Village of Montpelier

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AGENDA NO. 22 - 2025
Agenda for Monday, November 24, 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 November 24, 2025 (Motion)
6. Approve the Minutes from October 27, 2025, Council Meeting (Motion)
7. Comments from Audience
8. Comments from Council/Committee Reports
9. Approve Federal Grant Policies and Procedures (Motion)
10. Approve Bridgewater Township 2026 Fire Contract (Motion)
11. Resolution 1437 2026 Appropriations (Third Reading and Passage)
12. Resolution 1438 Establish Fire and Police Levy Fund (Suspend and Pass)
13. Resolution 1439 LPA Agreement with ODOT for Wabash Cannonball Trail (Suspend and Pass)
14. Ordinance 2280 Enacting 0.2% Income Tax Increase for Fire and Police Levy (Suspend and Pass)
15. Ordinance 2286 Allocation of Income Taxes (Third Reading and Passage)
16. Ordinance 2287 Food Truck Regulations for the Village of Montpelier (Third Reading and Passage)
17. Ordinance 2288 Change Reciprocity (Suspend and Pass)
18. Ordinance 2289 Amending Imposition of Tax 185.012 (Suspend and Pass)
19. Ordinance 2290 Amending Imposition of Tax 181.03 (Suspend and Pass)
20. Village Manager's Report
21. Adjourn

Village of Montpelier

VILLAGE OF MONTPELIER COUNCIL MEETING

MONTPELIER, OHIO **MONDAY, NOVEMBER 10, 2025**

Call to Order

Mayor Steve Yagelski called the Montpelier Village Council's regular meeting to order at 6:00 pm on Monday, November 10, 2025.

Roll Call

A roll call was conducted, and the following Council members were present: Mr. Kevin Motter, Mrs. Heather Freese, Mr. Nathan Thomspon, Mr. Don Schlosser, Ms. Melissa Ewers, and Mr. Chris Kannel.

Prayer/Pledge

Pastor Marc LaPointe offered a prayer, followed by those in attendance reciting the Pledge of Allegiance.

Agenda 11/10/2025

Mr. Kevin Motter moved, and Mrs. Heather Freese seconded a motion to approve the amended agenda for November 10, 2025. Vote on motion: All ayes

Minutes 10/27/2025

Mr. Nathan Thompson moved, and Mrs. Heather Freese seconded a motion to approve the minutes from the October 27, 2025, meeting. Vote on motion: All ayes

Approve October 2025 Financials

Ms. Melissa Ewers moved, and Mr. Don Schossler seconded a motion to approve the October 2025 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.

Public Comments

Pastor Marc LaPointe stated that St. Paul's Lutheran Church will host the Community Thanksgiving in two weeks.

Council Comments

Mayor Steve Yagelski stated that the Olde Thyme Holiday Gathering will be held on November 22, 2025. Mr. Chris Kannel noted that the street fair will have more vendors and food trucks. The kids' skating rink will return this year. The craft show will be expanding to Venue 401 at 401 W Brown Road.

Discussion on Process and Timeline for Council Vacancy

Mayor Steve Yagelski stated council will need to appoint a council member due to a vacancy. The vacancy will occur on January 1, 2026. Mayor Steve Yagelski is asking residents interested in being on council to submit a letter to the Mayor at Town Hall from November 10, 2025, to November 26, 2025. The mayor will deliver copies of the submissions from interested candidates to the five council members. The chair will be Mr. Kevin Motter. The interview process will take place from December 1, 2025, to December 14, 2025. Council will then appoint the candidate on December 15, 2026.

Ms. Melissa Ewers asked why the process was different. Mayor Steve Yagelski stated that he has to appoint the committees.

Approve the Appointment of Angel Fritsch to the Park Board

Mayor Steve Yagelski would like to appoint Angel Fritsch to fill the empty seat on the Park Board.

Mr. Don Schlosser moved, and Mr. Chris Kannel seconded a motion to approve the appointment of Angel Fritsch to the Park Board. Vote on motion: All ayes

Brian Fritsch on ISO Class 3 Fire Rating

Chief Brian Fritsch announced that the Fire Department had been upgraded from ISO Class 4 to ISO Class 3. The rating takes effect on February 1, 2026. ISO evaluates fire department operations, water supply, emergency communications, and community risk reduction. The Class 3 places the Montpelier Fire Department among the top 10% Fire Departments in the country. For residents and businesses, it could mean lower insurance rates and greater confidence in the fire department. This will not only help the Village but also the Townships surrounding and Holiday City. Chief Brian Fritsch would like to publicly thank the water department, whose score was 36.5 out of 40, and Williams County Communications, whose score was 6.36 to 9.12 out of 10. To maintain and improve this rating, the Village must continue investing in people, training, and equipment. Chief Brian Fristch would like to thank the council for the ongoing support. The Village was previously scored at 67.5 and had to score above a 70 to earn an ISO Class 3 Rating. Where the Fire Department is lacking is in training, and that is not for lack of training. The rating is blind to whether the department is all-volunteer or staffed.

Ms. Melissa Ewers asked how often the review the rating. Chief Brian Fritsch stated that the rating is reviewed every 5 to 7 years.

Mr. Nathan Thompson asked whether any departments within a 50-mile radius have an ISO Class 3 rating. Chief Brian Fritsch stated that only other in Williams County is Bryan City, and was not sure if any others in the area are a class 3.

Mr. Chris Kannel stated that the rating will help attract businesses and lower insurance rates.

Chief Brian Fritsch would like to thank the community for passing the levy. Chief Dan McGee would also like to thank the community for passing the levy and to show the public that the choices will help the community.

Resolution 1437 – 2026 Appropriations

RESOLUTION 1437

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, 2026

Jason Rockey presented council with Resolution 1437. Resolution 1437 is the 2026 appropriations. Changes that have been made since the first reading are: $90,000.00 to the Water Treatment budget for two filter media, $2000.00 for water tower maintenance, and $20,000.00 to upgrade to VIP Cloud and the employee portal. The employee portal will help employees check time-off balances, request vacation, print W-2s and pay stubs, and access a digital copy of the employee handbook.

Resolution 1437 – Second Reading

Mr. Chris Kannel moved, and Mr. Kevin Motter seconded a motion to give Resolution 1437 a second reading. Vote on motion, all ayes

Resolution 1437 was read by title.

Ordinance 2285 – Competitive Bidding Threshold

ORDINANCE 2285

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO MAKE CONTRACTS AND PURCHASES CONSISTENT WITH THE COMPETITIVE BIDDING THRESHOLD ESTABLISHED IN OHIO REVISED CODE SECTION 9.17, INCLUDING ITS ANNUAL ADJUSTMENTS.

Jason Rockey presented council with Ordinance 2285. Ordinance 2285 addresses the amount the Village Manager can spend, and it updates Montpelier Ordinances in accordance with the Ohio Revised Code. The limit is $75,000.00, and an inflation increase is built into the Ohio Revised Code.

Ordinance 2285 – Third Reading

Mr. Melissa Ewers moved, and Mrs. Heather Freese seconded a motion to give Ordinance 2285 a third reading. Vote on motion, all ayes

Ordinance 2285 was read by title.

Ordinance 2285 – Motion to Pass

Mr. Kevin Motter moved, and Mr. Don Schlosser seconded a motion to pass Ordinance 2285. Roll call to pass: Mrs. Heather Freese, yes; Mr. Chris Kannel, yes; Mr. Kevin Motter, yes; Ms. Melissa Ewers, yes; Mr. Nathan Thomspon, yes; and Mr. Don Schlosser, yes.

Ordinance 2285 passed.

Ordinance 2286 – Allocation of Income Tax

ORDINANCE 2286

AN ORDINANCE AMENDING SECTION 181.17 AND SECTION 185.0135 OF THE MONTPELIER CODE WHICH AMENDMENT PROVIDES FOR CHANGING THE DIVISION OF THE ONE PERCENT INCOME TAX LEVIED PURSUANT TO SECTION 181.03 AND 185.012 0F THE CODE FROM 65% OPERATING EXPENSES OF THE VILLAGE AND 35% CAPITAL IMPROVEMENTS TO 60% OPERATING EXPENSES AND 40% CAPITAL IMPROVEMENTS EFFECTIVE JANUARY 1, 2026.

Jason Rockey presented council with Ordinance 2286. Ordinance 2286 changes the percentages of income tax allocated to operating expenses from 65% to 60% and to capital improvements from 35% to 40%. This will be effective January 1, 2026. This is unchanged from the first reading.

Ordinance 2286 – Second Reading

Mr. Don Schlosser moved, and Mr. Chris Kannel seconded a motion to give Ordinance 2286 a second reading. Vote on motion, all ayes

Ordinance 2286 was read by title.

Ordinance 2287 – Food Truck Regulations

ORDINANCE NO. 2287

AN ORDINANCE TO ADOPT AND ENACT SECTION 711 OF THE CODIFIED ORDINANCES OF MONTPELIER, OHIO, ADDING REGULATIONS PERTAINING TO TEMPORARY STORES, TRANSIENT DEALERS AND FOOD TRUCKS, AND RESCINDING ANY SECTION INCONSISTENT HEREWITH.

Jason Rockey presented council with Ordinance 2287. Ordinance 2287 addresses Food Truck regulations. The Economic Development Committee has discussed food truck regulations and created a new section to the Village ordinances. The businesses covered by this ordinance are mobile. The ordinance limits business areas to Founders' Park, Strorrer Park, when no school drop-off is taking place, the 24-hour parking lot, and Pony League parking. This remains unchanged from the first reading.

Ordinance 2287 – Second Reading

Mr. Chris Kannel moved, and Mrs. Heather Freese seconded a motion to give Ordinance 2287 a second reading. Vote on motion, all ayes

Ordinance 2287 was read by title.

Income Tax Report

Jason Rockey reported income tax collections at the end of October 2025 as $1,969,807.12, compared to $2,012,682.20 and $1,952,23.95 in 2024 and 2023, respectively. The previous three-year average is $2,065,823.73. This is down 4.65% from the average of the previous three years.

Manager's Report

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

- The Village surplus auction is live until Sunday, 11/16. Strong Real Estate Solutions is hosting it. A link is available on the Village website, and it was also posted to Facebook.
- Our Limited Scope Site Visit at the Water Treatment Plant was conducted on October 29. No violations were found. The EPA was also onsite at the Waste Water Treatment Plant for sampling and inspection earlier in the month, with no violations found.
- The Water/Sewer Distribution Department plans on beginning some curb valve replacements in the downtown area. There are probably 20 or so shut offs, mostly on the north side of Main Street that need to have meter pits installed. Also, when the new sidewalks were poured in 2004, several valve boxes were broken off and poured over. Others were not properly repaired and were unable to get wrenches on them. This will help get the downtown water meters out of the basements, but will not separate all of the combined services.
- The new generator was installed by our electric crew at Town Hall, and the generator company performed the initial start-up on Monday.
- A contractor was in town last week, sealing asphalt cracks on portions of Lafayette, Lawrence, Broad, and Magda. These are roads that we have identified as not needing to be replaced right

now, but are hoping crack sealing will help extend the life of the streets.

Mr. Chris Kannel asked if the asphalt program streets were named for 2026. Jason Rockey stated that Justin Houk is currently working on the roads.

Adjourn

With no further business before Council, Mr. Chris Kannel moved, and Mr. Don Schloosser seconded a motion to adjourn at 6:56 pm. Vote on motion: All ayes

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Clerk of Council Mayor Steve Yagelski

VILLAGE OF MONTPELIER
COST PRINCIPLES – SPENDING FEDERAL FUNDS

The Village is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State, and local laws, regulations, and terms and conditions of the Federal award.

Cost Principles

Except where otherwise authorized by statue, costs shall meet the following general criteria in order to be allowable under Federal awards:

A. Be necessary and reasonable for performance of the Federal award and be allocable thereto under these principles.

   A cost is reasonable if it does not exceed an amount that a prudent person would incur under the circumstances prevailing when the decision was made to incur the cost. To determine whether a cost is reasonable, consideration shall be given to the following:

   1. whether a cost is generally recognized as ordinary and necessary for the operation of the Village or the proper and efficient performance of the Federal award;

   2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal, and other laws and regulations; and terms and conditions of the Federal award;

   3. market prices for comparable costs for the geographic area; and

   4. whether the individuals concerned acted with prudence in the circumstances considering their responsiblities to the Village, it's employees, the public at large, and the Federal Government; and

   5. whether the cost represents any significant deviation from the established practices or Village policy which may increase the expense.

   While the Federal regulations do not provide specific descriptions of what satisfies the necessary element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the Village can demonstrate that the cost addresses an existing need, and can prove it.

   When determining whether a cost is necessary, consideration may be given to whether:

   1. the cost is needed for the proper and efficient performance of the grant program;

   2. the cost is identified in the approved budget or application;

   3. there is a programatic benefit associated with the cost;

4. the cost aligns with identified needs based on results and findings from a needs assessement;

5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to a Federal award if the cost is assignable to that Federal award in accordance with the realtive benefits received. This standard is met if the cost satisfies any of the following criteria:

1. Is incurred specifically for the Federal award;

2. Benefits both the Federal award and other work of the Village and can be distributed in proportions that may be approximated using reasonable methods; or

3. Is necessary to the overall operation of the Village and is assignable in part to the Federal award in accordance with these cost principles.

B. Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.

C. Be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the Village.

D. Be accorded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

E. Be determined in accordance with generally accepted accounting principles.

F. Be representative of actual cost, net of all applicable credits or offsets. Applicable credits refer to transactions that offset or reduce direct or indirect costs allocable to the Federal award. Examples of such transctions are purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accuring to or received by the Village relate to allowable costs, they must be credited to the Federal award either as a cost reduction or cash refund, as appropriate.

G. Not be included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.

H. Be adequately documented.
    1. In the case of personal services, the Village shall implement a system for Village personnel to account for time and efforts expended on grant-funded programs to ensure that only permissible personnel expenses are allocated.
    2. In the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

I. Administrative closeout costs may be incurred until the due date of the final report(s). If incurred, these costs must be liquidated prior to the due date of the final report(s) and charged to the final budget period of the award unless otherwise specified by the Federal agency. All other costs must be incured during the approved budget period. At its discretion, the Federal agency is authorized to waive prior written approvals to carry forward unobligated balances to subsequent budget periods.

Selected Items of Cost

The Village shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, the Village shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District, and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and the Village shall follow those rules as well.

Cost Compliance

The Village of Montpelier shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant.

Determining Whether a Cost is Direct or Indirect

A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

   These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchsed for use on a specific grant; and infrastructure costs directly attributable to the program.

B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

   These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

   Federal programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the Village, the elected officials of the Village, the heads of departments, compensation of the chief executive officer of any component of the Village, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity.
2. Individuals involved can be specifically identified with the project or activity.
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administraive charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is apprved ahead of time by the granting agency or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

Timely Obligation of Funds

Obligations are orders placed for property and services, contracts and sub awards made, and similar transactions during a given period that require payment by the recipient or sub-recipient during the same or a future period.

The following table illustrates when funds are determined to be obligated under the Federal regulations:
If the obligation is for:

A. Acquisition of property – on the date which the Village makes a binding written commitment to acquire the property.
B. Personal services by an employee of the Village – when the services are performed.
C. Personal services by a contractor who is not an employee of the Village – on the date which the Village makes a binding written commitment to obtain the services.
D. Public utility services – when the Village receives the services.
E. Travel – when the travel is taken.
F. Rental of property – when the Village uses the property.
G. A pre-agreement cost that was properly approved by the granting agency under the cost principles in 2 C.F.R. Part 200, Subpart E – Cost Principles – on the first day of the project period.

Period of Performance

All obligations must occur on or between the beginning and ending dates of the grant project. This period of time is known as the period of performance. The period of performance is dictated by statue and will be indicated in the Grant Award Notification (“GAN”). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, obligations under a grant may not be made until the grant funding period begins or all necessary materials are submitted to the granting agency, whichever is later. In the case of a direct grant, obligations may begin when the grant is, unless an agreement exists with granting agency or the pass-through entity to reimburse for pre-approval expenses.

For both State-administered and direct grants, regardless of the period of availability, the Village shall liquidate all obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consequently, the Village shall closely monitor grant spending throughout the grant cycle.

2 CFR 200.403-406, 200.413(a)-(c), 200.430(a), 200.431(a), 200.458, 200.474(b)

VILLAGE OF MONTPELIER
PROCUREMENT POLICY

Any Purchases that utilize federal funds shall be made in compliance with the Code of Federal Regulations (CFR) Title 2 Parts 200.318 to 200.327 and this purchasing policy.

<u>**General Procurement Standards (2 CFR 200.318)**</u>

a) Procurements by the Village of Montpelier when utilizing federal funds shall conform to applicable Federal law and the standards identified in this policy.

b) The Village of Montpelier shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchases.

c) Conflicts of interest:
   1) No employee, officer, or agent of the Village of Montpelier with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by a Federal award.

   2) Such a conflict of interest would arise when the employee, officer, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Village of Montpelier may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Any Employee determined to be in violation of this section, could be subject to discipline action up to and including termination. Any Elected Official determined to be in violation of this section, could be subject to prosecution and/or recall of their position.

d) The Village of Montpelier will consider consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

e) The Village of Montpelier shall utilize state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

f) The Village of Montpelier, to the extent possible, shall utilize federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

g) The Village of Montpelier, to the extent possible, shall utilize use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

h) The Village of Montpelier, to the extent possible, shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214 Suspension and debarment.

i) The Village of Montpelier, to the extent possible, shall maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

j) The Village of Montpelier, to the extent possible, shall utilize a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contracts are defined as a contract whose cost to the Village of Montpelier is the sum of:

   1) The actual cost of materials; and

   2) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

k) The Village of Montpelier, in accordance with good administrative practice and sound business judgment, shall be responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims.

Mandatory Disclosures & Whistleblower Protections (2 CFR 200.113; 200.217)

The Village of Montpelier shall promptly disclose any credible evidence of violations of Federal criminal law involving fraud, conflict of interest, bribery, gratuity violations, theft in office, or misuse or misappropriation of public money to the Federal agency, the Office of Inspector General, the pass-through entity (if applicable), and the Auditor of State. Such disclosure shall be made in writing.

The Village of Montpelier shall not discharge, demote, or otherwise discriminate against an employee for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a Federal contract or grant and will notify employees in writing of these rights and protections.

Competition (2 CFR Part 200.319)

a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

   1) Placing unreasonable requirements on firms for them to qualify to do business;

   2) Requiring unnecessary experience and excessive bonding;

   3) Noncompetitive pricing practices between firms or between affiliated companies;

   4) Noncompetitive contracts to consultants that are on retainer contracts;

5) Organizational conflicts of interest;
6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7) Any arbitrary action in the procurement process.

b) The Village of Montpelier ensures that all solicitations:

   1) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service to be procured. The description may include a statement of the qualitative nature of the property, equipment or service to be procured and, when necessary, must provide minimum essential characteristics and standards to which it must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

   2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

c) The Village of Montpelier shall ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open competition. The Village of Montpelier shall consider objective factors that evaluate price and cost to maximize competition when establishing or amending prequalified lists and will not preclude potential bidders from qualifying during the solicitation period.

<u>Methods of Procurement to be followed (2 CFR Part 200.320)</u>

The Village of Montpelier shall use one of the following three methods of procurement when purchasing items with federal funds.

a) **Informal procurement methods for small purchases** – These methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold. Informal procurement methods include:

   1) **Micro-purchases** – Procurement by micro-purchases is the acquisition of supplies or services of which the aggregate amount of the procurement transaction does not exceed the micro-purchase threshold of $10,000. To the extent practicable, the Village of Montpelier shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the price is considered reasonable by the Village of Montpelier and documents to support the conclusion are maintained.

   2) **Simplified acquisitions** – Procurement by simplified acquisitions is the acquisition of supplies or services of which the aggregate amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold

of $250,000. The Village of Montpelier will obtain an adequate number of price or rate quotations from qualified sources before awarding a simplified acquisition.

b) **Formal procurement methods** – These methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of $250,000. Formal procurement methods are competitive, require public notice and include:

1) **Sealed bids** – Sealed bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation for bids and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

For sealed bidding to be feasible, the following conditions should be present:

i. A complete, adequate, and realistic specification or purchase description is available;

ii. Two or more responsible bidders are willing and able to compete effectively for the business; and

iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

If sealed bids are used, the following requirements apply:

iv. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids and the invitation for bids must be publicly advertised.

v. The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond.

vi. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly.

vii. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

viii. The Village of Montpelier must document and provide a justification for all bids rejected.

2) **Proposals** – Proposals are used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed price or cost reimbursement contract and are awarded in accordance with the following requirements:

i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified sources. Any response to publicized requests for proposals must be considered to the maximum extent practicable.

ii. The Village of Montpelier must have a written method for conducting technical evaluations and making selections.

iii. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the Village, with price and other factors considered; and

iv. The Village may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror’s qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure A/E professional services. It may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

c) **Noncompetitive procurement** – The noncompetitive procurement method may only be used if one of the following circumstances applies:

1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold;

2) The procurement transaction can only be fulfilled by a single source;

3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

4) The Village requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

5) After soliciting several sources, competition is determined inadequate.

Contracting with small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (2 CFR Part 200.321)

a) The Village of Montpelier shall take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

b) Affirmative steps must include:

1) These business types are included on solicitation lists;

2) These business types are solicited whenever they are deemed eligible as potential sources;

3) Dividing procurement transactions into separate procurements to permit maximum participation by these businesses;

4) Establishing delivery schedules that encourage participation by these business types;

5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6) Requiring a contractor to apply this section to subcontracts.

Contract cost and price (2 CFR Part 200.324)

a) The Village of Montpelier shall perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Village of Montpelier shall make independent estimates before receiving bids or proposals.

b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the Village of Montpelier.

c) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Federal agency or pass-through entity review (2 CFR Part 200.325)

a) The Village of Montpelier shall make available, upon request of the Federal agency or pass-through entity, technical specifications of proposed procurements where the Federal agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document.

b) When requested, the Village of Montpelier shall provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;

2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;

3) The procurement, which is expected to exceed the simplified acquisition threshold and specifies a "brand name" product;

4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

5) A proposed contract modification changes the scope of a contract or increases the

contract amount by more than the simplified acquisition threshold.

c) The Village of Montpelier is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.

    1) The Village of Montpelier may request that its procurement system be reviewed by the Federal agency or pass-through entity to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly;

    2) The Village of Montpelier may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from The Village of Montpelier that it is complying with these standards. The Village of Montpelier must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

Bonding requirements (2 CFR Part 200.326)

The Federal agency or pass-through entity may accept the Village of Montpelier's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

b) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

c) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for under a contract.

Contract provisions (2 CFR Part 200.327)

All Village of Montpelier contracts utilizing federal funds must contain the applicable provisions described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Appendix II to Part 200 – Contract Provisions for Village of Montpelier Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the Village of Montpelier under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the Village of Montpelier including how it will be affected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by the Village of Montpelier must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Village of Montpelier must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Village of Montpelier shall report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Village of Montpelier must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the Village of Montpelier in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under

40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement" under 37 CFR §401.2 (a) and the Village of Montpelier wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Village of Montpelier must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non--Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from each tier up to the non-Federal award.

J. See §200.323 - Procurement of recovered materials.

K. See §200.216 – Prohibition on certain telecommunications and video surveillance equipment or services.

L. See §200.322 – Domestic preferences for procurements.

VILLAGE OF MONTPELIER
TIME AND EFFORT REPORTING

Time and Effort Reporting

As a recipient of Federal funds, the Village shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Section 200.430 of the Code of Federal Regulations requires certification of effort to document salary expenses charged directly or indirectly against Federally-sponsored projects. This process is intended to verify that compensation for employment services, including salaries and wages, is allocable and properly expended, and that any variances from the budget are reconciled.

Compensation for employment services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, which are addressed in 2 CFR 200.431 Compensation – fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of these regulations, and that the total compensation for individual employees:

1. Is reasonable for the services rendered, conforms to the Village's established written policy, and is consistently applied to both Federal and non-Federal activities; and

2. Follows an appointment made in accordance with the Village's written policies and meets the requirements of Federal statute, where applicable.

Time and Effort Reports

Charges to Federal awards for salaries and benefits must be based on records that accurately reflect the work performed. These records must:

A. Be supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;

B. Be incorporated into the official records of the Village;

C. Reasonably reflect the total activity for which the employee is compensated by the Village, not exceeding 100% of the compensated activities;

D. Encompass both Federally assisted and other activities compensated by the Village on an integrated basis;

E. Comply with the Village's established accounting policies and practices;

F. Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two (2) or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.

The Village will also follow any time and effort requirements imposed by the pass-through entity to the extent that they are more restrictive than the Federal requirements. Each department is responsible for the distribution, collection, and retention of all employee effort reports.

Reconciliations

Budget estimates alone are not to be used as support for charges to Federal awards. However, the Village may use budget estimates for interim accounting purposes so long as:

A. The system used by the Village to establish budget estimates produces reasonable approximations of the activity actually performed;

B. Any significant changes in the corresponding work activity are identified by the Village and entered into the Village's records in a timely manner;

C. The Village's internal controls include a process to review after-the-fact interim charges made to a Federal award based on budget estimate and ensure that all necessary adjustments are made so that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

2 CFR 200.430, 200.431

VILLAGE OF MONTPELIER
EQUIPMENT

Equipment Use

1. Equipment must be used by the Village in the program or project for which it was acquired for as long as needed, whether or not the project or program continues to be supported by the Federal award. The Village must not encumber the equipment without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency.

2. During the time equipment is used on the project or program for which it was acquired, the Village must also make equipment available for use on other projects or programs supported by the Federal Government, provided that such use will not interfere with the purpose for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible, provided such use will not interfere with the purpose for which it was originally acquired. User fees should be considered if appropriate.

3. Notwithstanding the encouragement in 2 CFR 200.307 to earn program income, the Village must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

4. When acquiring replacement equipment, the Village may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement property.

Management Requirements

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal Award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of equipment must be investigated. The Village must notify the Federal awarding agency of any loss, damage, or theft of equipment that will have an impact on the program.

4. Adequate maintenance procedures must be developed to keep the property in good condition.

5. If the Village is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program, or for other activities currently or previously supported by a Federal agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the Village must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

1. Equipment with a current fair market value of $10,000 or less (per unit) may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

2. Except as provided in 2 CFR 200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of $10,000 (per unit) may be retained by the Village or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the percentage of the Federal agency’s contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, the Federal awarding agency may permit the Village to deduct and retain, from the Federal share, $1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

3. The Village may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the Village must be entitled to compensation for its attributable percentage of the current fair market value of the property.

4. In cases where the Village fails to take appropriate disposition actions, the Federal awarding agency may direct the Village to take disposition actions.

2 CFR 200.313

VILLAGE OF MONTPELIER
INTERNAL CONTROLS

Internal Controls establish and maintain effective control over the Federal award that provides reasonable assurance that the Village is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The internal controls must provide reasonable assurance that transactions are properly recorded and accounted for in order to permit the preparation of reliable financial statements and Federal reports; maintain accountability over assets; and demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The internal controls must also provide reasonable assurance that these transactions are executed in compliance with Federal statutes, regulations and the terms and conditions of the Federal award that could have a direct and material effect on a Federal award, as well as any other Federal statutes and regulations that are identified in the Compliance Supplement. Finally, the Village’s internal controls must provide reasonable assurance that all Federal funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

The Village of Montpelier shall:

1. Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the federal award.

2. Evaluate and monitor its compliance with the U.S. Constitution, statutes, regulations, and the terms and conditions of the award.

3. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

4. Take reasonable cybersecurity and other measures to safeguard protected information inculding protected “personally identifiable information” and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the Village considers sensitive and is consistent with applicable Federal, State, local and tribal laws regarding privacy and responsibility over confidentiality.

2 CFR 200.1, 200.303

VILLAGE OF MONTPELIER
CASH MANAGEMENT OF GRANTS

In order to provide reasonable assurance that all assets, including Federal, State, and local funds are safeguarded against waste, loss, unauthorized use, or misappropriation, the Village shall implement internal controls in the area of cash management.

The Village's payment methods shall minimize the time elapsing between the transfer of funds from the United States Treasury, the State of Ohio or other pass-through entity and disbursement by the Village, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.

The Village shall use forms and procedures required by the grantor agency or pass-through entity to request payment. The Village shall request grant fund payments in accordance with the provisions of the grant. Additionally, the Village's financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

The Village is authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as deemed appropriate when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

When the Village uses a cash advance payment method, the following standards shall apply:

A. The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.

B. The Village shall make timely payment to contractors in accordance with contract provisions.

C. To the extent available, the Village shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

D. The Village shall account for the receipt, obligation and expenditure of funds.

E. Advance payments will be deposited and maintained in insured accounts whenever possible.

F. Advance payments will be maintained in interest bearing accounts unless the following apply:
   1. The Village receives less than $120,000 in Federal awards per year;
   2. The best reasonable available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances;
   3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources;

4. A foreign government or banking system prohibits or precludes interest bearing accounts.

G. Pursuant to Federal law and regulations, the Village may retain interest earned in an amount up to $500 per year for administrative costs. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (“PMS”) through an electronic medium using either Automated Clearing House (“ACH”) network or a Fedwire Funds Service payment. Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another Federal agency payment system.

2 CFR 200.305

FIRE CONTRACT – 2026
(ORC 9.60)

BRIDGEWATER TOWNSHIP

This Agreement made and entered into this 19 day of November, 2025, by and between the VILLAGE OF MONTPELIER, OHIO, hereinafter called the "VILLAGE", and the BRIDGEWATER 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, 2026 to December 31, 2026.

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 Bridgewater, Williams County, Ohio, commencing at a point where the centerline of County Road 13 intersects with the Bridgewater and Superior Township Boundary, thence running north along the centerline of County Road 13 to the centerline of SR 20, thence running west along the centerline of SR 20 to the Bridgewater and Northwest Township Boundary, thence running south along the Bridgewater and Northwest Township Boundary to the Bridgewater and Superior Township Boundary, thence running east along the Bridgewater and Superior Township Boundary to the point of origin, **excepting the RIVER'S EDGE CAMPGROUND AND RESORT which will be covered by another Department at Bridgewater Township's request.**

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, 2026 through December 31, 2026 the Township Trustees agree to pay to the Village for above services and the use of said fire equipment and manpower, the sum of nine thousand seven hundred and ninety-eight dollars ($9,798) which entitles the Township to five (5) runs, plus one thousand nine hundred and sixty dollars ($1,960) for each additional run (said amount having been calculated by using a five (5) year average (2020–2024) of percentage of runs times expenses), for a total of nine thousand seven hundred and ninety-eight dollars ($9,798).

The runs for 2026 fees were calculated less the cancelled runs to the area of the Turnpike which are, two (2) for 2020, one (1) for 2021, one (1) for 2022, one (1) for 2023, and one (1) for 2024. 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. 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."

Payment of this fee shall be made to the Director of Finance of the Village of Montpelier on a quarterly basis as billed by said Director of Finance. All other payments shall be due upon receipt.

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 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 BRIDGEWATER TOWNSHIP

____
Trustee

____
Trustee

Brandon Hinkle
Trustee

VILLAGE OF MONTPELIER

____
Village Manager

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 19 day of November, 2025

____
Township Clerk

RESOLUTION 1437

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, 2026

SECTION 1: BE IT RESOLVED by the Council of the Village of Montpelier, State of Ohio, that, to provide for the current expenses and other expenditures of the said Village of Montpelier during the fiscal year ending December 31, 2026, the following sums be and they are hereby set aside and appropriated as follows.

SECTION 2: That the appropriations to the General Fund be as follows:

PROGRAM I - SECURITY OF PERSONS AND PROPERTY

POLICE LAW ENFORCEMENT			
210 PERSONAL SERVICES	1,043,504.00		
270 TRANSFERS	111,393.00		
ALL OTHER APPROPRIATIONS	219,790.00		
TOTAL POLICE LAW ENF		1,374,687.00	
FIRE FIGHTING, PREVENTION & INSPECTION			
210 PERSONAL SERVICES	96,528.00		
270 TRANSFERS	0.00		
ALL OTHER APPROPRIATIONS	111,350.00		
TOTAL FIRE FIGHTING		207,878.00	
TOTAL PROGRAM I-SEC. OF PERS & PROP			**1,582,565.00**

PROGRAM II - PUBLIC HEALTH & WELFARE

ALL OTHER APPROPRIATIONS	20,410.00		
TOT PROGRAM II - PUB HEALTH & WELFARE			**20,410.00**

PROGRAM VI - TRANSPORTATION

STREET MAINTENANCE AND REPAIR			
210 PERSONAL SERVICE	357,192.00		
270 TRANSFERS	2,930.00		
ALL OTHER APPROPRIATIONS	119,050.00		
TOTAL ST. MAINT. AND REPAIR		479,172.00	
STREET CLEANING, SNOW & ICE REMOVAL			
ALL OTHER APPROPRIATIONS	30,000.00		
TOTAL ST. CLEAN, SNOW REM		30,000.00	
TOTAL PROGRAM VI-TRANSPORTATION			**509,172.00**

PROGRAM VII-GENERAL GOVERNMENT

ADMINISTRATIVE OFFICES			
210 PERSONAL SERVICES	181,430.00		
270 TRANSFERS	0.00		
ALL OTHER APPROPRIATIONS	168,300.00		
TOTAL ADMINISTRATIVE		349,730.00	

FINANCE OFFICE

210 PERSONAL SERVICES	62,236.00			
270 TRANSFERS	0.00			
ALL OTHER APPROPRIATIONS	334,550.00			
TOTAL FINANCE OFFICE		396,786.00		

LEGISLATIVE OFFICE

210 PERSONAL SERVICES	54,639.00			
270 TRANSFERS	0.00			
ALL OTHER APPROPRIATIONS	21,150.00			
TOTAL LEGISLATIVE OFFICE		75,789.00		

TOTAL PROGRAM VII-GENERAL GOVERNMENT **822,305.00**

GRAND TOTAL GENERAL FUND ***2,934,452.00***

SECTION 3: That the SPECIAL REVENUE FUNDS be appropriated as follows:

PROGRAM VI - TRANSPORTATION

STREET FUND

210 PERSONAL SERVICE	290,122.00	
270 TRANSFERS	0.00	
ALL OTHER APPROPRIATIONS	0.00	
TOTAL STREET FUND		290,122.00

STATE HIGHWAY FUND

210 PERSONAL SERVICE	12,500.00	
ALL OTHER APPROPRIATIONS	0.00	
TOTAL STATE HIGHWAY FUND		12,500.00

PERMISSIVE TAX FUND

ALL OTHER APPROPRIATIONS	0.00	
TOTAL PERMISSIVE TAX		0.00

STATE MOTOR VEHICLE LICENSE TAX

ALL OTHER APPROPRIATIONS	26,800.00	
TOTAL PERMISSIVE TAX		26,800.00

TOTAL PROGRAM VI-TRANSPORTATION **329,422.00**

PROGRAM III-LEISURE TIME ACTIVITIES

RECREATION FUND

PARK

210 PERSONAL SERVICE	259,680.00	
270 TRANSFERS	0.00	
ALL OTHER APPROPRIATIONS	237,950.00	
TOTAL PARK FUND		497,630.00

POOL

210 PERSONAL SERVICE	63,004.00	
ALL OTHER APPROPRIATIONS	53,150.00	
TOTAL POOL FUND		116,154.00

TOTAL PROGRAM III - RECREATION			**613,784.00**

PROGRAM I - SECURITY OF PERSONS AND PROPERTY

POLICE PENSION FUND

210 PERSONAL SERVICES	120,120.00		
ALL OTHER APPROPRIATIONS	350.00		
TOTAL POLICE PENSION		120,470.00	

DRUG EDUCATION FUND

ALL OTHER APPROPRIATIONS	500.00		
TOTAL DRUG EDUCATION		500.00	

ALCOHOL EDUCATION FUND

ALL OTHER APPROPRIATIONS	150.00		
TOTAL ALCOHOL EDUCATION		150.00	

FIRE & POLICE FUND

POLICE DEPARTMENT			
210 PERSONAL SERVICE	0.00		
ALL OTHER APPROPRIATIONS	0.00		
TOTAL POLICE DEPT		0.00	
FIRE DEPARTMENT			
ALL OTHER APPROPRIATIONS	0.00		
TOTAL FIRE DEPT		0.00	
TOTAL PROGRAM I-SEC OF PERSONS & PROP			**121,120.00**

GRAND TOTAL SPECIAL REVENUE FUNDS ***1,064,326.00***

SECTION 4: That the CAPITAL IMPROVEMENT FUNDS be appropriated as follows:

TAX CAPITAL IMPROVEMENT FUND

PROGRAM I-SEC OF PERSONS & PROP

POLICE DEPARTMENT			
ALL OTHER APPROPRIATIONS	105,000.00		
TOTAL TAX CAPITAL-POLICE		105,000.00	
FIRE DEPARTMENT			
ALL OTHER APPROPRIATIONS	155,700.00		
TOTAL TAX CAPITAL-FIRE		155,700.00	
TOTAL PROGRAM I-SEC OF PERSONS & PROP			**260,700.00**

PROGRAM III-LEISURE TIME ACTIVITIES

PARK DEPARTMENT			
ALL OTHER APPROPRIATIONS	10,000.00		
TOTAL TAX CAPITAL-PARK		10,000.00	

TOTAL PROGRAM III-LEISURE TIME ACTIVITIES			**10,000.00**
PROGRAM VI-TRANSPORTATION			
STREET			
ALL OTHER APPROPRIATIONS	367,000.00		
ADVANCES OUT	0.00		
TOTAL STREET		367,000.00	
TOTAL PROGRAM VI-TRANSPORTATION			**367,000.00**
PROGRAM VII-GENERAL GOVERNMENT			
GENERAL GOVERNMENT			
ALL OTHER APPROPRIATIONS	62,700.00		
TOTAL GENERAL GOVERNMENT		62,700.00	
TOTAL PROGRAM VII-GENERAL GOVERNMENT			**62,700.00**
TOTAL TAX CAPITAL IMPROVEMENT FUND			**700,400.00**

SEWER CAPITAL IMPROVEMENT FUND

PROGRAM V-BASIC SERVICES			
ALL OTHER APPROPRIATIONS	216,787.00		
TOTAL SEWER CAPITAL IMPROVEMENT FUND			**216,787.00**

GRAND TOTAL CAPITAL IMPROVEMENT FUNDS ***917,187.00***

SECTION 5: That the ENTERPRISE FUNDS be as follows:

WATER FUND

ADMINISTRATIVE OFFICES		
210 PERSONAL SERVICES	75,614.00	
270 TRANSFERS	0.00	
ALL OTHER APPROPRIATIONS	5,300.00	
TOTAL ADMINISTRATIVE		80,914.00
FINANCE OFFICE		
210 PERSONAL SERVICES	38,820.00	
270 TRANSFERS	0.00	
ALL OTHER APPROPRIATIONS	68,085.00	
TOTAL FINANCE OFFICE		106,905.00
DISTRIBUTION		
210 PERSONAL SERVICES	295,252.00	
270 TRANSFERS	0.00	
ALL OTHER APPROPRIATIONS	3,537,265.00	
TOTAL DISTRIBUTION		3,832,517.00
TREATMENT		
210 PERSONAL SERVICES	199,070.00	
270 TRANSFERS	0.00	
ALL OTHER APPROPRIATIONS	948,269.00	

ADVANCES OUT	0.00		
TOTAL TREATMENT		1,147,339.00	
GENERAL SERVICES			
210 PERSONAL SERVICES	17,826.00		
270 TRANSFERS	0.00		
ALL OTHER APPROPRIATIONS	6,475.00		
TOTAL GENERAL SERVICES		24,301.00	
TOTAL WATER FUND			**5,191,976.00**

LIGHT FUND

ADMINISTRATIVE OFFICES			
210 PERSONAL SERVICES	89,465.00		
270 TRANSFERS	0.00		
ALL OTHER APPROPRIATIONS	31,600.00		
TOTAL ADMINISTRATIVE		121,065.00	
FINANCE OFFICE			
210 PERSONAL SERVICES	200,772.00		
270 TRANSFERS	0.00		
ALL OTHER APPROPRIATIONS	184,450.00		
TOTAL FINANCE OFFICE		385,222.00	
DISTRIBUTION			
210 PERSONAL SERVICES	700,210.00		
270 TRANSFERS	0.00		
ALL OTHER APPROPRIATIONS	1,654,900.00		
TOTAL DISTRIBUTION		2,355,110.00	
GENERAL SERVICES			
210 PERSONAL SERVICES	18,355.00		
270 TRANSFERS	0.00		
ALL OTHER APPROPRIATIONS	6,500.00		
TOTAL GENERAL SERVICES		24,855.00	
POWER SUPPLY			
ALL OTHER APPROPRIATIONS	6,225,087.00		
TOTAL POWER SUPPLY		6,225,087.00	
TOTAL LIGHT FUND			**9,111,339.00**

SEWER FUND

ADMINISTRATIVE OFFICES			
210 PERSONAL SERVICES	12,461.00		
270 TRANSFERS	0.00		
ALL OTHER APPROPRIATIONS	3,350.00		
TOTAL ADMINISTRATIVE		15,811.00	
FINANCE OFFICE			
210 PERSONAL SERVICES	27,821.00		
270 TRANSFERS	0.00		
ALL OTHER APPROPRIATIONS	60,650.00		
TOTAL FINANCE OFFICE		88,471.00	
DISTRIBUTION			

210 PERSONAL SERVICES	197,569.00			
270 TRANSFERS	0.00			
ALL OTHER APPROPRIATIONS	138,450.00			
TOTAL DISTRIBUTION		336,019.00		
TREATMENT				
210 PERSONAL SERVICES	297,627.00			
270 TRANSFERS	0.00			
ALL OTHER APPROPRIATIONS	583,550.00			
TOTAL TREATMENT		881,177.00		
GENERAL SERVICES				
210 PERSONAL SERVICES	11,244.00			
270 TRANSFERS	0.00			
ALL OTHER APPROPRIATIONS	6,475.00			
TOTAL GENERAL SERVICES		17,719.00		
TOTAL SEWER FUND			**1,339,197.00**	
STORM SEWER FUND				
ADMINISTRATIVE OFFICES				
210 PERSONAL SERVICES	0.00			
270 TRANSFERS	0.00			
ALL OTHER APPROPRIATIONS	0.00			
TOTAL ADMINISTRATIVE		0.00		
DISTRIBUTION				
ALL OTHER APPROPRIATIONS	50,000.00			
TOTAL STORM SEWER FUND		50,000.00		
TOTAL STORM SEWER FUND			**50,000.00**	
UTILITY DEPOSIT FUND				
ALL OTHER APPROPRIATIONS	45,000.00			
TOTAL UTILITY DEPOSIT FUND		45,000.00		
GRAND TOTAL ENTERPRISE FUNDS				**15,737,512.00**

SECTION 6: That the FIDUCIARY FUNDS be as follows:

INCOME TAX CLEARING FUND			
ALL OTHER APPROPRIATIONS	30,000.00		
TOTAL INCOME TAX CLEARING FUND		30,000.00	
GRAND TOTAL FIDUCIARY FUNDS			**30,000.00**
TOTAL 2026 APPROPRIATIONS			***20,683,477.00***

SECTION 7: And the Director of Finance is hereby authorized to draw warrants on the Village Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefor, approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries

or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the Village, and for purposes other than those covered by other specific appropriations herein made.

Section 8: This Resolution shall take effect at the earliest period allowed by law.

Passed: ____________________________

____
Mayor

Attest: ____________________________
Clerk of Council

CERTIFICATE

Section 57075.39, RC.---"No appropriation measure shall become effective until the County Auditor files with the appropriating authority...a certificate that the total appropriations from each fund, taken together will all other outstanding appropriations, do not exceed such official estimate, the County Auditor shall give such certificate forthwith upon receiving from the appropriating authority a certified copy of the appropriation measure..."

The State of Ohio, County of Williams, ss.

I, Molly Collert, Clerk of the Village of Montpelier, in said County, and in whose custody the Files, Journals, and Records are required by the Laws of the State of Ohio be kept, do hereby certify that the foregoing Annual Appropriation Ordinance is taken and copied from the original Ordinance now on file with said Village, that the foregoing Ordinance has been compared by me with the said original and that the same is a true and correct copy thereof.

Witness my signature, this ________ day of __________________, 2025

____
Clerk of the
Village of Montpelier

VILLAGE OF MONTPELIER

CERTIFICATE OF ESTIMATED REVENUE

AS of 1/1/2026

Fund Classification/Name	est Cash Balance Dec. 31, 2025	Reserve for Enc.	Carryover Balance Avail.- Appropriation	Taxes	Tot. amt. from all Sources Avail - Expen	Tot amt Avail plus Balances	Appropriated 1437	Total Appropriated	Remaining Balance	Appropriated 2025	Difference between 2025-2026
Governmental Fund Types											
General Fund-001	5,434,454	0	5,434,454	178,649	2,118,308	7,731,411	2,934,452	2,934,452	4,796,959	2,778,705	155,747
Special Revenue Funds											
Street	409,518	0	409,518		247,700	657,218	290,122	290,122	367,096	267,073	23,049
State Highway	69,175	0	69,175		19,100	88,275	12,500	12,500	75,775	12,500	0
Park	867,095	0	867,095		471,000	1,338,095	613,784	613,784	724,311	551,598	62,186
Permissive	0	0	0		0	0	0	0	0	0	0
State Motor Vehicle Lic Tax	78,929	0	78,929		11,800	90,729	26,800	26,800	63,929	14,000	12,800
Alcohol Education & Enforc	2,022	0	2,022		100	2,122	150	150	1,972	150	0
Iron Horse River Trail	0	0	0		0	0	0	0	0	0	0
Police Pension	33,921	0	33,921	18,481	107,000	159,402	120,470	120,470	38,932	116,114	4,356
Drug Education & Enforc	13,695	0	13,695		400	14,095	500	500	13,595	1,550	(1,050)
Law Enforcement Trust	0	0	0		0	0		0	0	0	0
WWIP - Grant	0	0	0		0	0	0	0	0	0	0
Fire & Police Tax Fund	0	0	0		286,000	286,000	0	0	286,000	0	0
Coronavirus ARPA 2021 Fund	0	0	0		0	0	0	0	0	0	0
Compensated Absence Fund	122,833		122,833		14,592	137,425	0	0	137,425	0	0
Total Special Revenue	1,597,188	0	1,597,188	18,481	1,157,692	2,773,361	1,064,326	1,064,326	1,709,035	962,985	101,341
Capital Projects Funds											
Tax Capital Improvement	809,625	0	809,625		598,796	1,408,421	700,400	700,400	708,021	610,300	90,100
Sewer Capital Improvement	1,894,174		1,894,174		430,300	2,324,474	216,787	216,787	2,107,687	216,787	0
Total Capital Projects Funds	2,703,799	0	2,703,799		1,029,096	3,732,895	917,187	917,187	2,815,708	827,087	90,100
TOT GOVERNMENTAL FUNDS	9,735,441	0	9,735,441	197,130	4,305,096	14,237,667	4,915,965	4,915,965	9,321,702	4,568,777	347,188
Proprietary Fund Types											
Enterprise Funds											
Water	1,732,444	0	1,732,444		4,778,850	6,511,294	5,191,976	5,191,976	1,319,318	1,492,925	3,699,051
Light	5,360,713	0	5,360,713		7,103,050	12,463,763	9,111,339	9,111,339	3,352,424	8,103,781	1,007,558
Sewer	1,446,513	0	1,446,513		1,207,400	2,653,913	1,339,197	1,339,197	1,314,716	1,279,034	60,163
Storm Sewer	750,497	0	750,497		94,000	844,497	50,000	50,000	794,497	103,735	(53,735)
Utility Deposit	134,722		134,722		25,000	159,722	45,000	45,000	114,722	45,000	0
Total Enterprise Funds	9,424,889	0	9,424,889	0	13,208,300	22,633,189	15,737,512	15,737,512	6,895,677	11,024,475	4,713,037
TOTAL PROPRIETARY FUNDS	9,424,889	0	9,424,889	0	13,208,300	22,633,189	15,737,512	15,737,512	6,895,677	11,024,475	4,713,037
FIDUCIARY FUNDS											
Income Tax control	0	0	0	0	30,000	30,000	30,000	30,000	0	25,000	5,000
Total Fiduciary Funds	0	0	0	0	30,000	30,000	30,000	30,000	0	25,000	5,000
TOTAL ALL FUNDS	19,160,330	0	19,160,330	197,130	17,543,396	36,900,856	20,683,477	20,683,477	16,217,379	15,618,252	5,065,225

70,490,590

17,740,526

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, 2026

Nicole M Uribes, Director of Finance

RESOLUTION 1438

A RESOLUTION PROVIDING FOR THE ESTABLISHMENT OF A SPECIAL REVENUE FUND CONSISTENT WITH THE REQUIREMENTS OF ORC 5705.09 (D)

WHEREAS, the residents of the Village of Montpelier, Ohio voted for the passage of an increase in the income tax of two tenths of one percent (0.20%) to provide funds for Fire and Police services; and

WHEREAS, the Village of Montpelier, Ohio is requesting to establish a new fund titled "Fire and Police Tax Fund";

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 the Fire and Police Tax for the Village of Montpelier:

SECTION 1. The following fund is hereby established:

FUND NAME	**FUND NUMBER**
FIRE AND POLICE TAX FUND	**214**

SECTION 2. This Resolution shall be in full force and effect immediately upon passage.

PASSED:

____________________________ _______________________________

Date Mayor

Attest:

____

Clerk of Council

RESOLUTION 1439

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION PERTAINING TO GRANT FUNDING FOR THE WABASH CANNONBALL TRAIL

WHEREAS, The Village of Montpelier has been approved to receive grant funds for the Wabash Cannonball Trail Project; and

WHEREAS, the attached LPA Federal Local-Let Project Agreement sets forth the requirements for the use of federal funds for the project and establishes the responsibilities for local administration of the project; and

WHEREAS, The Council for the Village of Montpelier, Ohio has determined it is in the best interests of the Village of Montpelier, Ohio and its residents to enter into an agreement with the Ohio Department of Transportation as part of the grant funding process for the Wabash Cannonball Trail Project;

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 attached LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation. All prior actions of the Village Manager in negotiating and/or approving such agreement are hereby ratified and approved. The Village Manager, Mayor, Director of Finance, and Law Director, are further authorized to execute such other documents as may be required in order to complete the transaction contemplated by agreement.

SECTION 2. This Resolution shall be effective immediately upon passage.

Passed: ____________________________ ________________________________

Mayor

Attest:

____

Village Clerk of Council

Agreement Number: 43319

PID Number: 124284

County-Route-Section: WIL Wabash Cannonball Montpelier

SAM Unique Entity ID: C2BAY2JNVR37

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and **the Village of Montpelier, 211 North Jonesville Street, Montpelier, Ohio 43543** (LPA).

1. PURPOSE

1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.

1.2 Section 5501.03 (D) of the **Ohio Revised Code** (ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.

1.3 The **project to improve the Wabash Cannonball Trail (Ohio Bike Route 90) in Williams County from CR 13 to CR 17** (PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.

1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

2. LEGAL REFERENCES AND COMPLIANCE

2.1 This Agreement is authorized and/or governed by the following statutes and/or policies, which are incorporated, by reference, in their entirety:

A. FEDERAL

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 23 CFR 1.33 – Conflicts of Interest
- 23 CFR Part 172 – Procurement, Management and "Administration of Engineering and Design Related Service"
- 23 CFR 630.106 – Authorization to Proceed
- 23 CFR 636.116 – What Organizational Conflict of Interest Requirements Apply to Design-Build Projects?
- 23 CFR Part 645 –Utilities
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs
- 23 USC § 112 – Letting of Contracts

- 40 USC §§ 1101-1104 – "Selection of Architects and Engineers"
- Federal Funding Accountability and Transparency Act (FFATA)

B. STATE

- ORC 102.03
- ORC 153.65 -153.71
- ORC 5501.03(D)
- ORC 2921.42 and 2921.43
- Ohio Administrative Code 4733-35-05

C. ODOT

- ODOT's Manual for Administration of Contracts for Professional Services
- ODOT's Specifications for Consulting Services – 2016 Edition
- ODOT's Consultant Prequalification Requirements and Procedures
- ODOT's Construction and Material Specifications Manual
- ODOT's Construction Administration Manual of Procedures
- ODOT's Local-let Manual of Procedures

2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2.3 The LPA shall have on file a completed and approved Local-let Participation Requirement Review Form (FORM) before the first required submission of the Project's Stage Plan Set. Failure to comply will result in the delay of the Federal Authorization for Construction, until the FORM has been completed and approved. Failure to submit a completed FORM will result in the PROJECT reverting to ODOT-let and the LPA will be prohibited from participating in the Local-let Program until the Form is completed and approved by ODOT.

3. <u>FUNDING</u>

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be $5,546,850.

ODOT shall provide to the LPA 80 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4B37 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of $3,584,000 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s), and

ODOT shall provide to the LPA 20 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4HJ7 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of $896,000 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). This maximum amount reflects the funding limit for the PROJECT set by the applicable SAC Program Manager.

The total maximum amount of federal funding for the PROJECT is $4,480,000.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 The LPA is administering the Federally funded Construction Contract/Construction Inspection phase(s)/subphase(s) of the project and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.

4. PROJECT DEVELOPMENT AND DESIGN

4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The recognized set of written design standards may be either the LPA's formally written local design standards that have been **reviewed and accepted** by ODOT **or** ODOT's Design Manuals and the appropriate AASHTO publication. Notwithstanding the foregoing, for projects that contain a high crash rate or areas of crash concentrations, ODOT may require the LPA to use a design based on ODOT's L&D Manual. The LPA shall be responsible for ensuring that any standards used for the PROJECT are current and/or updated. The LPA shall be responsible for informing the District LPA Manager of any changes.

4.4 The LPA shall designate a Project Design Engineer, who is a registered professional engineer to serve as the LPA's principal representative for attending to project responsibilities. If the Project Design Engineer is not an employee of the LPA, the LPA must engage the services of a pre-qualified ODOT consultant, who has been chosen using a Qualification-Based Selection (QBS) process, as required pursuant to ORC 153.65 through 153.71. The pre-qualified list is available on the ODOT website at: www.dot.state.oh.us/DIVISIONS/Engineering/CONSULTANT .

4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act (NEPA) and related regulations, including but not limited to the requirements of the National Historic Preservation Act, and for securing all necessary permits.

5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-Qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at ODOT's Office of Contracts. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

5.3 ODOT shall be responsible for the review of all environmental documents and reports and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.

5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements during the construction of the PROJECT.

5.5 The LPA shall require its consultant(s), selected to prepare a final environmental document pursuant to the requirements of NEPA, to execute a copy of a disclosure statement specifying that the consultant(s) has no financial or other interest in the outcome of the PROJECT.

5.6 The LPA shall submit a Notice of Intent to the Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one (1) acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-let LPA projects, they may use an alternative post-construction Best Management Practice(BMP)criterion with Ohio EPA approval.

6. <u>RIGHT-OF-WAY(R/W)/ UTILITIES/ RAILROAD COORDINATION</u>

6.1 All R/W Acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (Uniform Act), any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT.

6.2 If existing and newly acquired R/W is required for this PROJECT, the LPA shall certify that all R/W has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. Per ODOT's Office of Real Estate, any LPA staff who perform real estate functions shall be prequalified. If the LPA does not have the qualified staff to perform any or all of the respective R/W functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.

6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and procedures.

6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and any rules, policies, and procedures issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions, nor shall the LPA hire a sub-consultant for Relocation and another sub-consultant for Relocation Review. Relocation Review shall be performed by an independent staff person or independent fee reviewer and shall be hired directly by the LPA.

6.5 The LPA shall provide the ODOT District Office with its LPA Certification of Right of Way Control Letter, certifying that all R/W property rights necessary for the PROJECT are under the LPA's control, that all R/W has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with project construction activities. ODOT shall make use of the LPA's Certification of Right of Way Control Letter, as well as evaluate the LPA's and/or consultant's performance of the project real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a Utility Relocation Agreement with each utility prior to the letting of construction.

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval. Consistent with Sections 6.1 and 6.4 of this Agreement, the LPA shall assure that, if any property acquired for this PROJECT is subsequently sold for less than fair market value, all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 6.1 and 6.4 of this Agreement, the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.

6.8 Unless by prior written agreement, the LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the ORC regarding all activities relating to Railroad-Highway projects.

6.9 No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the “Authorization to Advertise” notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

7. ADVERTISING, SALE, AND AWARD

7.1 The LPA **shall not** advertise for bids prior to the receipt of the “Authorization to Advertise” notification from ODOT. Should advertising or work commence prior to the receipt of the “Authorization to Advertise” notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT’s Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The period between the first legal advertising date and the bid opening date shall be a minimum of 21 calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period that changes estimates or materials. ODOT shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and letting the contracts.

7.4 The LPA must incorporate ODOT’s LPA Bid Template in its entirety in project bid documents. The template includes Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts as well as appropriate subcontracts and purchase orders.

7.5 The LPA shall require the contractor to be enrolled in, and maintain good standing in, the Ohio Bureau of Workers’ Compensation Drug-Free Safety Program (DFSP), or a similar program approved by the Bureau of Workers' Compensation, and the LPA must require the same of any of its subcontractors.

7.6 Only ODOT pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in effect/current **at the time of award**. For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement, unless otherwise directed by the LPA in the bidding documents. In accordance with FHWA Form 1273, Section VII and 23 CFR 635.116, the prime contractor must perform no less than 30%of the total original contract price. The 30%-prime contractor requirement does not apply to design-build contracts.

7.7 In accordance with ORC 153.54, et. seq., the LPA shall require that the selected contractor provide a performance and payment bond in an amount equal to at least 100% of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond. If the LPA has 100%locally funded work product within this Agreement, the LPA must allocate the correct percent of the performance and payment bond cost to the 100% locally funded work product.

7.8 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is not subject to a finding for recovery under ORC 9.24, that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at https://ohioauditor.gov/findings.html . If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.9 Before awarding a contract to the selected contractor, the LPA shall verify that the contractor is an active registrant on the Federal System for Award Management (SAM). Pursuant to 48 CFR 9.404, contractors that have an active exclusion on SAM are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all Federal funding commitments.

7.10 Per ORC 9.75(B), the LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.

7.11 After analyzing all bids for completeness, accuracy, and responsiveness, per ORC 153.12, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA within 60 days after bid opening. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.

8. <u>CONSTRUCTION CONTRACT ADMINISTRATION</u>

8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections, and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

8.2 The LPA must maintain a project daily diary that is up-to-date and contains the following information: all work performed, list of equipment utilized, project personnel and hours worked, pay quantities, daily weather conditions, special notes and instructions to the contractor, and any unusual events occurring on or adjacent to the PROJECT. Additionally, the LPA is responsible for documenting measurements, calculations, material quality, quantity, and basis for payment; change orders, claims, testing and results, traffic, inspections, plan changes, prevailing wage, EEO and DBE, if applicable. The LPA is responsible for ensuring all materials incorporated into the PROJECT comply with ODOT's Construction and Material Specifications and meet the requirements of Appendix J in the LATP Manual of Procedures.

8.3 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.

8.4 The Federal-aid Highway Program operates on a reimbursement basis, which requires that costs actually be incurred and paid before a request is made for reimbursement. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. If the LPA is requesting reimbursement, it must provide documentation of payment for the project costs requested. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.

8.5 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost-sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations, and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio (STATE). ODOT shall pay the Contractor or reimburse the LPA within 30 days of receipt of the approved Contractor's invoice from the LPA.

8.6 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of the mechanic's lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of ORC Chapter 1311 may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the mechanic's lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the mechanic's lien is resolved.

8.7 Payment or reimbursement to the LPA shall be submitted to:

Jason Rockey, Village Manager
Village of Montpelier
211 North Jonesville Street
Montpelier, Ohio 43543

8.8 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all Federal funding commitments.

8.9 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and, if necessary, unilaterally modify any other term of this Agreement in order to preserve its Federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

8.10 Any LPA right, claim, interest, and/or right of action, whether contingent or vested, arising out of, or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the Claim(s)), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in/to the Claim(s) and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim(s). The LPA further authorizes ODOT to sue, compromise, or settle any such Claim(s). It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim(s) including requests for information and/or documents and/or to testify.

8.11 After completion of the PROJECT, and in accordance with 23 USC 116 and applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies, and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any federally funded programs.

8.12 The LPA must provide the final invoices, and final report (Appendix P located in the Construction Chapter of the LPA Manual) along with all necessary closeout documentation within six (6) months of the physical completion date of the PROJECT. All costs must be submitted within six (6) months of the established completion date. Failure to submit final invoices along with the necessary closeout documentation within the six (6)-month period may result in closeout of the PROJECT and loss of eligibility of any remaining Federal and or State funds.

8.13 The LPA shall be responsible for verifying that a C92 GoFormz has been completed by the prime contractor for each subcontractor and material supplier working on the PROJECT, prior to starting work. This requirement will be routinely monitored by the District Construction Monitor to ensure compliance.

8.14 The LPA shall be responsible for monitoring all DBE Subcontractors on the project to ensure they are performing a Commercially Useful Function (CUF) as directed in the LATP Manual of Procedures.

8.15 The LPA shall be responsible for monitoring payments made by prime contractors and Subcontractors to ensure compliance with the Prompt Payment requirements outlined in Construction and Materials Specifications (C&MS) 107.21.

9. <u>CERTIFICATION AND RECAPTURE OF FUNDS</u>

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the STATE for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC 126.07.

If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it has received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the PROJECT, any funds recovered from the performance and payment bond as required under section 7.7 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability as that term is defined in the American with Disabilities Act, military status (past, present, or future), or genetic information. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 The LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identity and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

10.3 The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement and in the fulfillment of DBE-related requirements set forth by ODOT. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. ODOT's DBE Program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation ("U.S. DOT"), is incorporated by reference in this agreement. The fulfillment of DBE-related requirements by the LPA is a legal obligation and failure to do so shall be treated as a violation of this Agreement.

10.4 During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

(a) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally assisted programs of the U.S. DOT, 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State, and/or local laws, rules and/or regulations (hereinafter referred to as “ADA/504”).

(b) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.

(c) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status or limited English proficiency.

(d) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(e) **Sanctions for Noncompliance:** In the event of the LPA’s noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the LPA under the contract until the LPA complies, and/or
(2) cancellation, termination, or suspension of the contract, in whole or in part.

(f) **Incorporation of Provisions:** The LPA will include the provisions of paragraphs 10.4 (a) through (e) above in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The LPA will take such action with respect to any contractor or subcontractor procurement as the STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the LPA becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the LPA may request the STATE to enter into such litigation to protect the interests of the STATE, and, in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by its consultant(s) and/or contractor(s) performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultant(s) and/or contractor(s) shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties, and in providing them to the PROJECT, shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultant(s) and/or contractor(s) to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant(s) and/or contractor(s) has provided for such use by suitable legal agreement with the owner of such copyright, patent, or similar protection. Consultant(s) and/or contractor(s) making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such neglect or failure are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or STATE or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with 30 days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred and ODOT determines that the default can be remedied, the LPA shall have 30 days from the date of such notification to remedy the default or, if the remedy will take in excess of 30 days to complete, the LPA shall have 30 days from the date of notification to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the 30 days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

12.5 This Agreement and the obligation of the parties herein may be terminated by either party with 30 days written notice to the other party. Upon receipt of any notice of termination, the LPA shall immediately cease all work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.

12.6 In the event of termination by either party for convenience, the LPA shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the LPA shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the LPA shall be returned to ODOT.

13. <u>THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS</u>

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in ORC 126.30.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA’s obligations made or agreed to herein.

14. <u>NOTICE</u>

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA: If to ODOT:

Jason Rockey, Village Manager	Matt Sommerfeld, P.E., LPA Manager
Village of Montpelier	ODOT District 2
211 North Jonesville Street	317 East Poe Road
Montpelier, Ohio 43543	Bowling Green, Ohio 43402
JRockey@montpelieroh.org	Matthew.Sommerfeld@dot.ohio.gov

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs*:

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: [*LPA official must initial the option selected.*]

☐ **1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.**
(A) The LPA ***does not*** currently maintain an ODOT approved Federally compliant time-tracking system[1], ***and***
(B) The LPA ***does not*** intend to have a Federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, ***and/or***
(C) The LPA ***does not*** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

☐ **2. Direct labor plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.** [2]
(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, ***and***
(B) The LPA ***does not*** currently have, and ***does not*** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐ **3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 15% De Minimis Indirect Cost Rate.** [3]
(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, ***and***
(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

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1 A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2 [Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 15 %of modified total direct costs (MTDC) per 2 CFR 200.414. The definition of MTDC is provided in the regulation at 2 CFR 200.68. Regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 15% de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 15% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of Local Programs . A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

3 [Also be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is

4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. [4]

(A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved Federally compliant time-tracking system, ***and***

(B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, ***and***

(C) Instead of using the Federal 15% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.12 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.

15.3 *Financial Reporting and Audit Requirements*: One or more phases of this Agreement include a sub award of Federal funds to the LPA. Accordingly, the LPA must comply with the financial reporting and audit requirements of 2 CFR Part 200.

All non-Federal entities, including ODOT's LPA sub-recipients, that have aggregate Federal awards expenditures from all sources of $750,000 or more in the non-Federal entity's fiscal year must have a Single Audit, or program-specific audit, conducted for that year in accordance with the provisions of 2 CFR Part 200.

Federal and State funds expended to or on behalf of a subrecipient must be recorded in the accounting records of the LPA subrecipient. The LPA is responsible for tracking all project payments throughout the life of the PROJECT in order to ensure an accurate Schedule of Expenditures of Federal Awards (SEFA) is prepared annually for all *Applicable Federal Funds*. *Applicable Federal Funds* are those that are identified with the various project phases of this Agreement as a subaward. *Applicable Federal Funds* include not only those LPA project expenditures that ODOT subsequently reimburses with Federal funds, but also those Federal funds project expenditures that are disbursed directly by ODOT upon the request of the LPA.

The LPA must separately identify each ODOT PID and/or Project and the corresponding expenditures on its SEFA. LPAs are responsible for ensuring expenditures related to this PROJECT are reported when the activity related to the Federal award occurs. Further, the LPA

applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

4 [Also be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rates.

may make this determination consistent with 2 CFR 200.502 and its established accounting method to determine expenditures including accrual, modified accrual or cash basis.

When project expenditures are not accurately reported on the SEFA, the LPA may be required to make corrections to and republish the SEFA to ensure Federal funds are accurately reported in the correct fiscal year. An ODOT request for the restatement of a previously published SEFA will be coordinated with the Ohio Auditor of State.

15.4 *Record Retention*: The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its records and financial statements as necessary relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three (3) years after FHWA approves the LPA's final Federal voucher for reimbursement of project expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

> As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this Agreement.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.5 *Ethics and Conflict of Interest Laws*: LPA agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio and Federal Ethics and Conflict of Interest laws as provided by ORC Sections 102.03, 102.04, 2921.42 and 2921.43 and 23 CFR 1.33.

15.6 *State Property Drug-Free Workplace Compliance*: In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.7 *Trade:* Pursuant to the federal Export Administration Act and ORC 9.76(B), the LPA and any contractor(s) or sub-contractor(s) shall warrant that they are not boycotting any jurisdiction with whom the United States and the STATE can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The STATE does not acquire supplies or services that cannot be imported lawfully into the United States. The LPA certifies that it, its contractor(s), subcontractor(s), and any agent of the contractor(s) or its subcontractor(s), acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at https://www.treasury.gov/resource- center/sanctions/Programs/Pages/Programs.aspx. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

15.8 *Lobbying*: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, PL 104-65 (2 U.S.C. §1601, et seq.). LPA agrees that it will not use any funds for Lobbying, 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Each tier shall comply with Federal statutory provisions or the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence congress to a State legislature on legislation or appropriations, except through proper official channels. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier, up to the recipient.

15.9 *Debarment.* LPA represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or 125.25 or by the Federal Government pursuant to 2 CFR Part 1200 and 2 CFR Part 180.

15.10 *Governing Law*: This Agreement and any claims arising out of this Agreement shall be governed by the laws of the STATE. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement, or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.11 *Assignment*: Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.12 *Merger and Modification*: This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.13 *Severability*: If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.14 *Signatures*: Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf.

15.15 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Village of Montpelier	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:	By:
Title:	Pamela Boratyn Director
Date:	Date:

RESOLUTION NO. 1422

A RESOLUTION DECLARING THE NECESSITY OF AN ELECTION ON THE QUESTION OF APPROVING THE PASSAGE OF AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE VILLAGE OF MONTPELIER IN ORDER TO PROVIDE FOR AN INCREASE OF TWO TENTHS OF ONE PERCENT (0.20%) IN THE EXISTING INCOME TAX LEVIED BY THE VILLAGE OF MONTPELIER, EFFECTIVE JANUARY 1, 2026 AND CONTINUING UNTIL DECEMBER 31, 2035, WITH SAID INCREASE LEVIED TO PROVIDE FUNDS FOR ACQUISITION, EQUIPPING, REPAIR AND MAINTENANCE OF FIRE APPARATUS AND EQUIPMENT AND TO FUND POLICE PERSONNEL, EQUIPMENT AND VEHICLES, AND DECLARING AN EMERGENCY

WHEREAS, because funds available for the operation and delivery of Fire and Police services are not sufficient to provide for the long-term operations and service delivery needs of the Village Fire and Police Departments, this Council has determined that it is in the best interest of the Village to submit to the electors of the Village at the November 4, 2025 election the question of providing an increase of two tenths of one percent (0.20%) per annum income tax to be levied by the Village on salaries, wages, commissions and other compensation and on net profits, with the increase levied to provide funds for operation and delivery of Fire and Police services, commencing January 1, 2026, and continuing until December 31, 2035;

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

Section 1. That this Council hereby authorizes and directs the submission to the electors of the Village of Montpelier, Ohio, at an election to be held at the usual places of voting in the Village on Tuesday, November 4, 2025, between the hours of 6:30 a.m. and 7:30 p.m. of that day, of the question of approving the passage of an ordinance, set forth in full in Section 2 hereof, amending provisions of Chapter 181 of the codified ordinances of the Village of Montpelier to provide for an increase of two tenths of one percent (0.20%) per annum in the existing income tax levied by the Village of Montpelier on salaries, wages, commissions and other compensation and on net profits, to be effective from January 1, 2026 and continuing for a period of time ending on December 31, 2035, with said increase levied to provide funds for the operation and delivery of the acquisition, equipping, repair and maintenance of fire apparatus and equipment and to fund police personnel, equipment and vehicles, and resulting in a total municipal income tax rate of one and eight-tenths percent (1.80%).

Section 2. That the proposed ordinance to be submitted to the electors of the Village for their approval hereunder shall be as follows:

ORDINANCE NO. 2280

AN ORDINANCE AMENDING PROVISIONS OF CHAPTER 181 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF MONTPELIER, OHIO TO PROVIDE FOR AN INCREASE OF TWO TENTHS OF ONE PERCENT (0.20%) TO THE EXISTING INCOME TAX LEVIED BY THE VILLAGE OF MONTPELIER ON SALARIES, WAGES, COMMISSIONS AND OTHER COMPENSATION AND ON NET PROFITS, EFFECTIVE JANUARY 1, 2026 AND CONTINUING UNTIL DECEMBER 31, 2035, WITH SAID INCREASE LEVIED TO PROVIDE FUNDS ACQUISITION, EQUIPPING, REPAIR AND MAINTENANCE OF FIRE APPARATUS AND EQUIPMENT AND TO

FUND POLICE PERSONNEL, EQUIPMENT AND VEHICLES FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

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

Section 1. That a new Section 181.038 of the Codified Ordinances of the Village of Montpelier is hereby enacted, and Section 181.04 be amended and restated in its entirety, as follows:

181.038 FIRE AND POLICE TAX

(a) To provide funds for the acquisition, equipping, repair and maintenance of fire apparatus and equipment and to fund police personnel, equipment and vehicles, there is levied, in addition to any other income tax imposed, a tax on income at the rate 0.20% per annum for a period of time beginning January 1, 2026 and ending on December 31, 2035, upon the following:

(1) On all qualifying wages, commissions, other compensation and other income earned or received by resident individuals of the Municipality. For further clarification, "income" includes, but is not limited to, lottery, gambling, and sports winnings, and games of chance, and no deductions shall be permitted against these sources of income. However, if the taxpayer is considered a professional gambler for federal income tax purposes, related deductions as permitted by the Internal Revenue Code shall be allowed against gambling and sports winnings.

(2) On all qualifying wages, commissions, other compensation and other income earned or received by nonresident individuals of the Municipality, for work done or services performed or rendered in the Municipality.

(3) On the net profits attributable to the Municipality, earned or received by all resident unincorporated businesses, professions and other entities derived from sales made, work done or services rendered or performed and business or other activities conducted in the Municipality.

(4) On the portion of the distributive share of the net profits earned or received by a resident individual, partner, or owner of a resident unincorporated business entity attributable to the Municipality and not levied against such unincorporated business entity.

(5) On the net profits attributable to the Municipality earned or received by all nonresident unincorporated businesses, professions or other activities, derived from sales made, work done or services performed or rendered and business or other activities conducted in the Municipality.

(6) On the portion of the distributive share of the net profits earned or received by a resident individual, partner, or owner of a nonresident unincorporated business entity not attributable to the Municipality and not levied against such unincorporated business entity.

(7) On the net profits earned or received by all corporations derived from sales made, work done or services performed or rendered and business or other activities conducted in the Municipality.

(8) The portion of the net profits attributable to the Municipality of a taxpayer conducting a business, profession or other activity both within and without the boundaries of the Municipality shall be determined as provided in Ohio R.C. 718.

(b) The tax set forth in subsection (a) hereof shall be levied, collected and paid with respect to qualifying wages, commissions, other compensation and other income earned or received on and after January 1, 2026, and with respect to the net profit of business, professions and other activities earned on and after January 1, 2026. Provided, however, that where the fiscal year of the business, profession or other activity differs from the calendar year, the tax shall be applied to that part of the net profit for the fiscal year as shall be earned on or after January 1, 2026, to the close of the taxpayer's fiscal year; thereafter, the taxpayer shall report on its fiscal year basis.

(c) The funds collected under the provisions of this section shall be deposited in the Police and Fire Fund and said funds shall be disbursed in the following manner:

(1) All of the gross available income tax receipts received annually which are attributable to the additional income tax levied pursuant to subsection (a) hereof shall be set aside and used for the acquisition, equipping, repair and maintenance of fire apparatus and equipment and to fund police personnel, equipment and vehicles of the Municipality, including, but not limited to, the payment of any architectural, engineering, legal or other professional services related to the acquisition,

equipping, repair and maintenance of fire apparatus and equipment and to fund police personnel, equipment and vehicles.

(2) All expenses and costs of collecting the income taxes and the costs of administering and enforcing the provisions thereof shall be charged to the General Fund.

181.04 EFFECTIVE PERIOD

The one and six-tenths percent (1.6%) income tax imposed by this chapter. as well as any other income tax described as "continuing" shall continue effective insofar as the levy of taxes is concerned until terminated or otherwise amended by Council, or the statutory authority for said income tax terminated by act of the Ohio State Legislature or by amendment to the Ohio Constitution. Any income tax with a definite termination date shall continue until the stated end to the term of taxation has passed. Said Chapter shall be deemed to continue in full force and effect regardless of the manner or mode of the termination until any and all actions or proceedings for collecting any tax levied hereunder or enforcing any penalty or other provisions of said Chapter are concerned, and until any and all suits or prosecutions for the collection of said taxes or punishment of violators of this Chapter have been fully terminated.

Section 2. Effective January 1, 2026, Sections 185 of the Codified Ordinances, in the form in which they have heretofore existed by enactment, amendment and confirmation, are hereby amended; provided, however, that no provision of this Ordinance, including the amendment and restatement of those Sections in that form, shall in any way affect any rights and obligations of the Village, any taxpayer, or any other person, official or entity, with respect to the one and six-tenths percent (1.60%) village income tax levied prior to January 1, 2026 for the purpose described in Section 181.03 and authorized and provided for by and in Chapter 181 of the Codified Ordinances.

Section 3. Should any section, clause or provision of this Ordinance be declared by a Court to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

____________________________ ____________________________

Passed Steve Yagelski, Mayor

Attest: ____________________________

Clerk of Council

Section 3. That it is the desire of this Council that the ballots presented to the electors of the Village of Montpelier shall be in substantially the following form:

A MAJORITY AFFIRMATIVE VOTE IS NECESSARY FOR PASSAGE.

Shall the proposed ordinance (Ordinance No. 2280) providing for an increase of two tenths of one percent (0.20%) per annum to the exiting income tax levied by the Village of Montpelier commencing January 1, 2026 and continuing until December 31, 2035, with said increase levied to provide funds for the operation and delivery of the acquisition, equipping, repair and maintenance of fire apparatus and equipment and to fund police personnel, equipment and vehicles, and resulting in a total municipal income tax rate of one and eight-tenths percent (1.80%) beginning January 1, 2026, be passed?

285	FOR THE INCOME TAX
217	AGAINST THE INCOME TAX

Section 5. That the Clerk of this Council is hereby directed to file a copy of this resolution with the Williams County Board of Elections not later than August 6, 2025.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of the Village and for the further reason that this resolution must be effective at once in order to place this issue on the ballot at the November 4, 2025 election and thereby submit to village electors a proposal to authorize the generation of funds needed for the of acquisition, equipping, repair and maintenance of fire apparatus and equipment and to fund police personnel, equipment and vehicles, and resulting in a total municipal income tax rate of one and eight-tenths percent (1.80%) of the Village that are urgently needed to safeguard the health, property, safety and welfare of residents of the Village by ensuring that funding will be available to support operations in the Fire and Police Departments. This resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

4/14/2025
Passed

Sheila A Frost
Mayor Pro Tem

Attest: Molly Collett
Clerk of Council

ORDINANCE 2286

AN ORDINANCE AMENDING SECTION 181.17 AND SECTION 185.0135 OF THE MONTPELIER CODE WHICH AMENDMENT PROVIDES FOR CHANGING THE DIVISION OF THE ONE PERCENT INCOME TAX LEVIED PURSUANT TO SECTION 181.03 AND 185.012 0F THE CODE FROM 65% OPERATING EXPENSES OF THE VILLAGE AND 35% CAPITAL IMPROVEMENTS TO 60% OPERATING EXPENSES AND 40% CAPITAL IMPROVEMENTS EFFECTIVE JANUARY 1, 2026.

BE IT ORDAINED by Council of the Village of Montpelier, Williams County, Ohio, that effective January 1, 2026:

SECTION 1: Section 181.17, Allocation of Funds, Subsections (a) and (b) are hereby amended to read as follows:

(a) General Fund. Not more than sixty percent (60%) of the gross income tax receipts received annually which are attributable to the one percent (1%) income tax levied pursuant to section 181.03 hereof may be used to defray operating expenses of the Municipality.

(b) Tax Capital Improvement Fund. At least forty percent (40%) of the gross available income tax receipts received annually which are attributable to the one percent (1%) income tax levied pursuant to section 181.03 hereof, shall be set aside and used for capital improvements for the village, including, but not limited to, development and construction of storm sewers and street improvements; for public buildings and furbishing thereof; for necessary equipment for police, fire, street, water, sewer and traffic and safety departments; and for construction and maintenance of water and sewer systems.

SECTION 2: Section 185.0135, Allocation of one percent income tax, Subsections (a) and (b) are hereby amended to read as follows:

(a) General Fund. Not more than sixty percent (60%) of the gross income tax receipts received annually which are attributable to the one percent (1%) income tax levied pursuant to Section 185.012 hereof may be used to defray operating expenses of the Municipality.

(b) Tax Capital Improvement Fund. At least forty percent (40%) of the gross available income tax receipts received annually which are attributable to the one percent (1%) income tax levied pursuant to section 185.012 hereof, shall be set aside and used for capital improvements for the village, including, but not limited to, development and construction of storm sewers and street improvements; for public buildings and furbishing thereof; for necessary equipment for police, fire, street, water, sewer and traffic and safety departments; and for construction and maintenance of water and sewer systems.

SECTION 3: This distribution shall commence beginning January 1, 2026.

SECTION 4: This Ordinance shall take effect and be in force immediately upon passage.

Passed: ______________________________ ______________________________
Mayor

Attest:

____
Clerk of Council

ORDINANCE NO. 2287

AN ORDINANCE TO ADOPT AND ENACT SECTION 711 OF THE CODIFIED ORDINANCES OF MONTPELIER, OHIO, ADDING REGULATIONS PERTAINING TO TEMPORARY STORES, TRANSIENT DEALERS AND FOOD TRUCKS, AND RESCINDING ANY SECTION INCONSISTENT HEREWITH.

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

<u>**SECTION 1**</u>: That **Section 711 TRANSIENT/TEMPORARY STORES, TRANSIENT DEALERS AND FOOD TRUCKS** is enacted and added to the Business Regulation Code of the Codified Ordinances of Montpelier, Ohio.

<u>**SECTION 2**</u>: That Section 711.01 of the Montpelier Codified Ordinances shall read as follows:

711.01 DEFINITIONS.

As used in this chapter:

(a) "Temporary store" or "transient business" means a store, room, office building, lot, railroad car or other place opened and maintained for the solicitation of goods or services, or the sale to the public of goods, wares or merchandise where the transient dealer, that is, the seller or owner of the goods, wares or merchandise operates the place of business for a period of less than 120 business days.

(b) "Transient dealer" means a person who opens and maintains a temporary store or transient business; any such store and/or place which shall be opened, operated and maintained in the Village shall, prima facie, be presumed to be a temporary store or transient business, within the meaning of this chapter, but the presumption may be overcome by evidence satisfactorily to the Village Manager that the place of business is not a temporary store or transient business, and that the person is not a transient dealer as herein defined, in which case the Village Manager shall not be required to issue a license.

(c) "Person" means any individual, association, partnership or corporation or the operator for or the agent of such person as herein defined, who sells to the public at wholesale or retail through or by means of a temporary store or transient business any goods, wares or merchandise except as herein provided.

(d) "Food Truck" shall include any motor vehicle, pushcart or other mobile unit used for selling food, goods, merchandise, services or wares.

<u>**SECTION 3**</u>: That Section 711.02 of the Montpelier Codified Ordinances shall read as follows:

711.02 LICENSE REQUIRED.

(a) No person shall engage in operating a temporary store, transient business or food truck within the Village without first obtaining a valid license from the Village Manager.

(b) A Transient Business, Temporary Store or Food Truck License shall not issue unless the applicant has secured appropriate approvals from the Williams County Health Department, Valid Operator's License and obtained a Vendor's License, if required. All licenses shall be prominently displayed during operation.

(c) Applicant(s) must submit an application no less than 30 days prior to intended operation date.

(d) Applicant(s) must pass a background check as approved by the Village Manager.

(e) Applicant(s) shall pay the required fee as determined in Section 711.05 upon submission of the application.

SECTION 4: That Section 711.03 of the Montpelier Codified Ordinances shall read as follows:

711.03 LOCATION/EXCLUSIONS TO APPLICATION PROCESS.

No transient/temporary store, transient dealership or food truck license shall be granted to operate on Village owned property; property located in the Village Right of Way or Street, except parking areas around Founder’s Park, the E. Madison St. 24-hour lot, parking areas around Storrer Park and the Pony League field parking lot near S. Platt St. and Brown Rd. unless considered a Special Event sponsored by the Village or Montpelier Area Chamber of Commerce. (i.e., Bean Days, Olde Tyme Holiday Gathering, Cruise-ins, etc.)

SECTION 5: That Section 711.04 to the Montpelier Codified Ordinances shall read as follows:

711.04 EXCEPTIONS.

This chapter shall not apply to persons selling by sample only, nor to any agricultural articles or products offered or exposed for sale by the producer, nor to sales pursuant to the order of any court of competent jurisdiction, nor to any person owning or operating a branch store or stores within the Village, provided such persons or the principal of such person has been engaged in the same kind of business in the Village for a period of more than 120 business days prior to the date of the opening of the branch store or stores.

SECTION 6: That Section 711.05 to the Montpelier Codified Ordinances shall read as follows:

711.05 FEE; REFUND.

The Village Manager may issue a license to a transient dealer or to any person, to open a temporary store, or food truck or transient business as a transient dealer in an approved location, as designated by Ordinance, within the Village, upon the payment of an annual license fee in the sum of Fifty Dollars ($50.00) for commercial permits or an annual Twenty-five Dollars ($25.00) for charitable organizations, which shall be due at the time of application. The fee may be waived for special events as determined by the Village Manager. The fee shall be refunded to the person if the store or place of business is found not to be a temporary store or transient business.

SECTION 7: That Section 711.06 of the Montpelier Codified Ordinances shall read as follows:

711.06 GENERAL REQUIREMENTS.

(a) All Food Trucks or Transient Businesses must keep the surrounding area immediately adjacent to the business clean and must dispose of all waste generated from the operation. Food Truck Operators/Employees shall not dispose of waste in Village Waste Receptacles.

(b) No business shall discharge wastewater, sewage, or grease into the stormwater or sewage drainage system.

(c) No business shall utilize loudspeakers or other noise-making devices in such a way as to create a nuisance, or in violation of Village Ordinances.

(d) Food Trucks shall occupy no more than two parking spaces when granted access to Village lots.

(e) Hours of operation for any food truck, transient business or temporary store, shall not exceed 7am to 2am.

SECTION 8: That Section 711.99 of the Montpelier Codified Ordinances shall read as follows:

711.99 PENALTY.

Whoever violates any provision of this chapter shall be fined not more than one hundred dollars ($100.00) per day and each day that any person maintains and operates the temporary store transient business, transient dealership or food truck, without having obtained the license as herein provided, shall be construed as a separate offense,

SECTION 9: That any and all existing Ordinances and Resolutions that are inconsistent herewith are hereby repealed.

Passed:______________________ ______________________________
Mayor

Attest:

____
Village Clerk of Council

ORDINANCE 2288

AN ORDINANCE AMENDING SECTION 185.081 OF THE MONTPELIER CODE, WHICH AMENDMENT PROVIDES FOR CHANGING THE RECIPROCITY PROVISION FOR TAX PAID TO OTHER MUNICIPALITIES EFFECTIVE JANUARY 1, 2026.

BE IT ORDAINED by Council of the Village of Montpelier, Williams County, Ohio, that effective January 1, 2026:

SECTION 1: Section 185.081, Reciprocity Provision; Credit for Tax Paid to Other Municipalities; Other Credits, Subsection (A) is hereby amended to read as follows:

(A) If a resident of the Village of Montpelier is subject to and has paid a municipal income tax due to the operation of a business or the receipt of compensation in another taxing municipality in Ohio, such taxpayer shall be allowed a credit against the Village of Montpelier tax due for the taxes accrued and paid to the other municipality. Provided, however, such credit shall not exceed the amount of the Village of Montpelier tax levied on such compensation or from the profits of a business, nor shall such credit or allowance be permitted for a school district tax.

SECTION 2: This amendment shall commence beginning January 1, 2026.

Passed: ______________________________ ______________________________

Mayor

Attest:

____

Clerk of Council

ORDINANCE 2289

AN ORDINANCE AMENDING SECTION 185.012 OF THE MONTPELIER CODE, WHICH AMENDMENT PROVIDES FOR CHANGING THE ANNUAL TAX RATE IMPOSED UPON MUNICIPAL TAXABLE INCOME EFFECTIVE JANUARY 1, 2026.

BE IT ORDAINED by Council of the Village of Montpelier, Williams County, Ohio, that effective January 1, 2026:

SECTION 1: Section 185.012, Imposition of Tax; Purposes of Tax; Rate, Subsections (a) and (b) are hereby amended to read as follows:

(a) To provide funds for the purpose of general municipal operations, maintenance of equipment, new equipment, extension, enlargement, and improvement of municipal services and facilities, and capital improvements of the Municipality, an annual tax shall be imposed on and after January 1, 2026, at the rate of one and eight-tenths percent (1.8%) per annum upon Municipal Taxable Income.

(b) This is a continuation of the tax rate in effect as of January 1, 2026 under Section 181.03 of the Codified Ordinances of Montpelier, Ohio.

SECTION 2: This amendment shall commence beginning January 1, 2026.

SECTION 3: This Ordinance shall take effect and be in force immediately upon passage.

Passed: ______________________________ ______________________________

Mayor

Attest:

____

Clerk of Council

ORDINANCE 2290

AN ORDINANCE AMENDING SECTION 181.03 OF THE MONTPELIER CODE, WHICH AMENDMENT PROVIDES FOR CHANGING THE ANNUAL TAX RATE IMPOSED UPON MUNICIPAL TAXABLE INCOME EFFECTIVE JANUARY 1, 2026.

BE IT ORDAINED by Council of the Village of Montpelier, Williams County, Ohio, that effective January 1, 2026:

SECTION 1: Section 181.03, Imposition of Tax, subsection (a), is hereby amended to read as follows:

(a) To provide funds for the purpose of general municipal operations, maintenance of equipment, new equipment, extension, enlargement, and improvement of municipal services and facilities, and capital improvements of the Municipality, an annual tax shall be imposed on and after January 1, 2026, at the rate of one and eight-tenths percent (1.8%) per annum upon the following:

SECTION 2: This amendment shall commence beginning January 1, 2026.

SECTION 3: This Ordinance shall take effect and be in force immediately upon passage.

Passed: ____________________________ ______________________________

Mayor

Attest:

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Clerk of Council