



Village of Peninsula

**AGENDA
REGULAR MEETING OF COUNCIL**

**March 9, 2020
7:00 p.m. Village Hall
1582 Main Street, Peninsula**

CALL TO ORDER; PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF AGENDA AND AMENDMENT OF THE AGENDA

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS
February 10, 2020 Regular Council Meeting Minutes

SPECIAL MATTERS AS DETERMINED BY THE CHAIR
Council Vacancy Appointment

CITIZEN PARTICIPATION

REPORTS

Mayor Daniel Schneider, Jr.

Fiscal Officer Trevor Elkins

2020 Budget

Fuel Purchase Agreement with Boston Townshioip

Street Commissioner Douglas Anderson

Finance Liaison Richard Fisher, Jr.

Acknowledgement of Receipt of Financial Reports

Ratification of Submitted Bills List

Police Department Liaison Daniel Schneider, Sr.

Police Car Purchase Request

Macedonia Jail Contract

Roads and Public Works Liaison

Boston Township Service Garage Lease

Planning Commission Representative Christopher Weigand

Zoning: Mayor Schneider

Board of Zoning Appeals: Mayor Schneider

Board Vacancies

Buildings and Grounds Liaison John Krusinski

Sidewalk Repair Quotes

Chamber of Commerce & Economic Development Liaison Christopher Weigand

Policies & Procedures Liaison Michael J. Kaplan

Full-Time Employee Health Care Payroll Deductions

Fire Board: Daniel Schneider, Sr.

Cemetery Board: Daniel Schneider, Sr.

JEDD

Wastewater

February 25, 2020 Wastewater Committee Meeting

Solicitor Brad Bryan

Army Corps Directive Update

LEGISLATION

Third Reading

Ordinance No. 34-2019

Requested by Councilperson Weigand

An Ordinance Establishing Chapter 1159 of the Zoning Code Relating to Subdivision Regulations

Resolution No. 01-2020

Requested by Councilperson Matusz

A Resolution Reappointing Bradric Bryan of Goodwin & Bryan, LLP as the Village's Solicitor and Prosecutor for a Term Commencing on April 1, 2020 and Ending on March 31, 2021

Second Reading

Resolution No. 03-2020

Requested by Solicitor Bryan and Fiscal Officer Elkins

A Resolution Requesting the County Fiscal Officer to Certify to the Village of Peninsula the Amount a 3 Mill, Five Year, Road Tax Renewal Levy Would Generate for the Village

Resolution No. 04-2020

Requested by Mayor Schneider

An Ordinance Amending Section 147.08 of the Administrative Code Relating to Call Back Pay

First Reading

Resolution No. 05-2020

Requested by Fiscal Officer Elkins

A Resolution Establishing the Annual Operating Budget and Setting Forth the Appropriations for 2020

UNFINISHED BUSINESS

Necessary Space Site Plan Layout for Land Swap Discussions with CVNP for Possible Service Department Headquarters

Village Hall Structural Issues

NEW BUSINESS

EXECUTIVE SESSION (as needed)

ADJOURNMENT

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this ___ day of _____, 2020, by and between Boston Township, a Township operating under the statutes of the State of Ohio, through its Board of Boston Township Trustees, which address is P.O. Box 123, Peninsula, Ohio 44264 (hereinafter referred to as “Lessor” or “Township”) and the Village of Peninsula, Ohio, an Ohio municipal corporation, which address is 1582 Main Street, Peninsula, Ohio 44264 (hereinafter referred to as “Lessee” or the “Village”), collectively referred to as the “Parties”.

For and in consideration of the terms, covenants, and conditions contained in this Lease Agreement, the Parties hereby agree, subject to the terms, covenants, and conditions contained herein, as follows.

1. PREMISES. Pursuant to this Agreement, the Township shall permit the Village Service Department to work out of and store the Village’s Service Department vehicles inside of the Township Service Garage located at 1775 Main Street, Peninsula, Ohio 44264. The Village, and its employees and officials, shall have access to the Leased Premises at all times during the Lease Term.

2. TERM. The Term of this Lease shall commence on April 1, 2020 and terminate on June 30, 2020 (the “Term”).

3. RENT. The Village shall pay to the Township, in advance of the first day of each month during the lease Term, fixed rent for the Leased Premises in the sum of Five Hundred Dollars (\$500.00) per month.

4. CARE OF THE PREMISES AND INSURANCE. The Village shall at all times during the Term of this Lease maintain any portions of the Leased Premises used by the Village in a clean and properly cared for condition. The Village shall be responsible for maintaining insurance on its equipment, property, and employees during the Term of this Lease against any loss or claim. In the event the Premises is damaged and is unable to be used by the Village for the purpose intended, the Village may terminate this Lease. In the event of termination, the Village shall not be obligated to pay rent going forward from the date the Premises is damaged and unable to be used by the Village for the purpose intended.

5. ENTIRE AGREEMENT; ASSIGNMENT; NOTICES; AND INVALIDITY. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed, or implied with respect to the subject matter herein. This Agreement may not be assigned without the consent of the other Party. This Agreement shall not be subject to modification except by a writing signed by an authorized representative of each Party. All notices and communications concerning this Agreement shall be addressed to the Parties at the following addresses: to the Township at P.O. Box 123, Peninsula, Ohio 44264; and to the Village at 1582 Main Street, Peninsula, Ohio 44264. Any term or provision of this Agreement that is held to be invalid or unenforceable shall be ineffective to the extent of such invalidity or

unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.

6. DEFAULT. If any party believes the other Party to be in default of any portion of this Agreement, it shall notify the other Party, which shall have 30 days to either cure the default or explain in writing why that Party feels it is not in default. Should the Parties still disagree, the matter will be resolved by arbitration. In that event, the Village will select one arbitrator, the Township will select one arbitrator, and those two arbitrators shall then select a third arbitrator that shall serve as chairperson of the arbitration board. The arbitration board shall follow the rules of the American Arbitration Association for handling and resolving the dispute.

Board of Boston Township Trustees:

By: _____
Trustee Amy Anderson--Chair

By: _____
Trustee Randy Bergdorf--Vice-Chair

By: _____
Trustee Bill Clifton

STATE OF OHIO)
) ss.
SUMMIT COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Trustee Amy Anderson, Trustee Randy Bergdorf, and Trustee Bill Clifton, who acknowledged they signed this Lease Agreement, and the same was their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio the ____ day of _____, 2020.

NOTARY PUBLIC

Approved as to Legal Form:

Al Schrader, Township Attorney

Village of Peninsula:

By: _____
Mayor Daniel Schneider, Jr.

STATE OF OHIO)
) ss.
SUMMIT COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Mayor Daniel Schneider, Jr., who acknowledged he signed this Lease Agreement, and the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio the ____ day of _____, 2020.

NOTARY PUBLIC

Acknowledged by:

Fiscal Officer Trevor K. Elkins

Approved as to Legal Form by:

Solicitor Bradric T. Bryan

AGREEMENT FOR THE BOARDING OF PRISONERS BETWEEN
THE CITY OF MACEDONIA, OHIO
AND THE VILLAGE OF PENINSULA, OHIO

This Agreement is entered into on the ____ day of _____, 2020 between the City of Macedonia, Ohio and The Village of Peninsula, Ohio.

WHEREAS, The Village of Peninsula wishes to enter into an Agreement with Macedonia for the confinement of its prisoners convicted of violations of state law or local ordinance, or who are awaiting hearing for those violations, or awaiting trial of any of those violations; and

WHEREAS, Macedonia has been authorized by its Council pursuant to Ordinance ____ to enter into an Agreement with The Village of Peninsula for the confinement of its prisoners and, likewise, The Village of Peninsula has been authorized by its council by ordinance to enter into this agreement with Macedonia.

THEREFORE, it is mutually agreed between the Macedonia and The Village of Peninsula as follows:

1. RECEPTION OF PRISONERS. Subject to the availability of space, Macedonia shall provide custody, supervision and confinement to The Village of Peninsula prisoners in the Macedonia City Jail. The Macedonia Chief of Police retains the discretion and authority to refuse or accept or to release any The Village of Peninsula prisoner when, in his judgment, this act is necessary in order to comply with any order of a court of competent jurisdiction or meet the requirements of minimum standards for jails promulgated by the Ohio Department of Rehabilitation and Corrections. The Village of Peninsula shall assume complete responsibility for all Village of Peninsula arrestees and prisoners whom the Macedonia Chief of Police and the employees and agents of the City of Macedonia refuse to accept or determine to release for the reasons set forth above and The Village of Peninsula waives any claims that The Village of Peninsula might have against the Chief of Police, the City of Macedonia and its employees and agents for the aforesaid discretionary decisions.

The Village of Peninsula will fingerprint and process its prisoners before being delivered to the Macedonia jail. Any and all alcohol tests of Village of Peninsula prisoners will be performed on those prisoners prior to their delivery to the Macedonia jail. All prisoners will be subject to the Macedonia Police Department jail admissions standards.

2. PAYMENT FOR CONFINEMENT SERVICES. The Village of Peninsula agrees to pay Macedonia for confinement of its prisoners as follows: From the date of the execution of this Agreement until and including _____, The Village of Peninsula will pay Macedonia the sum of Ninety Five Dollars (\$95.00) per day for each prisoner as full compensation for feeding, supervising, confining and boarding. During such period, should an increase in the cost of housing prisoners occur, other than due to changes in jail standards as set forth in Section V, the City of Macedonia and The Village of Peninsula agree to reevaluate this sum. Should an increased sum be agreed to, such agreement shall be reduced to writing and executed by all parties. Confinement begins when the prisoner is booked and ends when the prisoner is discharged. The number of days billed under this Agreement is equal to the number of days credited as time served as determined by the Macedonia Jail Registrar. The Village of Peninsula prisoners who are incarcerated for over 8 hours will result in a charge for a full day. Prisoners incarcerated by Macedonia for less than 8 hours will result in a charge of one-half (1/2) of the daily rate being assessed to The Village of Peninsula.

3. MEDICAL EXPENSES. The Village of Peninsula agrees to pay a physician for any medical costs incurred by its prisoners while incarcerated at the Macedonia jail. The Village of Peninsula further agrees to pay or reimburse Macedonia for any expenses it incurs in rendering or securing other medical, surgical, dental or mental health services, including medicines and surgical operations provided to The Village of Peninsula prisoners while incarcerated in Macedonia when such services would be provided, and such expense incurred, by Macedonia for its own prisoners. Macedonia agrees that where hospital services are required for The Village of Peninsula prisoners, those services will be provided at a facility determined by the Macedonia Fire Department and/or its medical control, in the same manner such services would be provided Macedonia prisoners. Macedonia shall determine

the need for these services based on its usual treatment of its own prisoners.

The Village of Peninsula agrees to supply the necessary guarding and security of The Village of Peninsula prisoners receiving medical treatment outside of the Macedonia City Jail. Macedonia will provide security for The Village of Peninsula prisoners until relieved. Said rate shall be \$35.00 an hour.

4. **RIGHT TO REFUSE PRISONERS.** Macedonia reserves the right to reject or refuse to receive for confinement and boarding any Village of Peninsula prisoner who may be inflicted with a prior medical problem such as contagious disease, mental condition, illness or Injury, severe intoxication, whether from alcohol or controlled substances, and has not been first treated prior to entry into the Macedonia jail.

The Macedonia Chief of Police, or his designee, retains the discretion to refuse to receive any prisoner of The Village of Peninsula for any reason based upon current jail population, internal security conditions of the jail, or any other reason including availability of space.

5. **ADDITIONAL CHARGES.** Macedonia retains the right to impose additional charges in the event of changes occurring to the current jail standards. Macedonia agrees to provide The Village of Peninsula 30 days prior notice before the procedures resulting in additional charges are instituted.

The Village of Peninsula also agrees to pay Macedonia for any damage caused to bedding, hygiene supplies or the jail facility by any Village of Peninsula prisoner, but in an amount no more than Two Hundred Fifty Dollars (\$250.00).

At the request of the Village of Peninsula, video arraignments will be conducted by Macedonia at the cost of Thirty Dollars (\$30.00).

6. **BILLING.** At the end of June and December of each contractual year, Macedonia will submit an itemized statement to The Village of Peninsula showing the name of The Village of Peninsula prisoner, dates of confinement, number of days billed, additional charges billed and the amount due from The Village of Peninsula on account of each Village of Peninsula prisoner confined under this Agreement. All billing shall be paid by The Village of

Peninsula within 30 days of their receipt.

7. TRANSPORTATION. If it becomes necessary to transport a Village of Peninsula prisoner to any other facility such as the Summit County Jail, hospital, or Mental Health Facility, it shall be the responsibility of The Village of Peninsula to provide such transportation, unless the Macedonia squad has to transport for medical reasons.

8. EFFECTIVE DATE OF AGREEMENT. This Agreement shall be effective on the _____ day of _____, 2020 and shall continue in full force and effect until _____. The Agreement will then be automatically renewed for a 12 month period from year to year, _____ 1st through _____ 31st.

Either party may cancel or terminate this Agreement at any time by giving a 30 day written notice to the other party.

This Agreement is executed by the parties in Macedonia, Ohio on this _____ day of _____, 2020.

CITY OF MACEDONIA

THE VILLAGE OF PENINSULA

Nicholas Molnar, Mayor

Daniel Schneider Jr., Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mark V. Guidetti
Director of Law, City of Macedonia

Bradric Bryan
Law Director, Village of Peninsula

VILLAGE OF PENINSULA, OHIO
ORDINANCE NO.: 04-2020
INTRODUCED BY: _____
DATE PASSED: _____

**AN ORDINANCE AMENDING SECTION 147.08 OF THE ADMINISTRATIVE CODE
RELATING TO CALL BACK PAY**

WHEREAS, the Mayor and Council desire to amend Section 147.08 of the Administrative Code relating to call back pay in order to clarify that employees who are called back to work outside of their scheduled work hours shall be paid at time and one-half their regular pay rate for all hours worked or owed in connection with their return to work.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. Council hereby amends Section 147.08 of the Administrative Code titled Call Back Pay as set forth in the attachment to this legislation, retroactive to January 1, 2020.

SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance shall take effect and be in force as of the earliest date permitted by law.

SECTION 4. Effective Date. This Ordinance shall take effect on the _____ day of _____, 2020.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Passed:

Daniel Schneider, Jr., Mayor

Attest:

Trevor K. Elkins, Fiscal Officer

Approved as to Legal Form.

Bradric T. Bryan, Solicitor

ORDINANCE 04-2020
PAGE TWO

I, Trevor K. Elkins, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly passed by the Council of the Village of Peninsula, at a meeting held on the _____ day of _____, 2020.

Trevor K. Elkins, Fiscal Officer

Posting Certificate

I, Trevor K. Elkins, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Ordinance was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the _____ day of _____, 2020, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

Trevor K. Elkins, Fiscal Officer

147.08 CALL BACK PAY.

An employee who is required to return to work shall receive call back pay in the amount of at least two hours pay or for the amount of time the employee is called back to work, whichever is greater. A seasonal employee who is required to return to work shall be paid at his or her time and one-half overtime pay rate for all hours worked or owed in connection with their return to work.

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 05-2020
INTRODUCED BY: _____
DATE PASSED: _____

**A RESOLUTION ESTABLISHING THE ANNUAL OPERATING BUDGET AND
SETTING FORTH THE APPROPRIATIONS FOR 2020**

WHEREAS, at the direction of the Mayor and Council, Trevor Elkins, the Fiscal Officer, has prepared the attached Annual Operating Budget and Appropriations for 2020; and

WHEREAS, Village Council deems it necessary and proper to exercise its authority over the budget and appropriations by authorizing and certifying the within Annual Operating Budget and Appropriation Resolution for 2020.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. That the attached Annual Operating Budget and Appropriations of the Village of Peninsula, as prepared by Trevor Elkins, Fiscal Officer, for the 2020 calendar year are hereby adopted as the Annual Operating Budget and Appropriations for the Village of Peninsula for the year 2020.

SECTION 2. That the Fiscal Officer is hereby authorized and directed to certify a copy of the within Annual Operating Budget and Appropriation Resolution to the Fiscal Officer of the County of Summit, Ohio as required by law.

SECTION 3. 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 all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution shall take effect and be in force as of the earliest date permitted by law.

SECTION 5. Effective Date. This Resolution shall take effect on the _____ day of _____, 2020.

RESOLUTION 05-2020
PAGE TWO

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2020.

Passed:

Daniel Schneider, Jr., Mayor

Attest:

Trevor K. Elkins, Fiscal Officer

Approved as to Legal Form.

Bradric T. Bryan, Solicitor

I, Trevor K. Elkins, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the _____ day of _____, 2020.

Trevor K. Elkins, Fiscal Officer

Posting Certificate

I, Trevor K. Elkins, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the _____ day of _____, 2020, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

Trevor K. Elkins, Fiscal Officer