially fails to fulfill its obligations under this agreement and the Village of Montpelier terminates or modifies the exemptions from taxation granted under this agreement.

SECTION 9. If Creative Liquid Coatings materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if Village of Montpelier determines that then certification as to delinquent taxes required by this agreement is fraudulent, Village of Montpelier may terminate or modify the exemptions from taxation granted under this Agreement.

SECTION 10. Creative Liquid Coatings hereby certifies that at the time this agreement is executed, Creative Liquid Coatings does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which Creative Liquid Coatings or 5753. of the Revised Code, or, if such delinquent taxes are owed, Creative Liquid Coatings are paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against Creative Liquid Coatings for the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

SECTION 11. Creative Liquid Coatings affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

SECTION 12. Creative Liquid Coatings and Village of Montpelier acknowledge that this agreement must be approved by formal action of the legislative authority of Village of Montpelier as a condition for the agreement to take effect. This agreement takes effect upon such approval.

SECTION 13. Village of Montpelier has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, Creative Liquid Coatings is committing to following non discriminating hiring practices acknowledging that no individual may be denied employment solely based on race, religion, sex, disability, color, national origin, or ancestry.

SECTION 14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that Creative Liquid Coatings, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

SECTION 15. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by Creative Liquid Coatings is not equal to or greater than seventy-five percent of the number of employee positions estimated to be created or retained under this agreement during three-year period, Creative Liquid Coatings shall repay the

amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the Village of Montpelier may terminate or modify the exemptions from taxation granted under this agreement.

SECTION 16. Creative Liquid Coatings covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of Creative Liquid Coatings has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, Creative Liquid Coatings shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

SECTION 17. This agreement is not transferable or assignable without the express, written approval of Village of Montpelier.



IN WITNESS WHEREOF, the Village Manager Jason Rockey, of the Village of Montpelier, and pursuant to Ordinance No. _____, has caused this instrument to be executed this _____ day of _____, 2024 Creative Liquid Coatings by Stephen Geist has caused this (date) (month) instrument to be executed on this _____ day of _____, 2024. (date) (month)

Village of Montpelier, Ohio

Approved as to form:

By: Village Manager, Jason Rockey Date

Creative Liquid Coatings

By: Bob Bohmer, Village Solicitor Date


By: Stephen Geist Date 9-26-24

Consent of Williams County, Subject to the conditions set forth above, and pursuant to Resolution adopted by the Williams County Commissioners on _____, 2024 the County hereby consents to the Agreement.

The Board of County Commissioners of Williams County, Ohio

By: Commissioner Bartley E. Westfall Date

Approved as to form:

By: Commissioner Terry N. Rummel Date

By: Rachael Sosti, Assistant Prosecutor Date

By: Commissioner Lewis D. Hilkert Date

- E. Violations of this policy will result in disciplinary action, up to and including termination.

SPEECHES**SECTION 7.10**

Due to the numerous services the Village offers to the community, staff may be asked to make speeches to various clubs, organizations, and civic groups. Prior to making a commitment to do a speech, all requests should first be cleared through and approved by the Village Manager or designee.

SOCIAL MEDIA**SECTION 7.11**

- A. This policy establishes a protocol for establishing, operating, and maintaining the Village of Montpelier's various department social media accounts. This policy is intended to further the goals of citizen communication and education where appropriate, through the use of social media services.
- B. Consistent with the provisions below, the Director of Finance shall be responsible for implementation of this policy, subject to the oversight and approval of the Village Manager.
- C. The social media policy is established to provide policy guidance and procedures to the employees of the Village of Montpelier, officials, elected public officials, and/or volunteers that use electronic and/or computer resources to establish, maintain, and/or post to the Village's social media accounts.
- D. In an effort to address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, the Village will consider participating in various social media sites to reach a broader audience. The Village encourages the use of social media to further the goals of citizen communication and education where appropriate. The use of social media can help the Village of Montpelier to:
1. Achieve organizational goals.
 2. Monitor and respond to hot topics and emerging issues quickly.
 3. Proactively address current issues and projects.
 4. Expand communication tools with a vast, low-cost distribution system for content, while broadening and engaging new audiences.
 5. Increase transparency of government.
- E. "Social media sites" are external, websites or social network services on non-Village servers. Most social media sites provide a variety of ways for users to interact, such as e-mail, linking, posting, and instant messaging services. Examples of current popular social media sites are Facebook, Twitter, and LinkedIn.

- F. Generally, a “Content Manager” is the individual responsible for maintaining all information on a Village social media site account or profile. For purposes of this policy, the appointed Content Manager is the Director of Finance, acting in cooperation with the Village Manager.
- G. “Posting” refers to the publishing of information on social media sites. “Blogs” refers to any type of website with regular entries of commentary, descriptions of events, or other material such as graphics or video, which are typically (but not always) organized by date, topic, or content tags.
- H. Facebook is the only approved social media site for the establishment of a Village account or profile. However, the Village is aware that the internet landscape can change rapidly and users can gravitate to different social media forums, and is also aware that social media sites vary in content and use. Therefore, any proposed shift of the Village’s social media presence from Facebook to another social media site, or any proposed expansion either within or in addition to the Village’s Facebook accounts or profiles, will be addressed as follows:
1. The Director of Finance, cooperating with the Village Manager, will review a site before a Village account is created based on its need, purpose, and audience. Village accounts shall only be established with the approval of the Director of Finance, under the direction of the Village Manager and with the appointment of a Village Department Social Media Representative responsible for all social media posts for that particular department. Except for those Facebook accounts that have previously been established by the Parks and Recreation Department, the Montpelier Police Department, and the Montpelier Fire Department, no other employee of the Village of Montpelier is authorized to establish any Village of Montpelier account on any social media site without approval of the Director of Finance.
 2. Prior to establishing any Village account, the Director of Finance will submit any proposed social media site to the Village’s Information Technology contractor for review, to ensure it is technically compatible with the Village’s network environment and browsers.
 3. The Director of Finance will determine whether the social media site allows comments or posts to be turned off. It will be at the discretion of the Village whether a site or platform will be used in the event that the particular format will not allow the Village to turn off the comments or posts feature.
 4. The Director of Finance will review the concept, audience, and marketing plan for any social media site.
 5. The Director of Finance, in coordination with the Village’s IT support, will setup the main administration account for the site, using a Village e-mail address.
- I. If the Village elects to use any site or platform that will not allow comments or posts to be turned off, the Village reserves the right to implement the controls set out above.

- J. If a social media site or any other web based platform used by the Village allows for comments to be posted by the public, the Village Department Social Media Representative, with the knowledge of the Director of Finance reserves the right to edit or remove content based on the criteria listed below, and for any other appropriate reason. The Village also reserves the right to turn off the ability of third parties to post or comment. The Village's intent is not to create a public forum, but to maintain a moderated online discussion directly relating to topics posted by the Village, with language that is appropriate for citizens (including minors) to read. The following content shall be considered inconsistent with the intent of this policy and is subject to editing and/or removal:
1. Comments not topically related to the particular article being commented upon;
 2. Profane language or content;
 3. Threatening or harassing content;
 4. Content that promotes, fosters, or perpetuates discrimination on the basis of a person's race, color, sex, national origin, age, religion, military status, veteran's status, genetic information, pregnancy, ancestry, or disability.
 5. Sexual content or links to sexual content;
 6. Solicitations of commerce;
 7. Conduct or encouragement of illegal activity;
 8. Information that may tend to compromise the safety or security of the public or public systems;
 9. Content that violates a copyright, trademark, or other legal ownership interest of any other party; or
 10. Accusations made that imply that a particular individual is guilty of any criminal conduct or immoral activity. Defamatory and/or derogatory material will not be permitted. If a person believes that there is a legitimate basis to make a complaint against the Village, any of its employees, or any third party, then appropriate alternative means of registering the complaint must be utilized, and these social media sites designed solely for the communication of information determined to be relevant by the Village will not be an appropriate forum for registering allegations of criminal activity or other accusations against any individual or entity.
- K. The use of social media sites shall be for the purpose of allowing the Village to distribute information regarding topics as determined by the Village. If any platform allows for posting comments by third parties, then third party comments may be allowed by the Village in its sole discretion subject to the right of the Village Department's Social Media Representative and with the knowledge of the Director of Finance to remove

inappropriate content that is determined to be inappropriate in violation of one or more of the standards enumerated in this policy, or for any other appropriate and lawful reason. To the extent the Village permits a social media site to be utilized as a limited forum for expression, the only content that will be permitted will be responses or postings that are relevant to the Village-initiated topics and discussion, and under circumstances where such comments and postings are consistent with the standards of appropriate communication available to all citizens as set forth in this policy.

- L. Social media sites may be used to promote the Village, Village services, Village Job opportunities, and Village events.
- M. Village use of social media sites will comply with all provisions of Ohio law, Ordinances of the Village of Montpelier, and policies issued by the Village Manager or Council. All social media sites shall clearly indicate that they are maintained by the Village of Montpelier and shall have Village of Montpelier contact information available on the site.
- N. No personal e-mail addresses or contact information of any Village employee, official, resident, or guest should be posted on these sites. Social media sites may not be used to provide any general information pertaining to Village employees, officials, residents, or guests. Group photographs or video may be posted with the Village Department's Social Media Representative and Director of Finance's discretion, subject to any other Village Policy regarding the same, but no individual photographs or video may be posted on a Village social media site without prior notification and approval by the affected individual.
- O. Notwithstanding any other provision hereof, the Village's website may link to the Village's official page on a social media site, and vice versa, at the Village's discretion.
- P. Social media sites that may be established pursuant to this policy will not be appropriate places where a person may request public records. Social media sites established pursuant to this policy will not be monitored for public records requests. The Village staff responsible for implementation of this policy and for providing services on behalf of the Village with respect to social media sites implemented pursuant to this policy are not custodians of general public records. Any person communicating by means of a social media site is not in communication with a custodian of public records generally. Requests for public records should be directed to the Village's Clerk of Council.
- Q. Social media sites and other network applications established pursuant to this policy will not generally be an appropriate forum by which citizens may ask questions or request information or records of the Village. Citizens are requested to go to the official Village of Montpelier website at <http://www.montpelieroh.net> and link to the place established on that website for general inquiries directed to the Village. Questions posted on a social media site established pursuant to this policy may not receive an answer because the site will not be monitored for this purpose. The Village website will remain the official location for content regarding official Village business, services, and events. When possible, links within social media sites will direct users back to the Village's website for more information, forms, documents or online services necessary to conduct business with the Village of Montpelier.

- R. Only those employees that are designated as Administrators on the Village Social Media Sites shall post or respond to postings on said accounts.
- S. The Village is aware that Village employees may have and use their own social media accounts, i.e., Facebook pages, blogs, and the like, outside their normal hours of employment. Employees are reminded that any confidentiality agreements they have signed or policies adopted in the Employee Handbook and Policies Manual as a condition of their employment with the Village will apply to their online postings. Employees are further reminded that they are personally responsible for content they may publish on any blogs and sites and could be subject to legal liability for information deemed disparaging, threatening, offensive, demeaning, defamatory, obscene, proprietary, or libelous to the Village of Montpelier or to any other entity. Furthermore, if any of an employee's published views untruthfully and negatively comment upon the reputation, integrity, character, or morals of the officials, employees, or management of the Village of Montpelier, or any affiliates, or if it is counter to any other policy of the Village of Montpelier, that employee may be disciplined up to and including termination. Employees may not discuss work-related issues and complaints via any social media site affiliated with the Village, including but not limited to any posting that originates from the employee's personal social media account. Suspected violations of the above policy should be immediately reported to the Village Manager.
- T. The Village Department's Social Media Representative is responsible for notifying the Director of Finance of postings to their social media site and content to review.
- U. The Director of Finance may disable functions on the social media site or applications that are not needed or desired in the sole discretion of the Village. No rights are created in any third party with respect to how the Village may utilize the applications and features on social media or web application sites, and the decisions on which features to maintain or disable will be in the sole discretion of the Village. Similarly, the decision on whether to allow posting or responses by third parties and the deletion of any such responses or postings shall be in the sole discretion of the Village and outside parties do not have any authority or right to control content or the length of time content may be posted.
- V. The Village of Montpelier reserves the right to temporarily or permanently suspend access to official Village social media sites at any time.
- W. All information posted by the Village on external sites may be subject to the Ohio Public Records Act and the Sunshine Law. The Village Department Social Media Representative, Director of Finance, in coordination with the Village's Information Technology contractor, shall maintain an archive of all information posted to the site, which archive shall be maintained consistent with the Village's Records Retention Schedule, in the event it cannot be retrieved from the actual site itself.
- X. The Director of Finance will review the social media sites on a routine basis to ensure they are updated and that information is being posted in a timely manner.
- Y. The Village Manager and other staff responsible for development and maintenance of the

Records Retention Schedule of the Village of Montpelier will develop categories of record retention that will permit the disposal of transitory electronic communications received from third parties on such social media and external website facilities that are subject to this Policy on the shortest time frame reasonably allowable. Official materials posted by authorized staff for the Village of Montpelier will be scheduled for disposal on the records retention schedule in accordance with the content of such items.

- Z. Village elected officials and members of all subsidiary boards and commissions of the Village of Montpelier should not engage in on-line discussions concerning matters which may foreseeably come before them for Village Council or other Board or Committee action. All members of official bodies, agencies, and committees of the Village of Montpelier, including the Village Council, the Planning Commission, and other committees and agencies of the Village, are subject to the Public Records Act and the Sunshine Law. Members of such committees are encouraged to consult with the Village Manager and the Law Director if they have any questions concerning appropriate compliance with these laws. The Attorney General in AGO 2009-19 (dated April 23, 2009) opined that these types of websites and social media may be subject to the Sunshine Law as well as Public Records Act. Accordingly, elected officials and members of all advisory, elected and appointed boards and commissions of the Village of Montpelier are encouraged to refrain from making any comment on a social media or external Internet site related to a matter of public business that may be pending before the body of which the person is a member or any matter that may reasonably be understood to potentially come-up before such body or authority in the future, because of the substantial risk that other members of the same official body or authority may be online and may inadvertently respond to such communication, thereby establishing a "meeting" outside of the requirements of the Sunshine Law.

GAMBLING**SECTION 7.12**

- A. The Village does not permit gambling in any form by employees during workdays or on the Employer's premises. Gambling is defined as playing a game of chance or wagering money on the outcome of a game, contest, or other event.
- B. For the purpose of this policy, the workday includes all working hours, lunch periods, clean-up time, and other breaks. Violation of this policy shall result in disciplinary action.

**FIRE CONTRACT -- 2025
(ORC 9.60)**

JEFFERSON TOWNSHIP

This Agreement made and entered into this 30 Day of December, 2024 by and between the VILLAGE OF MONTPELIER, OHIO hereinafter called the "VILLAGE", and the JEFFERSON TOWNSHIP, Williams County, Ohio, hereinafter called the "TOWNSHIP".

WITNESSETH:

Whereas, the Council of the Village and Trustees of the Township have determined to enter into this agreement providing for furnishing fire protection to the Township and inhabitants thereof commencing on January 1, 2025 to December 31, 2025.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

For and in consideration of the mutual promises and covenants contained herein, and for other good and valuable considerations, the parties entered into this contract for fire protection and all fire department related services, for that portion of the Township of Jefferson, Williams County, Ohio, commencing at a point where the centerline of County road 13 intersects with the intersection of County Road J, thence running east along the centerline of county Road J to the centerline of County Road 16, thence running north along the centerline of County Road 16 to the centerline of County Road M, thence running West along the centerline of County Road M to the centerline of County Road 15, thence running North to the Jefferson and Madison Township Boundary, thence running west to the centerline of County Road 13, thence running south along the centerline of County Road 13 to the point of origin; that portion of the Ohio Turnpike starting at County Road 13, thence running East to County Road 16 is included in and part of this Agreement.

The Village agrees to furnish, at its own expense throughout the territory described above, the use of existing fire equipment of the type needed to handle the type of fire to be brought under control, together with the services of enough personnel from the Montpelier Fire Department to operate said equipment when the same may be needed within the said Township. Additional units of fire equipment will be furnished for fire calls where in the judgment of the Fire Chief or other officer in charge of call determines that additional equipment is needed to control and extinguish the type of fire that exists. The "Jaws of Life" unit shall be considered a unit of equipment for this and for charging purposes.

For the year January 1, 2025 through December 31, 2025 the Township Trustees agree to pay to the Village for above services and the use of said fire equipment and manpower, the sum of forty-four thousand two hundred sixty dollars and eighteen cents (\$44,260.18) Percentage of Runs Charge, for year 2025 for Fire Department coverage within said Township.

The runs for 2025 fees were calculated less the cancelled runs to the area of the Turnpike which are, one (1) for 2019, zero (0) for 2020, two (2) for 2021, six (6) for 2022 and six (6) for 2023. For this contract the Township shall pay a flat fee of five hundred dollars (\$500.00) for each and any cancelled run only to the area on the Ohio Turnpike that this agreement covers. The year of 2023 also had two (2) no charge runs. This component of the agreement shall be reviewed by the Council of the Village of Montpelier per the motion passed on December 23, 2008. Council's motion was "...to set in place for a five-year period of time unless a review of costs is requested by either party." The above amounts having been calculated using a five (5) year average of percentage of runs times expenses. It is further agreed that these flat annual fees place no limit on the number or length of time of fire calls within said Township. Payment of these fees shall be made to the Director of Finance of the Village of Montpelier on a quarterly basis as billed by said Director of Finance.

It is further agreed by and between the parties that nothing in this agreement shall be construed to give said Trustees any exclusive right in or to the use of services of said equipment to be provided, and further, nothing in this agreement shall be construed in any way to limit the right of the Village to the use and services of said equipment and manpower within the Village of Montpelier, nor limit the rights of said village to make similar agreements with other political subdivisions as to the same equipment and manpower. In the event of simultaneous calls, the call from within the Village of Montpelier shall receive preference; otherwise, all other calls received by the Montpelier Fire Department shall be answered with the equipment and manpower as stated as promptly and reasonably as is possible in the order in which they are received.

This agreement is entered into in accordance with the provisions of Section 9.60 of the Revised Code of Ohio, and shall be effective immediately upon its execution by the duly authorized elected or appointed officers of said political subdivision.

IN WITNESS WHEREOF, the said parties have caused their names to be subscribed hereto by their proper officers duly authorized in the premises on the day and year first above written.

TRUSTEES OF JEFFERSON TOWNSHIP

VILLAGE OF MONTPELIER

Scott C. Clark
Trustee

Village Manager

[Signature]
Trustee

[Signature]
Trustee

Approved by the Montpelier Village Council by motion duly passed on

The ___ day of _____, _____

Clerk of Council

Approved by the Township Trustees by motion duly passed on

The 30th day of December, 2024

[Signature]
Fiscal Officer

RESOLUTION 1413

A RESOLUTION OF THE VILLAGE OF MONTPELIER, OF OHIO, SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA250-OH)

WHEREAS, the Ohio legislature and the Governor created AMERICA250-OH in 2021 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and Ohio's integral role in that event and the role of its people on the nation's past, present and future; and

WHEREAS, AMERICA250-OH hopes to engage ALL Ohioans and ALL 88 counties through their many signature and officially recognized programs, projects and events over the next several years by inspiring future leaders and celebrating all Ohioans contributions to the nation over the last 250 years; and

WHEREAS, by adoption of AMERICA250-OH Resolution we hope to educate, preserve, innovate, and celebrate.

NOW, THEREFORE, BE IT RESOLVED, AND IT HEREBY RESOLVED, that the Village of Montpelier hereby endorses AMERICA250-OH and their mission to educate, preserve, innovate and celebrate EVERY Ohioan in EVERY county; and

IT IS FURTHER RESOLVED that a copy of this resolution be sent to the Municipal legislative delegation and AMERICA250-OH Commission.

ADOPTED by the Village of Montpelier Council of the County of Williams, the state of Ohio, this Thirteenth Day of January, 2025.

Date: _____

Steven L. Yagelski, Mayor

Attest:

Clerk of Council

From: [park](#)
To: [Jason Rockey](#)
Cc: [Molly Collert](#); [Nikki Uribes](#)
Subject: FW: America 250-Ohio Community Follow
Date: Friday, December 6, 2024 8:06:31 AM
Attachments: [AM 250-OH Municipal Resolution UPDATED.docx](#)
[image001.png](#)

Jason, Nikki, & Molly,

Can we get this resolution on the agenda for the January 13th Council meeting? The State accepted us as a Bicentennial Community provided we pass this resolution, name liaisons (Jason & Sandy and Kelly Herzog from the Chamber), and set up a committee. I'll take care of the logistics and attend the virtual meetings. We only have 30 days after everything is submitted to set up a committee, and I'd rather do that in January than December.

As far as a committee, if anyone from Council wants to join, I also plan to reach out to Rotary, Civic, vets, model railroaders, the Library, churches, etc. All my usual contacts and also see if Kelly has anyone additional from the Chamber/businesses. I plan to have one main meeting and then do most of the rest by email.

I'll plan some new events but my goal is to encourage groups and businesses to incorporate America 250 into what they already do over the year with the main events during Bean Days on July 17 & 18, 2026. The Bean Days committee is already on board with this. I'll also encourage the community to hang flags, bunting and plant red, white & blue flowers.

The state/nation has other things planned on July 4th weekend so it is best to avoid that weekend for our events.

Thank you!

Sandra Gordon

Recreation Director

Village of Montpelier

Office: (419) 485-3496

Fax: (419) 485-4947

<https://www.montpelierpark.net>

park@montpelieroh.org



From: Taylor Tomu [mailto:ttomu@ohiohistory.org]

Sent: Thursday, December 5, 2024 5:03 PM

Subject: America 250-Ohio Community Follow

Good afternoon,

Thank you so much for completing your online application to become an America 250-Ohio Community. We are so excited to get your organization signed up as one of our communities. I have attached the editable resolution for your convenience.

All you need to do next is the following:

1. Pass, sign, and send a digital copy of the AM 250-OH Communities resolution to ttomu@ohiohistory.org
2. Designate and send the names of (1-2) individuals the appropriate governmental office and (1) local cultural, civic, or corporate partners who will serve as the AM 250-OH Community liaisons to ttomu@ohiohistory.org
3. Submit the information for your community for posting on our website [HERE](#)

Once completed, you will be officially added to our America 250-Ohio Communities roster!

Once added we highly encourage you to begin to form your AM 250-OH committee – involve all types of organizations and begin the planning process. Your liaisons will be required to attend monthly virtual meetings with AM 250-OH staff to provide information and resources to help you be successful. If you have any additional questions or concerns, please reach out to me. I look forward to hearing from you soon!

With Gratitude,

Taylor



Taylor Tomu (She/Her)

Outreach & Engagement Specialist | America 250-Ohio Commission
614-378-2028 (cell)
ttomu@ohiohistory.org
41 South High Street, Suite 250, Columbus, OH

Find out more about the AM 250-OH Commission click [here](#)

RESOLUTION 1414

A RESOLUTION TO AMEND APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF MONTPELIER, STATE OF OHIO DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025

Whereas Periodically adjustments need to be made to the Annual Appropriations of the Village of Montpelier

Whereas, the Village of Montpelier has obtained an "Amended Certificate of Estimated Resources" in the amount of \$345,914 from the County Auditor, now

BE IT RESOLVED by the Council of the Village of Montpelier, State of Ohio, that, the 2025 appropriations be amended as follows:

SECTION 1: That the appropriations to the General Fund be as follows:

PROGRAM I - SECURITY OF PERSONS AND PROPERTY

POLICE LAW ENFORCEMENT

210 PERSONAL SERVICES	0.00	
270 TRANSFERS	0.00	
ALL OTHER APPROPRIATIONS	<u>24,692.00</u>	
TOTAL POLICE LAW ENF		24,692.00

FIRE FIGHTING, PREVENTION & INSPECTION

210 PERSONAL SERVICES	0.00	
ALL OTHER APPROPRIATIONS	12,500.00	
TOTAL FIRE FIGHTING		12,500.00

TOTAL PROGRAM I-SEC. OF PERS & PROP 37,192.00

PROGRAM VII-GENERAL GOVERNMENT

LEGISLATIVE OFFICE

210 PERSONAL SERVICES	0.00	
ALL OTHER APPROPRIATIONS	<u>2,724.00</u>	
TOTAL LEGISLATIVE OFFICE		2,724.00

TOTAL PROGRAM VII-GENERAL GOVERNMENT 2,724.00

GRAND TOTAL GENERAL FUND 39,916.00

SECTION 2: That the SPECIAL REVENUE FUNDS be appropriated as follows:

PROGRAM III-LEISURE TIME ACTIVITIES

RECREATION FUND

PARK

210 PERSONAL SERVICE	0.00	
ALL OTHER APPROPRIATIONS	<u>154,107.00</u>	
TOTAL PARK FUND		154,107.00

TOTAL PROGRAM III - RECREATION 154,107.00

PROGRAM VII-GENERAL GOVERNMENT

COMPENSATED ABSENCE FUND

210 PERSONAL SERVICES	29,300.00	
ALL OTHER APPROPRIATIONS	<u>0.00</u>	
TOTAL COMPENSATED ABSENCE		29,300.00

IRON HORSE RIVER TRAIL

ALL OTHER APPROPRIATIONS	<u>148,284.00</u>	
TOTAL IRON HORSE RIVER TRAIL		148,284.00

WABASH CANNONBALL TRAIL

ALL OTHER APPROPRIATIONS	<u>153,500.00</u>	
TOTAL WABASH CANNONBALL		153,500.00

TOTAL PROGRAM VII-GENERAL GOVERNMENT **331,084.00**

GRAND TOTAL SPECIAL REVENUE FUNDS **485,191.00**

SECTION 3: That the CAPITAL IMPROVEMENT FUNDS be appropriated as follows:

TAX CAPITAL IMPROVEMENT FUND

PROGRAM I-SEC OF PERSONS & PROP

POLICE DEPARTMENT		
ALL OTHER APPROPRIATIONS	350.00	
TOTAL TAX CAPITAL-POLICE		350.00

FIRE DEPARTMENT		
ALL OTHER APPROPRIATIONS	22,669.00	
TOTAL TAX CAPITAL-FIRE		<u>22,669.00</u>

TOTAL PROGRAM I-SEC OF PERSONS & PROP **23,019.00**

PROGRAM VII-GENERAL GOVERNMENT

GENERAL GOVERNMENT		
ALL OTHER APPROPRIATIONS	12,844.00	
TOTAL GENERAL GOVERNMENT		12,844.00

TOTAL PROGRAM VII-GENERAL GOVERNMENT **12,844.00**

TOTAL TAX CAPITAL IMPROVEMENT FUND **35,863.00**

GRAND TOTAL CAPITAL IMPROVEMENT FUNDS **35,863.00**

SECTION 4: That the ENTERPRISE FUNDS be as follows:

WATER FUND

DISTRIBUTION		
210 PERSONAL SERVICES	0.00	
ALL OTHER APPROPRIATIONS	13,935.00	
TOTAL DISTRIBUTION		13,935.00

TREATMENT			
210 PERSONAL SERVICES	0.00		
ALL OTHER APPROPRIATIONS	7,865.00		
ADVANCES OUT	<u>0.00</u>		
TOTAL TREATMENT		7,865.00	
GENERAL SERVICES			
210 PERSONAL SERVICES	0.00		
ALL OTHER APPROPRIATIONS	2,050.00		
TOTAL GENERAL SERVICES		<u>2,050.00</u>	
TOTAL WATER FUND			23,850.00
LIGHT FUND			
DISTRIBUTION			
210 PERSONAL SERVICES	0.00		
ALL OTHER APPROPRIATIONS	<u>508,000.00</u>		
TOTAL DISTRIBUTION		508,000.00	
GENERAL SERVICES			
210 PERSONAL SERVICES	0.00		
ALL OTHER APPROPRIATIONS	800.00		
TOTAL GENERAL SERVICES		800.00	
TOTAL LIGHT FUND			508,800.00
SEWER FUND			
DISTRIBUTION			
210 PERSONAL SERVICES	0.00		
ALL OTHER APPROPRIATIONS	9,429.00		
TOTAL DISTRIBUTION		9,429.00	
TREATMENT			
210 PERSONAL SERVICES	0.00		
ALL OTHER APPROPRIATIONS	54,982.00		
TOTAL TREATMENT		54,982.00	
GENERAL SERVICES			
210 PERSONAL SERVICES	0.00		
ALL OTHER APPROPRIATIONS	600.00		
TOTAL GENERAL SERVICES		<u>600.00</u>	
TOTAL SEWER FUND			65,011.00
GRAND TOTAL ENTERPRISE FUNDS			<u>597,661.00</u>
TOTAL 2025 AMENDMENTS TO THE APPROPRIATIONS			1,158,631.00
PRIOR TOTAL 2025 APPROPRIATIONS			15,618,252.00
TOTAL AMENDED APPROPRIATIONS			16,776,883.00

Section 5: This Resolution shall take effect at the earliest period allowed by law.

Passed: _____

Mayor

Attest: _____

Clerk of Council

VILLAGE OF MONTPELIER
CERTIFICATE OF ESTIMATED REVENUE

AS of 1/13/2025

Fund Classification/Name	est Cash Balance Dec. 31, 2024	Reserve for Enc.	Carryover Balance Avail.- Appropriation	Taxes	Tot. amt. from all Sources Avail - Expen	as amended 1/13/2025	Tot amt Avail plus Balances	Appropriated RES 1408	Amended RES 1414	Total Appropriated	Remaining Balance	Appropriated 2024	Difference between 2024-2025
Governmental Fund Types													
General Fund-001	4,968,657	0	4,968,657	172,787	1,869,290	38,649	7,049,383	2,778,705	39,916	2,818,621	4,230,762	2,452,826	365,795
Special Revenue Funds													
Street	420,098	0	420,098		242,800	0	662,898	267,073	0	267,073	395,825	266,598	475
State Highway	52,706	0	52,706		18,400		71,106	12,500	0	12,500	58,606	12,500	0
Park	1,107,600	0	1,107,600		424,900		1,532,500	551,598	154,107	705,705	826,795	504,550	201,155
Permissive	0	0	0		0		0	0		0	0	0	0
State Motor Vehicle Lic Tax	78,125	0	78,125		10,400		88,525	14,000		14,000	74,525	13,000	1,000
Alcohol Education & Enforc	2,035	0	2,035		100	0	2,135	150		150	1,985	150	0
Iron Horse River Trail	0	0	0		0	148,284	148,284	0	148,284	148,284	0	1,200,000	(1,051,716)
Police Pension	20,208	0	20,208	17,874	102,126	5,481	145,689	116,114		116,114	29,575	100,350	15,764
Drug Education & Enforc	5,096	0	5,096		400		5,496	1,550	0	1,550	3,946	1,550	0
Law Enforcement Trust	0	0	0		0		0			0	0	0	0
WWIP - Grant	0	0	0		0		0	0		0	0	0	0
Wabash Cannonball Trail	0	0	0		0	153,500	153,500		153,500	153,500	0	0	153,500
Coronavirus ARPA 2021 Fund	0	0	0		0		0	0		0	0	0	0
Compensated Absence Fund	136,185		136,185		16,342		152,527	0	29,300	29,300	123,227	0	29,300
Total Special Revenue	1,822,053	0	1,822,053	17,874	815,468	307,265	2,962,660	962,985	485,191	1,448,176	1,514,484	2,098,698	(650,522)
Capital Projects Funds													
Tax Capital Improvement	739,330	0	739,330		480,446	0	1,219,776	610,300	35,863	646,163	573,613	636,200	9,963
Sewer Capital Improvement	1,753,112		1,753,112		390,000	0	2,143,112	216,787	0	216,787	1,926,325	276,788	(60,001)
Total Capital Projects Funds	2,492,442	0	2,492,442		870,446	0	3,362,888	827,087	35,863	862,950	2,499,938	912,988	(50,038)
TOT GOVERNMENTAL FUNDS	9,283,152	0	9,283,152	190,661	3,555,204	345,914	13,374,931	4,568,777	560,970	5,129,747	8,245,184	5,464,512	(334,765)
Proprietary Fund Types													
Enterprise Funds													
Water	1,595,081	0	1,595,081		1,282,030	0	2,877,111	1,492,925	23,850	1,516,775	1,360,336	1,455,925	60,850
Light	5,847,535	0	5,847,535		7,100,550	0	12,948,085	8,103,781	508,800	8,612,581	4,335,504	8,346,262	266,319
Sewer	1,320,174	0	1,320,174		1,052,014	0	2,372,188	1,279,034	65,011	1,344,045	1,028,143	1,089,331	254,714
Storm Sewer	733,162	0	733,162		95,020	0	828,182	103,735	0	103,735	724,447	125,118	(21,383)
Utility Deposit	133,183		133,183		30,000		163,183	45,000		45,000	118,183	45,000	0
Total Enterprise Funds	9,629,135	0	9,629,135	0	9,559,614	0	19,188,749	11,024,475	597,661	11,622,136	7,566,613	11,061,636	560,500
TOTAL PROPRIETARY FUNDS	9,629,135	0	9,629,135	0	9,559,614	0	19,188,749	11,024,475	597,661	11,622,136	7,566,613	11,061,636	560,500
FIDUCIARY FUNDS													
Income Tax control	0	0	0	0	25,000		25,000	25,000		25,000	0	25,000	0
Total Fiduciary Funds	0	0	0	0	25,000	0	25,000	25,000	0	25,000	0	25,000	0
TOTAL ALL FUNDS	18,912,287	0	18,912,287	190,661	13,139,818	345,914	32,588,680	15,618,252	1,158,631	16,776,883	15,811,797	16,551,148	225,735

70,490,590

13,676,393

GENERAL FUND TAX 2.9 204,423
POLICE PENSION TAX .03 21,147

I, Nicole M Uribes, Director of Finance for the Village of Montpelier hereby certify that the foregoing is a true and accurate tabulation of the Estimated Revenue for the Village of Montpelier, year ending December 31, 2025

Nicole M Uribes, Director of Finance

RESOLUTION 1415

A RESOLUTION APPROVING THE IMPLEMENTATION OF THE VILLAGE OF MONTPELIER COMPENSATION PLAN STRUCTURE AND ADMINISTRATION AND AUTHORIZING AND ESTABLISHING THE WAGE ADJUSTMENTS FOR HOURLY AND SALARIED EMPLOYEES

Whereas, the Village of Montpelier Council is responsible for determining and administering the Village of Montpelier employee wages and benefits; and

Whereas, the Village of Montpelier recognizes the individual contributions made by its employees in serving the public and further recognizes the need to offer fair and competitive compensation to attract and retain qualified employees; now therefore

BE IT RESOLVED, by the Council of the Village of Montpelier, Ohio, that:

SECTION 1: That the Village of Montpelier Compensation Plan Structure and Administration be hereby adopted by the Village of Montpelier and shall govern pay range maximums and details of the administration of hourly and salaried employee compensation.

SECTION 2: The paygrade assignment wage structure included in the Village of Montpelier Classification and Compensation Study, attached here to as Exhibit A, effective beginning December 23, 2024, are hereby adopted for all employees' who receive pay on a bi-weekly pay schedule and January 1, 2025 for employees who receive pay on a monthly pay schedule.

SECTION 3: The following compensation for the Volunteer Fire Department, not included in the Paygrade assignment wage structure included in the Village of Montpelier Classification and Compensation, are hereby adopted effective January 1, 2025.

JOB TITLE	WAGE RANGE
OFFICERS	
Chief	\$20,000/yr, plus fire calls
Assistant Chief	\$ 1,500/yr, plus fire calls
Captain	\$ 600/yr, plus fire calls
Lieutenant(s)	\$ 500/yr, plus fire calls
Safety Officer	\$ 350/yr, plus fire calls
FIREFIGHTERS	
New members	\$8.80/hr
Member with Firefighter I	\$10.75/hr
Member with Firefighter II	\$12.00/hr
Meetings attended	\$9.50/meeting

Any volunteer fire department member who retires from the department in good standing with fifteen (15) or more consecutive years of service shall be eligible to participate in the following Length of Service Award program (LOSAP)

15 through 19 years of service	\$ 75.00 per year of service
20 through 30 years of service	\$100.00 per year of service (maximum \$3,000)

Retirement due to medical reasons before a member has 15 years of active service will be reviewed by the dependency board and their decision will be final as to possible eligibility.

To determine year’s eligibility, a point system based on the following parameters will be used: a) Meeting attendance; b) Fire attendance; c) Department extra activity participation.

SECTION 4: The following compensation for Seasonal and Part-time employees, not included in the Paygrade assignment wage structure included in the Village of Montpelier Classification and Compensation, are hereby adopted effective December 23, 2024.

JOB TITLE	WAGE RANGE
ENGINEERING DEPARTMENT	
Project Engineer	\$25.00 - \$100.00/hr
Park Maintenance & Recreation Department	
Seasonal Employees	\$10.00 - \$18.00/hr
Pool Department	
Head Lifeguard	up to \$15.00/hr
Certified Lifeguard	up to \$13.00/hr
Non-certified employee	up to \$11.00/hr
All Other Departments	
Seasonal Employees	up to \$40.00/hr

SECTION 5: Clothing Allowance. Full-time Police Officers shall receive a \$400 yearly clothing allowance every January. All other full-time Village employees shall receive a \$350 yearly clothing allowance.

SECTION 6: The included Organizational Chart, attached hereto as Exhibit B and job descriptions in the Village of Montpelier Classification and Compensation Plan is a representation of the organizational structure and employee duties that the Village of Montpelier desires to implement.

SECTION 7: Payment of wages pursuant to this ordinance or otherwise prior to the effective date of this legislation is hereby ratified and approved.

SECTION 8: Excluding the Volunteer Firefighters, Firefighter Officers and Assistant Fire Chief, the wages for salaried personnel are paid bi-weekly and are calculated on the basis of 2080 hours per calendar year, recognizing that there will be, on occasion, a year with 27 pay periods.

SECTION 9: This Resolution shall supersede any prior legislation that conflicts with the terms contained herein and all existing Resolutions inconsistent with this Resolution are hereby repealed.

SECTION 10: This Resolution shall take effect and be in force immediately upon passage.

Date Passed

Steven L. Yagelski, Mayor

ATTEST:

Clerk of Council

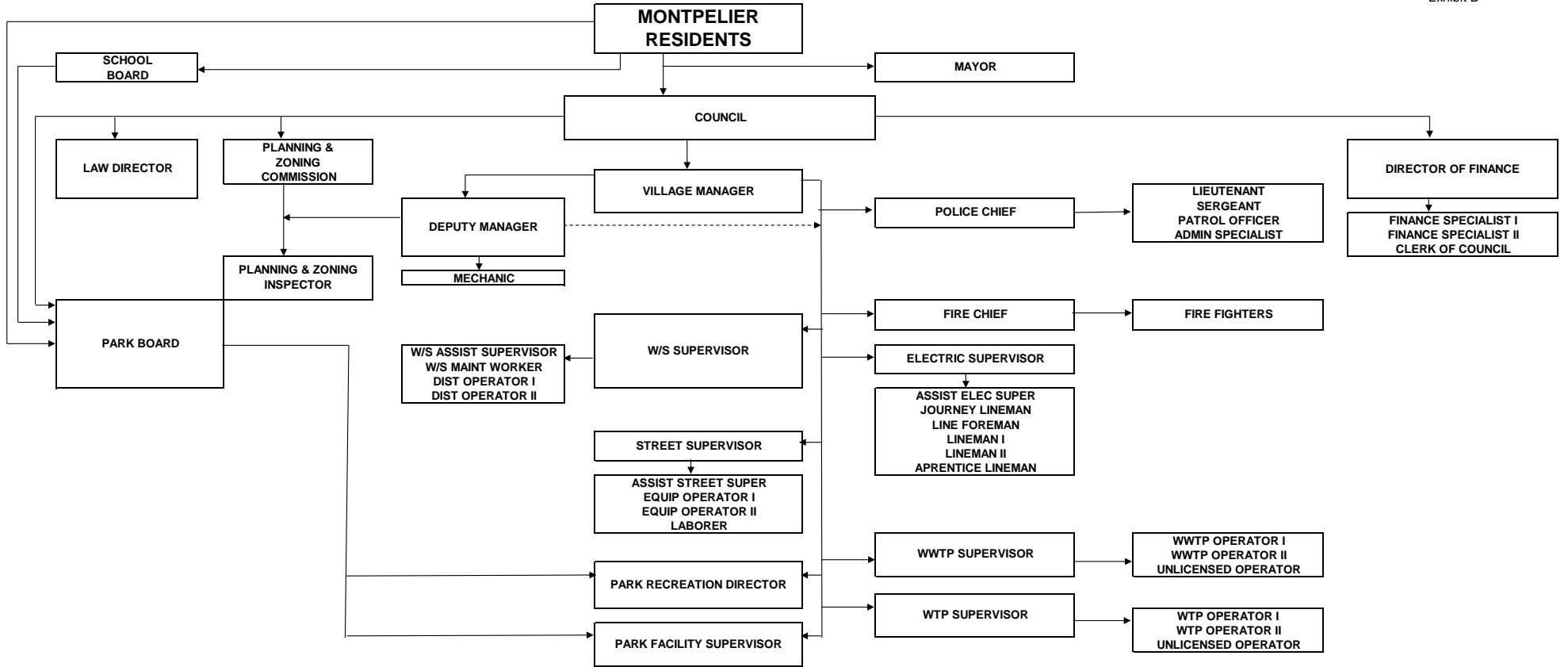
**VILLAGE OF MONTPELIER
PAYGRADE ASSIGNMENT WAGE STRUCTURE**

PAY GRADE ASSIGNMENT	POSITION	MIN	ANNUALIZED MIN	MID	ANNUALIZED MID	MAX	ANNUALIZED MAX
EMPLOYEES							
1	Unlicensed Operator Street Laborer Apprentice Lineman W/S Maintenance Worker	\$16.49	\$34,299.20	\$20.61	\$42,874.00	\$24.74	\$51,448.80
2	Street Equipment Operator I Finance Specialist I	\$17.66	\$36,732.80	\$22.08	\$45,916.00	\$26.49	\$55,099.20
3	Lineman I Street Equipment Operator II Distribution Operator I Finance Specialist II Police Admin Specialist Clerk of Council	\$18.84	\$39,187.20	\$23.55	\$48,984.00	\$28.26	\$58,780.80
4	Distribution Operator II Treatment Plant Operator I Street Assistant Superintendent Water/Sewer Assist Supervisor	\$20.02	\$41,641.60	\$25.03	\$52,052.00	\$30.03	\$62,462.40
5	Planning & Zoning Inspector Lineman II Patrol Officer Mechanic Park Facility Supervisor Park Recreation Director	\$21.20	\$44,096.00	\$26.50	\$55,120.00	\$31.80	\$66,144.00
6	Treatment Plant Operator II	\$22.37	\$46,529.60	\$27.96	\$58,162.00	\$33.56	\$69,794.40
7	Line Foreman Journey Lineman Street Superintendent Police Sergeant	\$24.73	\$51,438.40	\$30.91	\$64,298.00	\$37.10	\$77,157.60
8	Treatment Plant Supervisor Water/Sewer Supervisor	\$25.91	\$53,892.80	\$32.39	\$67,366.00	\$38.87	\$80,839.20
9	Electric Assistant Superintendent	\$27.08	\$56,326.40	\$33.85	\$70,408.00	\$40.62	\$84,489.60
10	Deputy Village Manager Electric Superintendent Police Lieutenant	\$29.44	\$61,235.20	\$36.80	\$76,544.00	\$44.16	\$91,852.80
11	Village Manager Director of Finance Police Chief	\$30.91	\$64,292.80	\$38.64	\$80,366.00	\$46.37	\$96,439.20

UPDATED JANUARY 13, 2025

VILLAGE OF MONTPELIER ORGANIZATIONAL CHART

Exhibit B



RESOLUTION 1416

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CAPITAL IMPROVEMENT COMMUNITY PARK, RECREATION/CONSERVATION PROJECT PASS THROUGH GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES.

WHEREAS, the Ohio Department of Natural Resources has offered to provide the Village of Montpelier grant funds in the amount of \$153,500 for the Wabash Cannonball Trail: Design Engineering (project identified as WILL-008C) under the terms of a Capital Improvement Community Park/Recreation/Conservation Project Pass Through Grant Agreement; and

WHEREAS, the Village of Montpelier wishes to accept such grant funds;

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

SECTION 1:

The Village Manager is hereby authorized to enter into the Capital Improvement Community Park Recreation/Conservation Project Pass Through Grant Agreement with the Ohio Department of Natural Resources on terms substantially similar to the form of the agreement attached hereto.

SECTION 2:

This Resolution shall be in full force and effective immediately upon its passage.

Date: _____
Steven L. Yagelski, Mayor

Attest

Clerk of Council

**Capital Improvement Community Park, Recreation/Conservation Project
Pass-Through Grant Agreement
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("R.C.") and House Bill No. 2, 135th General Assembly of the State of Ohio and the Village of Montpelier, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

ODNR Contact: Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 Teresa.Goodridge@dnr.ohio.gov	Grantee Contact: Jason Rockey Village Manager Village of Montpelier 211 N. Jonesville St. Montpelier, OH 43543 Jrockey@montpelieroh.org
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Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

WHEREAS, pursuant to House Bill No. 2, the 135th General Assembly of the State of Ohio has appropriated funds in the amount of One Hundred Fifty-Three Thousand Five Hundred Dollars (\$153,500.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as 'Wabash Cannonball Trail: Design Engineering', (hereinafter referred to as the "Project"). Furthermore, \$3,070.00 of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **WILL-008C**; and

WHEREAS, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

WHEREAS, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the “Bonds”) have been or will be issued by the Ohio Treasurer of State (the “Treasurer”) for the purpose of paying the “costs of capital facilities” including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW THEREFORE, for the purposes of providing the funds to Grantee pursuant to House Bill No. 2 of the 135th General Assembly, the parties hereto covenant and agree as follows:

- 1. Funding Amount.** ODNR agrees to provide the Grantee One Hundred Fifty Thousand Four Hundred Thirty Dollars (\$150,430.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Three Thousand Seventy Dollars (\$3,070.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR’s payment to Grantee exceed One Hundred Fifty Thousand Four Hundred Thirty Dollars (\$150,430.00). Funds for this Project have been released by the Controlling Board as of _____ and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
- 2. Project Description.** The Grantee shall use the grant funds for ‘Wabash Cannonball Trail: Design Engineering’, a project to complete the engineering design for the section of the Wabash Cannonball Trail in Montpelier, OH, all as more fully described in Exhibit A attached hereto.
- 3. Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the “Effective Date”) and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) (“Project Closeout”); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the “Term”). Grantee shall complete the Project on or before June 30th, 2026.
- 4. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, to be acquired or on which the Project will be located and developed as a public parks and recreation or conservation facility (the “Property”) except for those restrictions permitted below. Grantee represents that it is, or will be, the fee simple owner, or has a lease, or other interest, such as an easement, with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary

Map, and (c) the encumbrances, items, and other interests identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and it shall not cause there to be, any restrictions with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for “or equal” provisions may not be acceptable.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term.
7. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee’s obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.
8. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

9. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property, and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of H.B. 2, 135th General Assembly.
10. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall either party be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.
11. **Insurance.**
- a. Adequate Insurance. Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure Grantee, and ODNR, OPFC, the Treasurer, and the State, as additional insureds, in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.
 - b. Self-Insurance. Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
12. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer

shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

13. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.
14. **Reports and Records.** Grantee shall keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of the Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
15. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.
16. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.
17. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
18. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
19. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.

20. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
21. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.
22. **ODNR Right to Terminate.**
- a. **Breach; Notice.** ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein. Failure to comply with any provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
 - b. **Opportunity to Cure.** ODNR, in its sole discretion, may permit Grantee to cure a breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.
23. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

24. Legal, Federal Tax, and Other Compliance.

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.
- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

25. Relationship of Parties.

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.

- b. **No Control Over Means and Methods.** While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
 - c. **Right to Bind.** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
 - d. **No Agency.** Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery.** Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant.** Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions.** Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification.** Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
30. **Certification of Funds / Non-Appropriation.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio,

or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.

31. **Time Is of The Essence.** Time is of the essence in this Agreement.

32. **Miscellaneous.**

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict with Exhibits. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

VILLAGE OF MONTPELIER

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **WILL-008C**

I, _____, acting as attorney for the
Name and Title of Attorney
_____(“Grantee”), and for the reliance of the
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park, Recreation, or Conservation Project Pass-Through Grant Agreement (the “Agreement”) and my knowledge of Grantee’s organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee’s acceptance of the Agreement and the signing officer’s execution thereof, has has not* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee’s charter. (Resolution or Ordinance No. _____, dated _____, 202__).

*If “has not” is checked above, please indicate the reason: _____

Attorney for Grantee:

Attorney Signature

Attorney Printed Name

Attorney Registration No.

Date Signed

Attorney Address: _____

**EXHIBIT C
TITLE ENCUMBRANCES**

Encumbrances DO NOT Exist:

I hereby certify, as an authorized representative of Village of Montpelier ("Grantee"), that there are currently **NO** encumbrances, liens, easements, or restrictions against the Property defined in this Agreement.

Signature of Authorized Representative

Title

Printed Name

Date

Encumbrances DO Exist:

I hereby certify, as an authorized representative of Village of Montpelier ("Grantee"), that the following encumbrances, liens, easements, or restrictions are the only encumbrances, liens, easements, or restrictions that currently exist against the Property defined in this Agreement (attach an additional page, if needed):

Example: Easement by and between [Name of Grantee] and _____ dated _____ and recorded at Official Record # _____ (Vol. # _____ of Page # _____) of [Name of County] County, Ohio.

1	
2	
3	
4	
5	

Signature of Authorized Representative

Title

Printed Name

Date

RESOLUTION 1417

A RESOLUTION PROVIDING FOR THE RE-ACTIVATION AND RE-NAMING OF A PREVIOUS FUND CONSISTENT WITH THE REQUIREMENTS OF ORC 5705.09 (F)

WHEREAS, the Village of Montpelier, Ohio is requesting to re-activate a previous fund titled “Local Coronavirus Relief Fund” and re-name it “Wabash Cannonball Trail”.

NOW THEREFORE, be it resolved by the Council for the Village of Montpelier, Ohio a majority of the members elected thereto concurring, that to provide for the revenues and expenditures of certain funds for the Village of Montpelier:

SECTION 1. The following fund is hereby re-activated with the new fund names:

FUND NAME

FUND NUMBER

WABASH CANNONBALL TRAIL

215

SECTION 2. This resolution shall be in full force and effect from and immediately upon its adoption.

Passed: _____

Steven L. Yagelski, Mayor

Attest:

Clerk of Council

**INCOME TAX COLLECTION COMPARISONS 2024
MONTH END DECEMBER 2024**

	2019		2020		2021		2022		2023		2024	
	Monthly	Accumulated	Monthly	Accumulated	Monthly	Accumulated	Monthly	Accumulated	Monthly	Accumulated	Monthly	Accumulated
January	123016.97	123,016.97	174091.38	174,091.38	90227.09	90,227.09	279,034.42	279,034.42	221,425.54	221,425.54	231,711.18	231,711.18
February	113010.44	236,027.41	67530.19	241,621.57	179527.70	269,754.79	216,889.02	495,923.44	161,469.11	382,894.65	113,296.02	345,007.20
March	156027.26	392,054.67	226156.13	467,777.70	274348.73	544,103.52	233,881.56	729,805.00	160,574.32	543,468.97	140,088.22	485,095.42
April	319515.50	711,570.17	156537.99	624,315.69	102695.70	646,799.22	112,677.26	842,482.26	95,379.77	638,848.74	247,314.68	732,410.10
May	186391.98	897,962.15	31351.10	655,666.79	416324.64	1,063,123.86	414,805.05	1,257,287.31	380,039.09	1,018,887.83	201,617.90	934,028.00
June	97728.01	995,690.16	175145.69	830,812.48	140831.01	1,203,954.87	191,917.48	1,449,204.79	318,286.78	1,337,174.61	236,265.46	1,170,293.46
July	280371.10	1,276,061.26	220600.13	1,051,412.61	157592.99	1,361,547.86	115,091.54	1,564,296.33	74,738.09	1,411,912.70	301,020.69	1,471,314.15
August	158480.42	1,434,541.68	190978.58	1,242,391.19	298794.14	1,660,342.00	288,766.38	1,853,062.71	214,337.89	1,626,250.59	172,234.24	1,643,548.39
September	178148.11	1,612,689.79	69438.09	1,311,829.28	146398.33	1,806,740.33	200,591.39	2,053,654.10	66,500.00	1,692,750.59	92,159.36	1,735,707.75
October	117571.64	1,730,261.43	321579.58	1,633,408.86	83796.22	1,890,536.55	178,898.95	2,232,553.05	259,485.36	1,952,235.95	276,974.45	2,012,682.20
November	87851.49	1,818,112.92	155234.74	1,788,643.60	228578.34	2,119,114.89	123,576.64	2,356,129.69	169,544.67	2,121,780.62	103,076.43	2,115,758.63
December	265512.78	2,083,625.70	225620.85	2,014,264.45	124016.45	2,243,131.34	147,480.54	2,503,610.23	168,808.34	2,290,588.96	229,876.19	2,345,634.82

	2019		2020		2021		2022		2023	
	% Above or below (-)		% Above or below (-)		% Above or below (-)		% Above or below (-)		% Above or below (-)	
January		88.36%		33.10%		156.81%		-16.96%		4.65%
February		46.17%		42.79%		27.90%		-30.43%		-9.90%
March		23.73%		3.70%		-10.85%		-33.53%		-10.74%
April		2.93%		17.31%		13.24%		-13.07%		14.65%
May		4.02%		42.45%		-12.14%		-25.71%		-8.33%
June		17.54%		40.86%		-2.80%		-19.25%		-12.48%
July		15.30%		39.94%		8.06%		-5.94%		4.21%
August		14.57%		32.29%		-1.01%		-11.31%		1.06%
September		7.63%		32.31%		-3.93%		-15.48%		2.54%
October		16.32%		23.22%		6.46%		-9.85%		3.10%
November		16.37%		18.29%		-0.16%		-10.20%		-0.28%
December		12.57%		16.45%		4.57%		-6.31%		2.40%

*Covid 19 hit in March

*AG collections \$192,000



Powering Strong Communities

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202-467-2900
www.PublicPower.org

December 4, 2024

Jacon Rockey
Village Manager
Montpelier Municipal Utilities
PO Box 148
Montpelier, OH 43543

Dear Jason,

As we approach this holiday season filled with gratitude and celebration, it brings me great joy to present an American Public Power Association Mutual Aid Commendation to Montpelier Municipal Utilities. The Mutual Aid Commendation was established in 2018 to recognize public power utilities that have answered the call for assistance and aided another community in restoring power to its customers.

Mutual aid is at the heart of what public power does, and the public power community thanks you for stepping up to help a neighbor in need—whether they are next door or thousands of miles away.

Enclosed is a sample news release that you may wish to use in publicizing your commendation. If you have questions or would like assistance, please contact us at MutualAid@PublicPower.org.

On behalf of the more than 2,000 public power utilities we represent, and with warm holiday wishes, please accept my thanks.

Wishing you a happy holiday season,

A handwritten signature in black ink that reads "Scott Corwin". The signature is written in a cursive, flowing style.

Scott Corwin
President & CEO



MUTUAL AID COMMENDATION

Montpelier Municipal Utilities

In recognition of its support in electric power restoration efforts, the American Public Power Association recognizes Montpelier Municipal Utilities for providing mutual aid assistance to Lakeland Electric



Neil James
Chair, Mutual Aid Committee



Scott Corwin
President & CEO



**AMERICAN
PUBLIC
POWER
ASSOCIATION**

Powering Strong Communities