



VILLAGE OF PENINSULA

AGENDA REGULAR MEETING OF COUNCIL

Tuesday December 10, 2024, 7:00 p.m.
1582 Main Street
Peninsula, Ohio 44264

CALL TO ORDER

ROLL CALL

PRESENTATION OF AGENDA AND AMENDMENT OF THE AGENDA

SPECIAL PRESENTATIONS

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS

November 12, 2024 Regular Council Meeting Minutes

CITIZEN PARTICIPATION

REPORTS

Mayor, Daniel Schneider, Jr.

Fiscal Officer, Ms. Iaconis

Street Commissioner, Mr. Anderson

Finance Liaison, Mr. Slocum

Acknowledgement of Receipt of Financial Reports

Ratification of Submitted Bills List

Police Department Liaison, Councilperson Schneider

Roads and Public Works Liaison, Mr. Haramis

Planning Commission Representative, Mr. Steidl

Zoning Officer, Mr. Hemming

Board of Zoning Appeals, Mayor Schneider

Buildings and Grounds Liaison, Mr. Steidl

Motion to Authorize the Mayor to Accept the Bid of Hummel Construction Company of Ravenna, Ohio in the Amount of \$280,000 for the Peninsula Village Hall and Police Station Modifications Project and Enter into a Contract with Hummel Construction Company in Connection the Project and Authorize an Additional \$40,000 Contingency Amount for the Project, for a Total Project Authorization Amount of \$320,000

Chamber of Commerce & Economic Development Liaison, Mr. Rosales

Community Events Liaison, Mr. Najeway

Policies & Procedures Liaison, Mr. Slocum

Fire Board, Mr. Slocum

Cemetery Board, Councilperson Schneider

JEDD Board, Councilperson Schneider

Wastewater/Stormwater/Water Liaison, Mr. Najeway

Area Master Plan, Mr. Slocum

Solicitor, Mr. Bryan

LEGISLATION:

Third Reading: None.

Second Reading:

Resolution No. 19-2024

Requested by: Mayor Schneider

An Emergency Resolution Amending the Employee Position List and Wage Scale for 2025, 2026, and 2027

First Reading:

Resolution No. 22-2024

Requested by: Fiscal Officer Iaconis

A Resolution Establishing a Temporary Operating Budget and Making Temporary Appropriations for Current Expenses and Other Expenditures of the Village for the Period from January 1, 2025 through March 31, 2025

Resolution No. 23-2024

Requested by: Mayor Schneider and Chief Nagy

An Emergency Resolution Authorizing the Mayor to Enter into a Dispatch Service Agreement with the City of Hudson

Ordinance No. 24-2024

Requested by: Mayor Schneider and Chief Nagy

An Emergency Ordinance Amending Section 147.03 of the Village Administrative Code Pertaining to Holiday Pay for Village Employees

Ordinance No. 25-2024

Requested by: Mayor Schneider and Chief Nagy

An Emergency Ordinance Amending Section 147.04 of the Village Administrative Code Pertaining to Vacations for Full-Time Village Employees

Resolution No. 26-2024

Requested by: Councilperson Slocum

An Emergency Resolution Opposing Enbridge Gas Ohio's Proposed 30% Rate Increase and Requesting that the Public Utilities Commission of Ohio Deny Enbridge Gas Ohio's Rate Increase Request

Resolution No. 27-2024

Requested by: Fiscal Officer Iaconis

A Resolution Authorizing Amendments, Transfers, and/or Revenue Adjustments to the 2024 Appropriation Resolution

UNFINISHED BUSINESS/NEW BUSINESS

PayByPhone Process Functionality

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

Record of Proceedings
Regular Village of Peninsula Council
Held: Tuesday, November 12, 2024

CALL TO ORDER: Mayor Schneider called the meeting to order at 7:00 p.m.

ROLL CALL:

Mayor Daniel Schneider, Jr.	Present	George Haramis	Present
Richard Slocum	Present	John Najeway	Present
Daniel Schneider	Present	Eliud Rosales	Present
Douglas Steidl	Present		

OTHERS PRESENT: Solicitor Brad Bryan, Administrative Assistant Faith Dorton, County Director of Sanitary Sewer Services Michael Vinay, Burgess & Niple Project Manager Mary Ann Driscoll, Environmental Design Group representative Jeff Carr; and Wastewater Plant Engineer Bob Schreiner.

PRESENTATION OF AGENDA AND AMENDMENT OF THE AGENDA: None.

SPECIAL PRESENTATIONS:

Presentation from Summit County Regarding Wastewater Project

Michael Vinay, Director of the Summit County Department of Sanitary Sewer Services, introduced his fellow team members: Burgess & Niple Project Manager Mary Ann Driscoll, Environmental Design Group Representative Jeff Carr, and Wastewater Plant Engineer Bob Schreiner. A printed version of the PowerPoint presentation was distributed to those in attendance, and Mr. Vinay noted that the presentation is currently posted on the Village website.

Mr. Carr explained in detail the sewer plant and outfall and service areas and answered questions from the audience. He requested that anyone who has not filled out their basement survey to return it as soon as possible. He stated those surveys assist with making sure the engineers have all the information they can have regarding individual properties so that they can properly design the depth of the system throughout the service area. Mr. Vinay stated the team is looking for more grants to help pay for this project.

Mr. Vinay reported the County is trying to incorporate potential future water service into the project. To avoid a second excavation along Rt. 303, the County plans to install a main Rt. 303 water line, if funding is available, that could be used once service can be provided. Mr. Vinay confirmed he and the team members will return once they are further along with the system design. He thanked all parties assisting with this project and encouraged everyone to visit the project website

A discussion took place about the proper location for the next public meeting with the County for this project. Mr. Haramis requested patience from everyone. He stated he knows the project timeline is now longer than expected but noted that is normal based upon his experience working on these types of projects throughout his engineering career.

The team members explained that properties within the service area will be required to connect to the system, but they will have a time frame for connecting. Properties outside the service area will be evaluated and be subject to Department of Health enforcement action in the event their systems are not compliant.

Record of Proceedings
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PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS:

October 8, 2024 Regular Council Meeting Minutes

Two versions of the minutes were submitted to Council for approval. Version 2 is more detailed than Version 1. Mr. Haramis stated the minutes do not need to be verbatim according to the Sunshine Law and they just need to record actions taken by Council. Mr. Slocum noted, in response, that the minutes must contain sufficient facts and information for the public to understand the stated rationale for any actions taken.

Mr. Slocum made a motion that was seconded by Mr. Najeway to approve Version 2 of the minutes. Roll call vote: Councilperson Schneider, yes; Mr. Steidl, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, no; Mr. Najeway, yes. The minutes were approved.

CITIZEN PARTICIPATION:

Mo Riggins asked, considering the Fire Department's inability to perform short-term rental inspections, whether those matters could be incorporated into the Village site inspections. Mr. Bryan explained that was not possible since Mr. Hemming and Ms. Dorton are not trained fire inspectors and do not have the expertise to do so. Mr. Bryan and Mr. Slocum explained that they could perform functions in connection with their inspections such as making sure smoke detectors and co detectors are installed and bedrooms have 2 means of egress, but they could not inspect outlets or electrical boxes.

Sarah Dalhauser requested that the Village maintain the Player's Barn as a historical structure and a place to hold community events. Council noted that matter will be discussed later in the meeting.

REPORTS:

Mayor, Daniel Schneider, Jr.: The Mayor read a letter submitted by the Peninsula United Methodist Church thanking everyone for their support for the church's annual Election Day Dinner.

Fiscal Officer, Ms. Iaconis: Ms. Iaconis was not present due to her obligation to attend a meeting for her full-time employer, the City of Parma Heights. Mr. Slocum made a motion that was seconded by Mr. Najeway to authorize the Mayor to renew the Village employee Summit County Health Connection insurance plan for 2025 through NFP Corporate Services at the current 2024 rates. Roll call vote: Councilperson Schneider, yes; Mr. Steidl, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The motion was approved.

Street Commissioner, Mr. Anderson: The Mayor reported the new street signs are being made and will be installed soon. Mr. Najeway confirmed the work would be completed within 2 weeks.

Finance Liaison:

Acknowledgement of Receipt of Financial Reports: There were no reports to approve.

Ratification of Submitted Bills List: Council did not receive a list to approve.

Mr. Slocum asked to be the Council Finance Liaison. Council President Pro-Tem Schneider appointed him to that position.

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Police Department Liaison, Councilperson Schneider: Councilperson Schneider announced one of the new vehicles has been striped and is waiting for upfitting. The other cruiser has not been built yet. The Summit County Sheriff's Department will be reimbursing the Village for the cost of one of the vehicles.

Roads and Public Works Liaison, Mr. Haramis: Mr. Bryan reported the agreement with ODOT for repairs to the 3 failing sections of St. Rt. 303 has been signed. ODOT will be paying for the full cost of the repairs, which are expected to cost around 1 million dollars over the next two or three years. Temporary repairs to 2 of the areas will be completed this month.

Planning Commission Representative, Mr. Steidl: Mr. Steidl reported the County revised the wastewater treatment plant footprint as requested by the Planning Commission, and the Commission approved the revised site plan. The Commission decided not to recommend restrictions on parking box trucks in residential driveways due to complications about drafting code language regarding what should be allowed and what should not. The Commission determined these matters are best suited to be worked out between neighbors. The Commission decided to wait to see if any zoning changes are recommended in the Area Master Plan before addressing any N. Locust rezoning issues, so that all zoning issues can be brought forth at one time in one comprehensive package.

Mr. Bryan reported he and the Mayor and Zoning Officer are working on addressing property maintenance violations on 2 properties.

Zoning Officer, Mr. Hemming: The Mayor stated there was nothing additional to report.

Board of Zoning Appeals, Mayor Schneider: The Mayor stated there was nothing to report.

Buildings and Grounds Liaison, Mr. Steidl: Mr. Steidl requested a motion to authorize the Mayor to accept the proposal of Mark N. Gilles, AIA, for bidding assistance and construction administration services for the Village Hall and Police Station Renovations Project in an amount not to exceed \$10,500. The planned renovations will bring the building up to code and allow more of the building to be used by the staff rather than just using those areas for storage.

Mr. Slocum made that motion, which was seconded by Mr. Haramis. Roll call vote: Councilperson Schneider, yes; Mr. Steidl, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The motion was approved. Mr. Steidl stated the bids for the project are due next week.

Mr. Steidl next addressed the Players Barn. Mr. Najeway reported the asbestos survey was completed and the originally identified asbestos was removed. Additional material was discovered, and a quote in the amount of \$5,000 was received for the removal of that additional asbestos. Mr. Najeway made a motion that was seconded by Mr. Steidl to authorize the Cardinal Group to remove the remaining asbestos for an amount not to exceed \$5,000. Once this material is removed, the structure will be ready for demolition. Mr. Najeway addressed Ms. Dalhauer's request, stating the barn is not made of historic materials, is significantly damaged, and is not salvageable. He stated he would like more green space, and the next step would be requesting a bid for demolition. Mr. Bryan reminded everyone that several entities have looked into to buying

Record of Proceedings
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the Players Barn over the last few years for various businesses, and all of those plans ended up being not financially feasible.

Chamber of Commerce & Economic Development Liaison, Mr. Rosales: Mr. Slocum reported on the upcoming planned holiday festivities, including the Candlelight Walk and Reindeer Day. He stated the Chamber is currently constructing a website. The Heron Project did not meet its financial goal and has been cancelled. All the funds received were returned. Peninsula Live's Heron Project donation was redirected to the Reindeer Day fund. The Library is having a mini Christmas tree raffle. The Cuyahoga Valley Scenic Railroad marketing manager attended the Chamber Meeting and discussed collaborations between local Village businesses and the CVSR. Toys are being collected at the G.A.R. Hall for the Toys for Tots campaign. The Peninsula Coffee House celebrated its 1-year anniversary and has now served more than 100,000 patrons. The next Regular Chamber Meeting will be in February. Margo Snider confirmed there is a celebratory meeting on January 8 at Fisher's that anyone can attend.

Community Events Liaison, Mr. Najeway: Mr. Najeway thanked the Boston Township and Village residents for their support for Peninsula Live this past year. Several vendors have already signed up for 2025.

Policies & Procedures Liaison, Mr. Slocum: Mr. Slocum reported he was able to clean up the audio recording of last month's Council Meeting. He is interested in getting better audio recording equipment. He also asked whether artificial intelligence programs could assist with transcribing the minutes.

Fire Board, Mr. Slocum: Mr. Slocum announced the Board approved a \$2.60 per hour pay raise for all firefighters. He announced the hiring Mike Packard as the new Chief. He will take over for Chief Reidel in December. The Board continues to discuss how to bridge the funding gap for operating the Department.

Cemetery Board, Councilperson Schneider: Councilperson Schneider stated there was nothing to report other than an employee injury.

JEDD Board, Councilperson Schneider: Nothing to report.

Wastewater/Stormwater/Water Liaison, Mr. Najeway: Mr. Najeway stated he had nothing to add to the earlier presentation. The Village continues to investigate whether there are viable options for water service.

Area Master Plan, Mr. Slocum: Mr. Slocum thanked the Mayor and Faith Dorton for the sandwich board promoting the survey. About four hundred surveys were submitted after those boards were put up around town.

Solicitor, Mr. Bryan: Mr. Bryan stated he had nothing additional to report at this time.

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Regular Village of Peninsula Council
Held: Tuesday, November 12, 2024

LEGISLATION:

Third Reading: None.

Second Reading: None.

First Reading:

Resolution No. 19-2024

Requested by: Mayor Schneider

An Emergency Resolution Amending the Employee Position List and Wage Scale for 2025, 2026, and 2027

Mr. Bryan read the legislation by title and reminded Council that the current wage scale ends this year. A discussion took place as to whether to postpone action on this legislation until the December Council Meeting. Mr. Slocum asked about the \$4,500 monthly payment provided in the Solicitor's pay structure. Mr. Bryan's confirmed that payment is a monthly flat fee paid to his firm. Mr. Najeway thanked Mr. Bryan for his services and stated he is happy with his work for the Village. He asked from a business owner perspective if there was another attorney from his firm who has a cheaper rate that could handle the traffic camera work. Mr. Bryan responded by stating he is the cheaper rate and is being paid for his Village work at the rate of \$135 per hour. Since his pay is based upon providing an average of 50 hours of work per month, he has been providing an average of 10 hours of uncompensated work for the Village each month this year. He noted his effective hourly rate is significantly less than that of the Township attorney and compared it to his \$300 per hour rate for non-municipal work and \$175 per hour rate for his work for another community. Mr. Steidl asked about Ms. Iaconis' responsibilities and how she is paid. He voiced his concerns about what she does and does not submit for meetings. Mr. Bryan stated Ms. Iaconis is paid per hour for the hours she works for the Village. It was determined this Resolution would advance to a second reading at next month's meeting.

Resolution No. 20-2024

Requested by: Fiscal Officer Iaconis and Solicitor Bryan

A Resolution Requesting the Summit County Fiscal Officer, in the Year 2025, to Advance to the Village Monies to which the Village is Entitled from the Proceeds of Tax Levies for the Tax Year 2024

Mr. Bryan read the resolution by title. Mr. Najeway made a motion that was seconded by Councilperson Schneider to suspend the three-reading rule. Roll call vote: Councilperson Schneider, yes; Mr. Steidl, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The motion passed. Mr. Najeway made a motion that was seconded by Mr. Steidl to adopt the Resolution. Roll call vote: Councilperson Schneider, yes; Mr. Steidl, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The Resolution was adopted.

Ordinance No. 21-2024

Requested by: Councilperson Slocum

An Ordinance Amending Chapter 741 of the Business Regulation Code Titled Short-Term Rental Regulations

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Mr. Bryan read the ordinance by title and explained this Ordinance removes the Fire Department inspection requirements from the Ordinance, since the Fire Department is unable to carry out those inspections. Mr. Najeway made a motion to suspend the three-reading rule that was seconded by Mr. Steidl. Roll call vote: Councilperson Schneider, yes; Mr. Steidl, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The motion passed. Mr. Najeway made a motion that was seconded by Mr. Steidl to pass the Ordinance. Roll call vote: Councilperson Schneider, yes; Mr. Steidl, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The Ordinance was adopted.

Resolution No. 22-2024

Requested by: Fiscal Officer Iaconis

A Resolution Establishing a Temporary Operating Budget and Making Temporary Appropriations for Current Expenses and Other Expenditures of the Village for the Period from January 1, 2025 through March 31, 2025

Mr. Bryan read the legislation by title and clarified that since no temporary budget was submitted, this should not be considered as a first reading of the Resolution. The Resolution will still be on first reading next month and will need to be adopted prior to the start of the year.

UNFINISHED BUSINESS/NEW BUSINESS

PayByPhone Process Functionality

Mr. Slocum discussed a complaint about the usability of the PayByPhone app and asked whether updated technology or another vendor could be utilized. Mr. Bryan explained the PayByPhone contract was for three years, with automatic 1-year renewals after that unless the contract was terminated by either party with 6 months' notice. There is a provision in the contract in which the Village is required to pay PayByPhone an additional hourly rate for additional programming work requested by the Village. Mr. Slocum volunteered to work with PayByPhone to see if updated features could be utilized if his assistance was warranted.

Mr. Najeway asked if the Mayor could be provided with a pay raise. He was advised that in term pay raises were not permissible and any raise would not be effective until the next Mayoral term.

EXECUTIVE SESSION (IF NECESSARY) None.

ADJOURNMENT: Mr. Najeway made a motion that was seconded by Councilperson Schneider to adjourn the meeting. Roll call vote: Councilperson Schneider, yes; Mr. Steidl, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The motion was approved. The meeting was adjourned at 8:52p.m.

Respectfully submitted:

Daniel Schneider Jr., Mayor

Date

Katie Iaconis, Fiscal Officer

Date

Payment Listing

October 2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
666-2024	10/03/2024	10/01/2024	EP	Kyle J Allen	\$83.59	C
667-2024	10/03/2024	10/01/2024	EP	Michael R Andexler	\$1,606.28	C
668-2024	10/03/2024	10/01/2024	EP	Marc Bazdar	\$1,168.08	C
669-2024	10/03/2024	10/01/2024	EP	Daren Beichler	\$964.34	C
670-2024	10/03/2024	10/01/2024	EP	Zackery K Bennett	\$302.35	C
671-2024	10/03/2024	10/01/2024	EP	Michael Czerwony	\$151.70	C
672-2024	10/03/2024	10/01/2024	EP	Tyler Deyoung	\$843.29	C
673-2024	10/03/2024	10/01/2024	EP	Faith Dorton	\$1,504.27	C
674-2024	10/03/2024	10/01/2024	EP	Katherine Iaconis	\$1,225.15	C
675-2024	10/03/2024	10/01/2024	EP	Jeremy D Milford	\$151.45	C
676-2024	10/03/2024	10/01/2024	EP	Jay M Nagy	\$1,630.09	C
677-2024	10/03/2024	10/01/2024	EP	Michael L Phillips	\$409.81	C
678-2024	10/03/2024	10/01/2024	EP	Dennis Pongracz Jr.	\$1,479.64	C
679-2024	10/03/2024	10/01/2024	EP	Carol Rucker	\$554.69	C
680-2024	10/03/2024	10/01/2024	EP	Ethan Schilling	\$1,762.25	C
681-2024	10/03/2024	10/01/2024	EP	Michael Skrypek	\$296.25	C
682-2024	10/03/2024	10/01/2024	EP	John Smiddy	\$39.06	C
683-2024	10/03/2024	10/01/2024	EP	Michael Taylor	\$1,924.40	C
684-2024	10/03/2024	10/01/2024	EP	Max E Westfall	\$1,707.66	C
703-2024	10/17/2024	10/15/2024	EP	Kyle J Allen	\$421.22	C
704-2024	10/17/2024	10/15/2024	EP	Michael Anderson	\$59.37	C
705-2024	10/17/2024	10/15/2024	EP	Michael R Andexler	\$1,498.95	C
706-2024	10/17/2024	10/15/2024	EP	Marc Bazdar	\$1,168.08	C
707-2024	10/17/2024	10/15/2024	EP	Daren Beichler	\$600.78	C
708-2024	10/17/2024	10/15/2024	EP	Zackery K Bennett	\$151.57	C
709-2024	10/17/2024	10/15/2024	EP	Michael Czerwony	\$151.70	C
710-2024	10/17/2024	10/15/2024	EP	Tyler Deyoung	\$850.79	C
711-2024	10/17/2024	10/15/2024	EP	Faith Dorton	\$1,574.05	C
712-2024	10/17/2024	10/15/2024	EP	Mark Flynn	\$151.45	C
713-2024	10/17/2024	10/15/2024	EP	Katherine Iaconis	\$1,140.74	C
714-2024	10/17/2024	10/15/2024	EP	Jeremy D Milford	\$151.45	C
715-2024	10/17/2024	10/15/2024	EP	Jay M Nagy	\$1,630.09	C
716-2024	10/17/2024	10/15/2024	EP	Michael L Phillips	\$377.00	C
717-2024	10/17/2024	10/15/2024	EP	Dennis Pongracz Jr.	\$1,406.50	C
718-2024	10/17/2024	10/15/2024	EP	Carol Rucker	\$599.24	C
719-2024	10/17/2024	10/15/2024	EP	Ethan Schilling	\$55.39	C
720-2024	10/17/2024	10/15/2024	EP	Michael Skrypek	\$761.00	C
721-2024	10/17/2024	10/15/2024	EP	Michael Taylor	\$1,650.74	C
722-2024	10/17/2024	10/15/2024	EP	Theodore Troyer	\$828.13	C
723-2024	10/17/2024	10/15/2024	EP	Max E Westfall	\$1,684.05	C
725-2024	10/31/2024	10/29/2024	EP	Kyle J Allen	\$196.81	C
726-2024	10/31/2024	10/29/2024	EP	Michael R Andexler	\$1,498.95	C
727-2024	10/31/2024	10/29/2024	EP	Marc Bazdar	\$1,269.97	C
728-2024	10/31/2024	10/29/2024	EP	Daren Beichler	\$1,165.22	C
729-2024	10/31/2024	10/29/2024	EP	Zackery K Bennett	\$155.01	C
730-2024	10/31/2024	10/29/2024	EP	Bradric Bryan	\$1,804.88	C

Payment Listing

October 2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
731-2024	10/31/2024	10/29/2024	EP	Crystal Casterline	\$1,586.36	C
732-2024	10/31/2024	10/29/2024	EP	Tyler Deyoung	\$865.82	C
733-2024	10/31/2024	10/29/2024	EP	Faith Dorton	\$1,413.03	C
734-2024	10/31/2024	10/29/2024	EP	Mark Flynn	\$151.45	C
735-2024	10/31/2024	10/29/2024	EP	George T Haramis Jr	\$51.63	C
736-2024	10/31/2024	10/29/2024	EP	Robert G Havranek	\$167.88	C
737-2024	10/31/2024	10/29/2024	EP	Sidney C Hemming	\$215.08	C
738-2024	10/31/2024	10/29/2024	EP	Katherine Iaconis	\$1,140.74	C
739-2024	10/31/2024	10/29/2024	EP	Jeremy D Milford	\$302.10	C
740-2024	10/31/2024	10/29/2024	EP	Jay M Nagy	\$1,630.09	C
741-2024	10/31/2024	10/29/2024	EP	John Najeway	\$54.21	C
742-2024	10/31/2024	10/29/2024	EP	Michael L Phillips	\$292.02	C
743-2024	10/31/2024	10/29/2024	EP	Dennis Pongracz Jr.	\$1,381.03	C
744-2024	10/31/2024	10/29/2024	EP	Eliud Rosales	\$1.90	C
745-2024	10/31/2024	10/29/2024	EP	Carol Rucker	\$581.43	C
746-2024	10/31/2024	10/29/2024	EP	Daniel R Schneider	\$51.63	C
747-2024	10/31/2024	10/29/2024	EP	Daniel R Schneider Jr	\$218.15	C
748-2024	10/31/2024	10/29/2024	EP	Michael Skrypek	\$1,782.78	C
749-2024	10/31/2024	10/29/2024	EP	Richard Slocum	\$54.21	C
750-2024	10/31/2024	10/29/2024	EP	John Smiddy	\$108.33	C
751-2024	10/31/2024	10/29/2024	EP	Douglas Steidl	\$51.90	C
752-2024	10/31/2024	10/29/2024	EP	Michael Taylor	\$1,851.45	C
753-2024	10/31/2024	10/29/2024	EP	Theodore Troyer	\$1,334.79	C
754-2024	10/31/2024	10/29/2024	EP	Max E Westfall	\$1,589.51	C
808-2024	10/24/2024	12/02/2024	EW	Ohio Police & Fire Pension Fund	\$7,755.06	C
809-2024	10/24/2024	12/02/2024	EW	Ohio Public Employees Retirement System	\$6,524.05	C
810-2024	10/24/2024	12/02/2024	EW	Peninsula Village Payroll Account	\$19,500.25	C
811-2024	10/24/2024	12/02/2024	EW	RITA	\$3,503.26	C
812-2024	10/24/2024	12/02/2024	EW	Treasurer, State of Ohio	\$4,055.61	C
813-2024	10/31/2024	12/02/2024	EW	Ohio Child Support Payment Central	\$3,764.15	C
814-2024	10/31/2024	12/02/2024	EW	Ohio Public Employees Deferred Compensati	\$1,000.00	C
815-2024	10/31/2024	12/02/2024	CH	Northwest Bank	\$268.12	C
816-2024	10/31/2024	12/02/2024	CH	FirstNet	\$879.28	C
817-2024	10/31/2024	12/02/2024	CH	DOMINION EAST OHIO	\$107.22	C
818-2024	10/31/2024	12/02/2024	CH	Fattmerchant	\$109.00	C
819-2024	10/31/2024	12/02/2024	CH	OHIO EDISON CO	\$1,181.60	C
820-2024	10/31/2024	12/02/2024	CH	WINDSTREAM	\$245.25	C
821-2024	10/31/2024	12/02/2024	CH	Time Warner Cable - Northeast	\$469.93	C
822-2024	10/31/2024	12/02/2024	CH	Guardian Dental	\$506.12	C
823-2024	10/31/2024	12/02/2024	CH	TERRY LUMBER CO	\$2,450.00	C
824-2024	10/31/2024	12/02/2024	CH	Goodwin & Bryan, LLP	\$4,500.00	C
825-2024	10/31/2024	12/02/2024	CH	County of Summit Insurance & Risk Mgt.	\$35,757.97	C
826-2024	10/31/2024	12/02/2024	CH	PayByPhone	\$756.15	C
827-2024	10/31/2024	12/02/2024	CH	Targeting and Solutions Limited	\$60,630.00	C
828-2024	10/31/2024	12/02/2024	CH	STOW MUNICIPAL COURT	\$50,000.00	C
829-2024	10/31/2024	12/02/2024	CH	Michaek Skrypek	\$129.00	C

Payment Listing

October 2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
14678	10/08/2024	10/08/2024	AW	Montrose Auto Group	\$49,798.75	C
14679	10/08/2024	10/08/2024	AW	TERRY LUMBER CO	\$17.08	C
14680	10/08/2024	10/08/2024	AW	Aislinn Consuting Services	\$1,150.00	C
14681	10/08/2024	10/08/2024	AW	City of Akron	\$360.00	C
14682	10/08/2024	10/08/2024	AW	Midwest Public Safety	\$11,664.48	C
14683	10/22/2024	10/22/2024	AW	Kevin Smith	\$750.00	C
Total Payments:					\$325,517.33	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$325,517.33	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

Payment Listing

November 2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
756-2024	11/14/2024	11/13/2024	EP	Michael Anderson	\$39.58	O
757-2024	11/14/2024	11/13/2024	EP	Kyle J Allen	\$83.59	O
758-2024	11/14/2024	11/13/2024	EP	Zackery K Bennett	\$153.29	O
759-2024	11/14/2024	11/13/2024	EP	Robert G Havranek	\$138.33	O
760-2024	11/14/2024	11/13/2024	EP	Jeremy D Milford	\$302.10	O
761-2024	11/14/2024	11/13/2024	EP	Carol Rucker	\$224.63	O
762-2024	11/14/2024	11/13/2024	EP	Michael L Phillips	\$282.62	O
763-2024	11/14/2024	11/13/2024	EP	Willie Hodges	\$375.51	O
764-2024	11/14/2024	11/13/2024	EP	Katherine Iaconis	\$927.42	O
765-2024	11/14/2024	11/13/2024	EP	Michael Skrypek	\$1,016.05	O
766-2024	11/14/2024	11/13/2024	EP	Tyler Deyoung	\$865.82	O
767-2024	11/14/2024	11/13/2024	EP	Daren Beichler	\$650.28	O
768-2024	11/14/2024	11/13/2024	EP	Michael R Andexler	\$1,498.95	O
769-2024	11/14/2024	11/13/2024	EP	Crystal Casterline	\$1,535.41	O
770-2024	11/14/2024	11/13/2024	EP	Theodore Troyer	\$1,751.69	O
771-2024	11/14/2024	11/13/2024	EP	Faith Dorton	\$1,485.49	O
772-2024	11/14/2024	11/13/2024	EP	Dennis Pongracz Jr.	\$1,525.01	O
773-2024	11/14/2024	11/13/2024	EP	Jay M Nagy	\$1,630.09	O
774-2024	11/14/2024	11/13/2024	EP	Marc Bazdar	\$1,492.93	O
775-2024	11/14/2024	11/13/2024	EP	Max E Westfall	\$1,684.05	O
776-2024	11/14/2024	11/13/2024	EP	Michael Taylor	\$2,185.96	O
778-2024	11/27/2024	11/25/2024	EP	George T Haramis Jr	\$51.63	O
779-2024	11/27/2024	11/25/2024	EP	John Najeway	\$54.21	O
780-2024	11/27/2024	11/25/2024	EP	Eliud Rosales	\$1.90	O
781-2024	11/27/2024	11/25/2024	EP	Daniel R Schneider	\$51.63	O
782-2024	11/27/2024	11/25/2024	EP	Richard Slocum	\$54.21	O
783-2024	11/27/2024	11/25/2024	EP	Douglas Steidl	\$51.90	O
784-2024	11/27/2024	11/25/2024	EP	Michael Czerwony	\$113.84	O
785-2024	11/27/2024	11/25/2024	EP	Zackery K Bennett	\$151.57	O
786-2024	11/27/2024	11/25/2024	EP	Mark Flynn	\$207.99	O
787-2024	11/27/2024	11/25/2024	EP	Sidney C Hemming	\$215.08	O
788-2024	11/27/2024	11/25/2024	EP	Daniel R Schneider Jr	\$218.15	O
789-2024	11/27/2024	11/25/2024	EP	Jeremy D Milford	\$302.10	O
790-2024	11/27/2024	11/25/2024	EP	Michael L Phillips	\$282.62	O
791-2024	11/27/2024	11/25/2024	EP	Robert G Havranek	\$316.52	O
792-2024	11/27/2024	11/25/2024	EP	Carol Rucker	\$585.89	O
793-2024	11/27/2024	11/25/2024	EP	Katherine Iaconis	\$756.76	O
794-2024	11/27/2024	11/25/2024	EP	Daren Beichler	\$135.82	O
795-2024	11/27/2024	11/25/2024	EP	Michael Skrypek	\$975.68	O
796-2024	11/27/2024	11/25/2024	EP	Theodore Troyer	\$1,135.00	O
797-2024	11/27/2024	11/25/2024	EP	Tyler Deyoung	\$865.82	O
798-2024	11/27/2024	11/25/2024	EP	Michael R Andexler	\$1,498.95	O
799-2024	11/27/2024	11/25/2024	EP	Faith Dorton	\$1,485.49	O
800-2024	11/27/2024	11/25/2024	EP	Bradric Bryan	\$1,804.88	O
801-2024	11/27/2024	11/25/2024	EP	Crystal Casterline	\$1,688.24	O
802-2024	11/27/2024	11/25/2024	EP	Jay M Nagy	\$1,744.46	O

Payment Listing

November 2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
803-2024	11/27/2024	11/25/2024	EP	Marc Bazdar	\$1,460.25	O
804-2024	11/27/2024	11/25/2024	EP	Dennis Pongracz Jr.	\$1,686.71	O
805-2024	11/27/2024	11/25/2024	EP	Michael Taylor	\$1,848.11	O
806-2024	11/27/2024	11/25/2024	EP	Max E Westfall	\$1,778.58	O
830-2024	11/26/2024	12/05/2024	EW	Ohio Police & Fire Pension Fund	\$7,623.74	O
831-2024	11/30/2024	12/05/2024	EW	Ohio Child Support Payment Central	\$3,058.00	O
832-2024	11/30/2024	12/05/2024	EW	Ohio Public Employees Deferred Compensati	\$600.00	O
833-2024	11/30/2024	12/05/2024	CH	FirstNet	\$1,129.36	O
834-2024	11/30/2024	12/05/2024	CH	Northwest Bank	\$125.80	O
835-2024	11/30/2024	12/05/2024	CH	DOMINION EAST OHIO	\$183.74	O
836-2024	11/30/2024	12/05/2024	CH	Fattmerchant	\$109.00	O
837-2024	11/30/2024	12/05/2024	CH	OHIO EDISON CO	\$1,132.38	O
838-2024	11/30/2024	12/05/2024	CH	Lexipol, LLC	\$3,902.13	O
839-2024	11/30/2024	12/05/2024	CH	Time Warner Cable - Northeast	\$469.93	O
840-2024	11/30/2024	12/05/2024	CH	WINDSTREAM	\$245.29	O
841-2024	11/30/2024	12/05/2024	CH	TERRY LUMBER CO	\$2,450.00	O
842-2024	11/30/2024	12/05/2024	CH	PayByPhone	\$1,026.75	O
843-2024	11/30/2024	12/05/2024	CH	Goodwin & Bryan, LLP	\$4,500.00	O
844-2024	11/30/2024	12/05/2024	CH	McCabe Corporation	\$4,797.63	O
845-2024	11/30/2024	12/05/2024	CH	VALLEY FIRE DISTRICT	\$14,442.63	O
846-2024	11/30/2024	12/05/2024	CH	County of Summit Insurance & Risk Mgt.	\$20,700.29	O
847-2024	11/30/2024	12/05/2024	CH	Targeting and Solutions Limited	\$38,252.00	O
Total Payments:					\$146,121.46	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$146,121.46	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

AGREEMENT

PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT
(Project No. 24-01)

This Agreement is entered into this _____ day of December, 2024, by and between the Village of Peninsula ("Village"), which address is 1582 Main St., Peninsula, Ohio 44264, by its Mayor and as authorized by the Council of said Village on December 10, 2024 and Hummell Construction Company (the "Contractor"), which address is 127 E. Main St., Ravenna, Ohio 44266.

WHEREAS, it was one of the conditions of said bid award that a formal contract should be executed by and between the Village and the Contractor, and the parties hereby enter into the within Agreement.

WITNESSETH:

That the Contractor has agreed and by these presents does agree for itself and its representatives, successors, and assigns, with the Village, as follows:

ARTICLE I. STATEMENT OF WORK. The Contractor shall furnish the materials and perform the work at the price bid for the Peninsula Village Hall and Police Station Modifications Project, Project No. 24-01, for a maximum consideration of: Two Hundred Eighty Thousand Dollars (\$280,000).

ARTICLE II. THE CONTRACT. The Specifications and Contract Documents, including the Project Plan Sheets, and Contractor's bid response for this project are incorporated herein and made a part of this Agreement as fully rewritten herein.

ARTICLE III. SITE INVESTIGATION. The Contractor hereby covenants and expressly agrees that it has full knowledge of the site, plans, specifications, contract documents, conditions, and circumstances relating to and/or affecting performance of work contemplated and covered by this Agreement.

ARTICLE IV. ACCEPTANCE. The Contractor hereby covenants and agrees that the affixing of his signature to this Agreement constitutes acceptance, without reservation, of its full intent to comply with the Agreement, Drawings, and Specifications.

ARTICLE V. TIME OF COMPLETION. All provisions of this Agreement relating to the time of performance and completion of the work are an important component of this Agreement. Accordingly, the Contractor shall begin work within 30 days from the date of the issued Notice to Proceed and shall fully and entirely perform this Agreement and the other work incident thereto within 120 consecutive calendar days from the date the Contractor commences work on the project (which shall be no later than 30 days from the date of the Notice to Proceed).

ARTICLE VI. LIQUIDATED DAMAGES. The Contractor further covenants and agrees that, in the event time of completion is delayed beyond the time stipulated in Article V. of this

Agreement by action or inactions attributable to the Contractor, the Village may retain monies due or that may become due to the Contractor in the amount of \$1,000 per day for each and every day (Sunday and legal holidays excluded) by which time of completion is delayed beyond time for completion stipulated in Article V. of this Agreement, and that such monies are expressly agreed and recognized as liquidated damages accruing to the Village incident to such delays and causing unanticipated and additional expenses to the Village.

ARTICLE VII. PAYMENT. Payment shall be made to the Contractor in accordance with and subject to the provisions embodied in the Specifications and Contract Documents made a part of this Agreement.

ARTICLE VIII. COMPLIANCE WITH LAW. The Contractor shall comply with all laws applicable to the Village of Peninsula or the State of Ohio, including but limited to the prevailing wage requirements. This Agreement shall be governed by the laws of the State of Ohio.

ARTICLE IX. DISPUTES. Any claim asserted pursuant to this Agreement shall be brought only in a court of competent jurisdiction sitting in Summit County, Ohio.

ARTICLE X. ENTIRE AGREEMENT. This Agreement, and the incorporated Specifications, Contract Documents, and Project Plan Sheets, shall constitute the entire agreement of the parties and shall not be altered except pursuant to a written instrument signed by the parties.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures as of the date set forth below.

VILLAGE OF PENINSULA, OHIO

Date

Daniel Schneider, Jr., Mayor

HUMMEL CONSTRUCTION COMPANY

Date

By: _____
(Authorized Signature)

(Printed Name)

(Title)

BID SET No. J

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE
PENINSULA VILLAGE HALL AND POLICE STATION
MODIFICATIONS PROJECT
Project No. 24-01
LOCATED IN THE
VILLAGE OF PENINSULA, SUMMIT COUNTY, OHIO

Submitted By: Hummel Construction / Marty Snode

Address: 127 E. Main St.

City: Ravenna State: OH Zip: 44266

Phone: O: 330-296-7316 C: 330-958-6201

Email Address: msnode@hummelconstruction.com

Bid Opening Date: Thursday, November 21, 2024 at 1:00 PM

Bid Submittal and Bid Opening Location:

Peninsula Village Hall
1582 Main Street
Peninsula, OH 44264

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PROJECT PLAN SHEETS (7 sheets - 24"x36")

**VILLAGE OF PENINSULA, OHIO
ADVERTISEMENT FOR BIDS**

Sealed bids will be received by the Administrative Clerk of the Village of Peninsula, Ohio at the Peninsula Village Hall, 1582 Main Street, Peninsula, Ohio 44264, until 1:00 P.M., local time on Thursday November 21, 2024, at which time and place the bids will be publicly opened for the following Contract:

PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT

Copies of the Instructions and Specifications, Contract Documents, and Plans are on file and may be examined at the office of the Village Administrative Clerk at 1582 Main Street, Peninsula, Ohio 44264. Copies may be obtained from the Village Administrative Clerk at a cost of \$75.00 for each set. Payment will be required in advance. Checks are non-refundable and shall be made payable to the Village of Peninsula. The Village Administrative Clerk, Faith Dorton, may be contacted at (330) 657-2151 and admin@villageofpeninsula-oh.gov.

The work to be performed under this contract consists of furnishing all labor, equipment, tools, materials and incidentals required for the complete interior modifications to the Peninsula Village Hall and Police Station as set forth in the Project Plans, Sheets 1-7 titled "Village Hall Modifications".

Each bidder is required to furnish with its proposal, a Bid Bond in accordance with Section 153.64 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation currently licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar nature, size, and complexity. The Village of Peninsula intends and requires that this project be completed within 120 days after the issuance of the Notice to Proceed after the award of this contract.

Bidders shall comply with the State of Ohio prevailing wage rates on Public Improvements in Summit County and Peninsula, Ohio as determined by the Ohio Department of Commerce, Wage and Hour Division.

All questions during the bidding period shall be directed to and addressed by the Village of Peninsula Solicitor, Brad Bryan, by e-mail at bbryan@qbs-llp.com.

A pre-bid meeting will be held at the Peninsula Village Hall on Wednesday, November 6, 2024 at 11:00 a.m. for the purpose of touring the facility and asking any questions. Entities planning to bid on the Project are encouraged to attend that meeting.

The Village of Peninsula reserves the right to accept any bidder, reject any or all bids or parts of any bids, and waive informalities in the bids should it be deemed to be in the best interests of the Village of Peninsula to do so.

Each sealed bid must be marked: **BID FOR PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT.**

Village of Peninsula
PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT

CONTRACT FORMS CHECKLIST

Forms listed below shall be completed and signed by the Bidder. Bids received with incomplete or unsigned forms will be considered incomplete and non-responsive and will be disqualified.

Check if
Completed:

1. Bidder's Qualifications, Pages "BQ-1" to "BQ-5"

2. Bid Proposal, Page "BP-1" to "BP-4"

3. Non-Collusion Affidavit, Pages "NCA-1" to "NCA-3"

4. Affidavit in Compliance with Section 3517.13 of the ORC, Page "AC-1"

Each bid must be accompanied by a Bid Bond, Certified Check, Cashier's Check, or Letter of Credit. The Contractor shall include the entire specification booklet, as originally purchased and bound, with the exception of the Plans. The Bidder shall include the completed above-mentioned items with his/her/its bid.

The Bidder shall read and be familiar with the following sections found in the Contract Documents, to determine the requirements of the following:

Bid Bond: Instructions to Bidders Sections "IB-6" and "IB-7"

Performance and Payment Bond: "PB-1" and "PB-2"

INSTRUCTIONS TO BIDDERS

All of this bound information must be kept intact and, together with any addenda issued, must be returned with the bid, otherwise the bid may be considered nonconforming.

The Bidder (Contractor) is cautioned to thoroughly familiarize himself/herself/itself with the Plans, Specifications, Contract Form, and Instructions to Bidders, including all supplements to the above. The Bidder (Contractor) shall also carefully note any regulations governing hours of work, minimum wages to be paid, and insurance requirements, etc., all which form part of this Bid and Contract Form as if they were printed herein.

It is clearly understood and agreed upon that the Contractor, in submitting a project bid proposal for this project to the Village of Peninsula, has, by careful examination, inspection, past construction experience from previous projects of similar scope and/or size, reviewed both the construction plans, bid specifications, and contract documents and all of the construction locations, all bid items, descriptions, general notes and information contained within the project contract and bid specifications and plans, and has satisfied himself/herself/itself as to the nature, scope, Village's desire to start project within 30 days after notice of award is signed; the conditions; the character, quality and quantity of the material(s) to be furnished and installed; the equipment and number of employees needed during the prosecution of the work and successful completion of said work; the general and local conditions; and ALL other matters which can, in any way, affect the work under this contract. The Contractor has also made every attempt to secure the best competitive bid from suppliers, distributors, subcontractor(s), companies, and businesses planned to be used for this project.

Payment to the Contractor shall be based on material/items installed complete and in place, as per plan, or as directed by the Village of Peninsula or its designated representative only.

Major deviations or modifications during construction, from that shown on, or the true intent of, the Construction Plans and/or Contract Documents/Specifications requiring more or less labor, equipment, usage, and material shall be authorized only by the Village of Peninsula or its authorized representative through the use of a Change Order. The Contractor may proceed with these deviations or modifications only after review and approval by the Village of Peninsula or its authorized representative. The project shall be constructed as per the plans unless otherwise directed by the Village of Peninsula or its authorized representative.

Your price BID shall include the following:

1. All labor, materials, tools, equipment, insurance, overhead, storage charges, and transportation necessary for the proper execution and successful completion of the work in accordance and as defined in these Bid Specifications and Construction Plans during the entire project period and to acceptance of the total project construction by the Village of Peninsula shall be the responsibility of the Contractor. Therefore, there shall not be any re-mobilization charges approved for any additional work added and/or deleted during the entire contract period as previously stated.
2. Include ALL the items, stipulations, requirements, conditions, and situations listed within this bid specifications and contract documents.

IB-1 ADVERTISEMENT

Information concerning title of the Project and method of securing contract documents appear in the ADVERTISEMENT FOR BID.

IB-2 BIDS

Sealed bids endorsed as designated in the ADVERTISEMENT FOR BID will be received at the Peninsula Village Hall, 1582 Main Street, Peninsula, Ohio 44264, until 1:00

P.M. on the date indicated in the ADVERTISEMENT FOR BID and thereafter will be publicly opened in the same place.

IB-3 FORM OF BID

- A. Every bid must be made upon the BID FORM attached hereto; must give the price in dollars and cents of each and every item of the work bid on, in figures, and must contain the full name and address of every person, firm, or corporation or the president or secretary of the corporation bidder, and if a corporation, the name of the state in which it is incorporated shall be provided. In the case of a partnership, the firm name and the address of each individual party must be given. Each bid must be clearly signed in longhand with the full name of a principal duly authorized to make contracts. In the case of a corporation, the title officer signing must be stated, and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the name using the term "Member of the Firm". In case of an individual, use the term "Doing Business as _____" or "Sole Owner". The complete form shall be without interlineation, alteration, or erasure.
- B. The bidder is directed to properly complete all forms contained in the Contract Documents in accordance with the following:
1. State the total amount of the bid in figures. The prices stipulated by the bidders shall be the prices for which the bidder agrees to supply and/or install the work as required by the Contract Drawings and Specifications. All items described are to be construed as complete and in place. The prices shall include all considerations required to perform the work, such as furnishing material, labor, equipment, overhead, and profit.
 2. All work shown on the Contract Drawings and described in the Specifications shall be included in the Bid.
 3. In the event the bidder is a joint venture, there shall be submitted with the Bid, certifications signed by the officers of each of the parties to the joint venture naming the individual who shall be the agent of the joint venture. The named agent shall sign all documents for the joint venture, and should the joint venture be the successful bidder, said agent shall act in all matters relative to the Contract Documents resulting therefrom for the joint venture.
 4. All Bids shall be entered on the form(s) provided without change, unless indicated otherwise in writing in the bid packet. Any additions, conditions, alternate bid items, limitations, or provision made by the bidder, except for any items listed on the BP-4 Substitution Form may render the Bid nonconforming and may be cause for rejection of his Bid, provided for under Section IB-12, "Consideration of Bids."

IB-4 SUBSTITUTION OF MATERIALS OR EQUIPMENT

Where items of equipment and/or materials are specifically identified in the specifications or on the drawings by a manufacturer's name, model, or catalog number, only such specific items may be used in the base bid. However, the intent of this specification is to describe the quality of materials and equipment and the results desired and not to limit competition. Bidders are invited to submit for consideration, substitute quotations for materials and equipment capable of performing in principle or detail from that specified. All substitute materials and equipment shall be made in America when possible. The Contractor is encouraged to Buy American when possible. Substitution

proposals must be accompanied by fully descriptive and technical data on material or equipment proposed, together with statement of amount of addition to or deduction from base bid, and shall include the cost of all necessary changes in other related equipment or services. Substitution proposals shall list every item of departure from the specified items. Prior approval by the Village is not required on items submitted for substitution for substitution consideration.

IB-5 BIDDER'S AFFIDAVITS

Each bidder is required to submit with his bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm, or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form which is attached hereto.

Each bidder who is a foreign corporation, that is a corporation not chartered in Ohio, but licensed to do business in Ohio, is required to submit with his bid an affidavit duly executed by a proper agent of the corporation stating that said foreign corporation has, in accordance with the provisions of the Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. (These certificates or certified copies of them are obtainable from the office of the secretary of State, Columbus, Ohio).

IB-6 BID GUARANTY

- A. Bid guaranty; alternative forms; conditions; liabilities; withdrawal of bid if bonding capacity would be exceeded; etc. shall be in accordance with Section 153.54 of the Ohio Revised Code. Parts of that Section are summarized below and in Section IB-7.
- B. The bid bond shall provide that if the bid is accepted, the bidder will enter into a Contract.
- C. In lieu of a bid bond, the certified or cashier's check shall provide that if the bid is accepted, the bidder will enter into a Contract. If the bidder enters into the Contract, the bidder shall, at the time he enters into the Contract, file a performance bond for the amount of the Contract as set forth in the bid documents.

IB-7 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK, OR LETTER OF CREDIT

- A. If the bidder fails to enter into the Contract, and the Village awards the Contract to the next lowest and best bidder, the bidder (and the surety on his bond) shall be liable to the Village for the difference between his bid and that of the next lowest and best bidder, or for a penal sum not to exceed ten percent of the amount of the bid, whichever is less. If the Village does not award the Contract to the next lowest and best bidder but rebids the project, the bidder failing to enter into the Contract (and the surety on his bond) shall be liable to the Village for a penal sum not to exceed ten percent of the amount of the bid or the actual costs incurred by the Village to rebid the project, whichever is less.
- B. When the Village awards a Contract to the second lowest and best bidder (because the lowest and best bidder failed to enter into a Contract) and such next lowest and best bidder also fails or refuses to enter into a Contract, the liability of such next lowest and best bidder shall be the amount of the difference between the bids of such next lowest and best bidder and the third lowest and best bidder, but not in excess of that

described in Paragraph "A". Liability on account of an award to any lowest and best bidder beyond the third lowest and best bidder shall be determined in like manner. Should the Village decide to Rebid the project, each bidder who failed or refused to enter into a Contract shall be liable for an equal share of a penal sum in connection with rebidding the project.

- C. Exceptions to Paragraphs "A" and "B" are as described in the Ohio Revised Code, Sections 9.31 and 153.54, Division (G).
- D. Bid guarantees, as described above, shall be returned to all unsuccessful bidders immediately after the Contract is executed.
- E. Bid Bonds, Performance and Payment Bonds, and Maintenance Bonds are provided and paid for by the Contractor.

IB-8 ADDENDA

Should a bidder find any discrepancy in or omission from the drawings, specifications, or any documents or instructions in the Bid Form and Contract Documents Book or should he/she/it be in doubt as to their meaning, he/she/it shall notify the Village in writing.

Any interpretation of the bid documents will be made only by addendum duly issued. A copy of such addendum will be either mailed, e-mailed, or delivered to each person who has purchased and obtained the entire Contract Documents packet, but ultimately it is the responsibility of each bidder to check with the Village of Peninsula prior to submission of his/her/its bid to be sure that he/she/it has received all addenda. The Village will not be responsible for any explanation or interpretation of the bid documents made other than by addenda duly issued. The Village will not be responsible for any oral instructions.

IB-9 EXAMINATION OF SITE OF WORK

- A. Bidders shall satisfy themselves as to the existing conditions of the premises where the work is to be done.
- B. Subject to the approval of the Village, prospective bidders may be permitted to explore the site.

IB-10 EVIDENCE OF ABILITY TO DO WORK

Bidders must present evidence to the Village, when required to do so, that they are fully competent and have the necessary facilities and pecuniary resources to deliver the materials and complete the work to be performed hereunder in a satisfactory manner and within the time specified.

Each Bidder shall include in his Bid Proposal information that demonstrates the following pre-qualifications:

1. That the Bidder employs individuals who are qualified with previous work-related experience and are either participants in or have graduated from a qualified apprentice training program and are certified at the various levels indicated within the Contract Provisions.

2. That the Bidder has performed other prevailing wage construction projects, and if violations have been found by the Ohio Department of Industrial Relations, indicates how such violations were corrected.

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request. In determining the award, consideration will be given to: (a) whether the Bidder maintains a permanent place of business; (b) the Bidder's financial status and organization; (c) the Bidder's record of experience in construction improvements of this type; and (d) the lowest and best submitted Bid.

IB-11 QUANTITIES. This Section has been intentionally left blank.

IB-12 CONSIDERATION OF BIDS

- A. It is agreed the Village, in making its determinations as to which bidder is the lowest and best bidder, may include in its consideration of the bidder the following: the experience and facilities for complying with the contract; the previous conduct and financial condition of the bidder and his/her reputation in the industry; and other factors which, in the opinion of the Village, could affect the performance of the contract. Bidders are advised that the Village will look with disfavor upon a bid in which prices appear to the Village to be unbalanced. The Village reserves the right to reject any bid which in its opinion appears unbalanced.
- B. The Village reserves the right to accept or reject any or all bids, and any part or parts of any bid, and the right to waive any informalities in the bids. In the awarding of a contract, the Village reserves the right to consider all elements entering the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, or obscure, or which contains additions not called for or erasures, is not on forms herein included and bound, or contains irregularities of any kind, may be considered nonconforming and subject to rejection.

IB-13 WAGE RATES

All Contractors and subcontractors involved with the project shall comply with the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and Division(B) Section 164.07 of the Ohio Revised Code.

IB-14 WITHDRAWAL OF BID

No withdrawal or modification of a proposal will be permitted after the scheduled time for receipt of bids. The Village of Peninsula reserves the right to hold all bids for a period of 60 days before acting thereon, and no bidder may withdraw or alter his bid during such period.

IB-15 PRE-BID QUESTIONS

Any Pre-Bid questions shall be submitted by e-mail to:
Village of Peninsula
ATTN: Brad Bryan, Village Solicitor
E-Mail: bbryan@pbs-llp.com

No questions will be answered that are received within 96 hours (4 days) of the scheduled bid opening.

IB-16 UNACCEPTABLE BIDS

No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or in default to the Village of Peninsula upon any debt or contract or that is a defaulter, as Surety or otherwise on any obligation to the Village of Peninsula or has failed to perform faithfully any previous Contract(s) with the Village of Peninsula. A Bid received from a Contractor that is or was affiliated with a Contractor operating under another alias and has litigated a claim against the Village of Peninsula will be rejected.

Two proposals from a firm, corporation, or association under different names will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one Proposal for this work will be cause for the rejection of all Proposals in which he is interested. When there is reason to believe that there is collusion or combination among the bidders, the bids of those concerned will be rejected.

IB-17 CONTRACT PRICE ADJUSTMENTS

There will be no adjustments in the contract bid prices during the life of the contract due to either increases or reductions in the cost of labor, material, supplies, or equipment used in the project. The unit and/or lump sum prices bid for each item in the contract will be honored for the entire duration of the contract, provided the original contract time and any extensions granted by the Village of Peninsula do not exceed 360 calendar days. Bidders are advised that claims for additional costs due to increased fuel costs will be denied.

IB-18 ESCROW ACCOUNT

There will be no escrow account for this contract established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code.

IB-19 UNRESOLVED FINDING FOR RECOVERY

The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code 9.24, or that it has taken the appropriate remedial steps required under Section 9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the state hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

IB-20 This Section has intentionally been left blank.

IB-21 OHIO ETHICS LAW

Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

RESPONSIBLE CONTRACTING STANDARDS AND PROCEDURES

If requested by the Village after the bids have been opened, any bidder shall be required to provide the Village, within 96 hours, any of the following information necessary to ascertain the pecuniary and financial responsibility, accountability, reliability, skill, capacity, judgment, integrity, and moral worth of the Contractor's ability to do business with the Village of Peninsula:

- (1) Documentation from previous projects regarding timeliness of performance, quality of work, extension requests, fines, and penalties imposed and payment thereof, liens filed, history of claims for extra work, and contract defaults, together with explanation of same.
- (2) Identification and description of any projects within the previous five years that the Contractor was determined by a public entity not to be a responsible bidder, the reason the reasons given by the public entity, together with an explanation thereof.
- (3) An adequate demonstration of financial responsibility which may include, in the Mayor's discretion, a financial statement assuring that the Contractor possesses adequate resources and availability of credit and the means and ability to procure insurance and bonds required for the project.
- (4) Disclosure of any suspension or revocations of any professional license of any director, officer, owner, or managerial employee of the Contractor, to the extent that any work to be performed is within the field of such licensed profession.
- (5) Disclosure of all OSHA violations within the previous 3 years, as well as all notices of OSHA citations field against the Contractor in the same 3-year period, together with a description and explanation of remediation and other steps taken regarding such violations and notices of violation.
- (6) Disclosure of all violations within the previous 5 years pertaining to unlawful intimidation or discrimination against any employees by reason(s) of race, creed, color, disability, sex, or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
- (7) Disclosure of any litigation in which the Contractor has been named as a defendant or third-party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous 5 years.
- (8) Disclosure of allegations of violations of the prevailing wage law and any other state or federal labor law including, but not limited to, child labor law violations, failure to pay wages, or unemployment insurance tax delinquencies, or unfair labor practices within the past 5 years.
- (9) Disclosure of violations of the workers compensation law.
- (10) Disclosure of any criminal convictions or criminal indictments, involving the Contractor, its officers, directors, owners and/or managerial employees, within the past 5 years, including charges involving federal, state, or municipal environmental and/or health laws, codes, rules, and/or regulations.

BIDDER'S QUALIFICATIONS

Company Name: Hummel Construction Company

Physical Address: 127 East Main St
number, street name, building, unit
Reverna OH 44266
City / Township / Village State Zip Code

Mailing Address:
(if different than Physical Address)
P.O. Box No.
City / Township / Village State Zip Code

Telephone Number (w/ area code): { 330 } 296-7316

E-Mail Address: bids @ hummelconstruction.com

The undersigned warrants the truth and accuracy of all statements and answers herein contained. If statements apply to the Bidder operating under a name other than the name of the Bidder, an explanation shall be attached. Failure to complete the questionnaire in its entirety shall render a Bid non-responsive. Include additional sheets if and as necessary.

1. How many years has your organization been in business as a General Contractor?
53
2. Describe and provide the date and Owner of the last project you have completed that is similar in type, size and nature as the project currently being bid.
See Attached
3. Within the last 10 years, have you ever failed to complete work awarded to you? If so, where and why?
No
4. Provide information listing up to three (3) projects your company has performed and completed within the last ten (10) years. In the spaces below, project characters similar to that included under this proposed Contract will enable the Village to judge of his/her responsibility, experience, skill, and financial standing. Note, Bids from the Contractors inexperienced in this particular type of work will not be considered.

Village of Peninsula
PENNSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT

1st Project

Project Name & Location: University Hospitals-Portage
Project Construction Cost (\$): \$500,000+
Type of Work Performed: General Construction
Reference Entity of Who you Worked For: UH Portage
Reference Name /Contact Worked for: Brian Adams
Reference Street Address of Contact: 6847 N. Chestnut
Reference City, State and Zip Code: Ravenna, OH 44266
Reference Telephone Number: 330-2297-0811
Reference E-Mail Address: brian.adams@uhhospitals.org

2nd Project

Project Name & Location: Kent State University-CAED & Others
Project Construction Cost (\$): \$5,064,573+
Type of Work Performed: General Construction
Reference Entity of Who you Worked For: Kent State-State of Ohio
Reference Name /Contact Worked for: Mike Wasowski
Reference Street Address of Contact: 615 Loop Road
Reference City, State and Zip Code: Kent, OH 44242
Reference Telephone Number: 330-672-3880
Reference E-Mail Address: mwasowsk@kent.edu

3rd Project

Project Name & Location: Axess Pointe Community Health Centers
Project Construction Cost (\$): \$4,055,636
Type of Work Performed: General Construction
Reference Entity Who you Worked For: Axess Pointe Community Health
Reference Name /Contact Worked for: Mark Frisone
Reference Street Address of Contact: 1400 S. Arlington St
Reference City, State and Zip Code: Akron, OH 44366
Reference Telephone Number: 330-724-5471
Reference E-Mail Address: mfrisone@axesspointe.org

5. Have you personally inspected the site of the proposed work under this Contract?
Yes
6. Will you subcontract any part of this Work? Please provide the items and specific amounts of work assigned to each listed Subcontractor. Use the word 'self' if proposing to perform the Work with your own forces. Include additional sheets if necessary.

Village of Peninsula
PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT

Subcontractor 1 Name: _____

Address: _____

City, State, Zip: _____

Description of Work: Electrical

Phone: (____) _____ Amount: \$ _____ % of Contract: _____

Subcontractor 2 Name: _____

Address: _____

City, State, Zip: _____

Description of Work: Plumbing

Phone: (____) _____ Amount: \$ _____ % of Contract: _____

Subcontractor 3 Name: _____

Address: _____

City, State, Zip: _____

Description of Work: HVAC

Phone: (____) _____ Amount: \$ _____ % of Contract: _____

7. What equipment do you own that is available for the Work under this Contract?
All-hand tools through ride on equipment are all owed

8. What equipment will you purchase for the Work under this Contract?
None

9. What equipment will you rent for the Work under this Contract?
None

BIDDER IS: Hummel Construction Company

SOLE PROPRIETORSHIP

(Individual's Signature)

(Individual's Name)

Village of Peninsula
PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT

Doing business as _____

Business address: _____

Phone No.: () _____

PARTNERSHIP

(Partnership Name) (SEAL)

(General Partner's Signature)

(General Partner's Name)

Business address: _____

Phone No.: () _____

CORPORATION

Hummel Construction Company

(Corporation Name)

Ohio

(State of Corporation)

By: Eric W. Hummel

(Name of person / officer authorized to sign)

Eric W. Hummel

(Authorized Signature)

Business address: 127 East Main Street

Ravenna, OH 44266

Phone No.: (330) 296-7316

Village of Peninsula
PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT

NOTES: THIS BID MUST BE SIGNED IN THE SPACES INDICATED.
ERASURES AND/OR ILLEGIBLE HAND-WRITING MAY INVALIDATE THIS BID.

**BID PROPOSAL (pages BP-1 - BP-4)
FOR THE
VILLAGE OF PENINSULA
PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS
PROJECT
(Project No. 24-01)**

**LOCATED IN THE
VILLAGE OF PENINSULA, SUMMIT COUNTY, OHIO**

TO: MAYOR AND COUNCIL, VILLAGE OF PENINSULA, OHIO

The Undersigned (aka, Bidder) certifies that he/she/it has carefully examined the Contract Documents as defined in the General Conditions and has inspected the site of the projected work.

The Undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Contract Documents be pleaded.

Based on the Contract Documents, the Undersigned proposed to furnish all necessary apparatus, machinery, tools, and other means of construction, to perform all the work and furnish all the materials in the manner specified, to finish the entire project within the time hereinafter proposed, and to accept as full compensation therefor the sum or sums set forth herein.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within 7 days after the Notice of Award of contract has been received.

The Undersigned further proposes to begin work as specified in the General Conditions, and to complete the work at the time fixed by the Village, which is 120 days after receipt of written Notice to Proceed from the Village to commence work.

The Undersigned deposits with this Bid a Bid Bond to the Village of Peninsula signed by a surety company authorized to do business in Ohio, in the total sum of:

\$ _____ (at least 10% of the amount of the bid), or

a cashier's check or certified check on a solvent bank in the total sum of:

\$ _____ (at least 10% of the amount of the bid), payable to the Village of Peninsula, as security that if he/she be awarded the contract, he/she will enter into a written contract and secure the performance of the same by a bond of an approved surety company authorized to do business in Ohio and satisfactory to the Village of Peninsula Solicitor, in the sum equal to the total price bid, and in conformity with the provisions of the Codified Ordinances of the Village of Peninsula and Ohio Law.

The Undersigned further agrees that if the Bid is accepted and the contract is awarded and he shall fail to execute said contract and furnish the satisfactory performance bond, as required, then the Village may, at its option, declare the contract abandoned and this Bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the Village, or the certified or cashier's check shall be forfeited to and become the property of the Village, as

Village of Peninsula
PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT

liquidated damages. Otherwise, the Bid Bond or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

The Undersigned further certifies that he (as an individual, firm or corporation making this Bid) is not in arrears or default to the Village of Peninsula upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said Village, nor has failed to perform faithfully any previous contract with said Village and that there is no suit or claim pending as to any such arrears or default.

The Undersigned understands that the prices contained herein cover the costs of all materials to be furnished and work to be performed in the construction and installation of the various items of the public improvement bid upon, complete and ready for service, and includes the cost of bonds, insurance, and every other item of expense incident to the contract.

The Undersigned represents that he (if an individual) and all the partners in the partnership (if a partnership), are citizens of the United States of America.

THE UNDERSIGNED UNDERSTANDS THAT THE VILLAGE OF PENINSULA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

SIGN HERE

X Eric W. Hummel

PRINT NAME HERE

X Eric W. Hummel

DATE: 11/21/24

The firm, corporation, or individual name MUST BE SIGNED IN SPACE INDICATED.

President

Title of Officer

127 E. Main Street

Ravenna, OH 44266

Business Address of Bidder

Ohio

State Where Incorporated

If the Bidder is a firm, or corporation, the title of the officer signing and the State in which incorporated shall be indicated.

NOTE:

Bidder must fill in all blank spaces on pages "BP-3" and "BP-4" with the required information and signatures; and must insert the price for the work in the space provided in the next succeeding bid form sheet and sign and insert date in the indicated spaces on each page thereon.

BID FORM To: Village of Peninsula
For: Peninsula Village Hall and Police Station Modifications Project.

Note: See Instruction to Bidders for details and instructions for completing this Bid Form. Please write clearly.

The undersigned, having examined the proposed Contract Documents for the Peninsula Village Hall and Police Station Modifications Project,

Acknowledges receipt of addenda numbers: _____
and having visited the site and examined the conditions of the work, hereby proposes and agrees to furnish all labor and material, equipment and to perform operations necessary to complete the project for which the quotation has been submitted. The intent of this bid document is to establish each bidder's total price for each project.

GENERAL CONSTRUCTION PRIME CONTRACTOR.

The General Construction Prime Contractor shall obtain all required permits, perform all work designated on the Contract Documents, and coordinate all Sub-Contractors.

TOTAL BID AMOUNT:

TWO HUNDRED EIGHTY THOUSAND Dollars
(\$ 280,000.00)

Bidder of this proposal agrees, if awarded a contract, to substantially complete this project within 120 calendar days after receiving issued permits and a written notice to proceed from the Village of Peninsula, Ohio. The undersigned agrees to comply with and be bound by the instructions to bidders issued for this work.

It is understood and agreed that the Village has the right to reject any and all bids and to waive any

irregularities and informalities. Furthermore, it is understood that the Village, at its option, may accept or reject any offer stated above.

BIDDING COMPANY'S NAME: Hummel Construction Company

SIGNED BY: Eric W. Hummel **TITLE:** President
(Authorized Signature)

NAME OF SIGNATOR: Eric W. Hummel **DATE:** 11/21/24
(Print Name)

BID FORM

To: Village of Peninsula
 For: Peninsula Village Hall and Police Station Modifications Project

Note: See Instruction to Bidders for details and instructions for completing this Bid Form. Please print and write clearly.

SUBSTITUTION LISTING

The Contract Sum proposed by the undersigned on the previous bid form is for the work as shown on the Plans, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the bidder's proposed Contract Sum will be adjusted by the amount shown.

Specified Product or material:	Drawing number Spec Section:	Proposed substitution:	Proposed adjustment in Contract Sum:

REVISED BID TOTAL AMOUNT:

_____ Dollars
 (\$ _____)

BIDDER:
 Hummel Construction Company

by Eric W. Hummel

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Hummel Construction Company

127 East Main Street Ravenna, OH 44266

as principal and Liberty Mutual Insurance Company

as sureties, are hereby held and firmly bound unto Village of Peninsula

1582 Main Street Peninsula, OH 44264

as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on November 21, 2024 to undertake the project known as Peninsula Village Hall and Police Station Modifications Project

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____

(\$ _____) dollars,

(If the foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for the above referred project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect, if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 21st day of November, 2024

PRINCIPAL
Hummel Construction Company

BY: Erin W. N...

TITLE: President

SURETY: Liberty Mutual Insurance Company

BY: Nicole Green
Attorney-in-Fact

Nicole Green



SURETY COMPANY ADDRESS:

8041 Montgomery Road, Ste. 150E

Street

Cincinnati, OH 45236

City State Zip

SURETY AGENT'S ADDRESS:

AssuredPartners of Ohio, LLC

3300 Kinross Lakes Parkway #300

Richfield, OH 44266



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOW ALL PERSONS BY THESE PRESENTS: That the Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (together collectively called the "Companies"), pursuant to and by authority hereinafter set forth, does hereby name, constitute and appoint Nicole Green all of the city of Richfield, State of OH to true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Highway Construction Company
Obligee Name: Village of Peninsula
Surety Bond Number: Bid Bond and Contract Bond

Bond Amount: Bid Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or officers of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of September, 2024



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerla
Nathan J. Zangerla, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 8th day of September 2024, before me personally appeared Nathan J. Zangerla, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, executes the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Pymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2026
Commission Number 112544

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are herein fully recited and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power in and to the Corporation by their signature and execution of any such instruments and in all other respects the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be renewed at any time by the Board, the Chairman, the President or by the officer or officers exercising such power or authority.

ARTICLE XII - Execution of Contracts: Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary in and to behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to make thereunto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerla, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Lowelyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTAMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of November, 2024



By: Renee C. Lowelyn
Renee C. Lowelyn, Assistant Secretary

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 03/15/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

LIBERTY MUTUAL INSURANCE COMPANY

of Massachusetts is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Guaranteed Renewable A & H
Aircraft	Inland Marine
Allied Lines	Medical Malpractice
Boiler & Machinery	Multiple Peril - Commercial
Burglary & Theft	Multiple Peril - Farmowners
Collectively Renewable A & H	Multiple Peril - Homeowners
Commercial Auto - Liability	Noncancellable A & H
Commercial Auto - No Fault	Nonrenew- Stated Reasons (A&H)
Commercial Auto - Physical Damage	Ocean Marine
Credit	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	

LIBERTY MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$69,850,735,943, liabilities in the amount of \$47,860,270,390, and surplus of at least \$21,990,465,553.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director





LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT - DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits.....\$1,850,245,073.00	Unearned Premiums \$10,298,963,305.00
*Bonds - U.S. Government.....\$3,859,565,383.00	Reserve for Claims and Claims Expense..... \$28,848,537,243.00
*Other Bonds.....\$21,048,805,773.00	Funds Held Under Reinsurance Treaties \$360,714,151.00
*Stocks.....\$18,937,271,802.00	Reserve for Dividends to Policyholders \$1,310,198.00
Real Estate.....\$122,228,711.00	Additional Statutory Reserve \$296,126,000.00
Agents' Balances or Uncollected Premiums . . \$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities..... \$7,622,413,488.63
Accrued Interest and Rents.....\$186,906,667.00	Total..... \$47,428,064,383.63
Other Admitted Assets.....\$15,677,869,683.63	Special Surplus Funds.....\$209,508,757.00
Total Admitted Assets.....\$70,891,553,519.63	Capital Stock.....\$10,000,075.00
	Paid In Surplus.....\$13,834,887,480.00
	Unassigned Surplus.....\$9,409,112,836.00
	Surplus to Policyholders \$23,463,489,158.00
	Total Liabilities and Surplus..... \$70,891,553,519.63

* Bonds are stated at amortized or investment value, Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

Village of Peninsula
PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT

NON-COLLUSION AFFIDAVIT

NOTE: This affidavit, properly executed and containing all required information must accompany your bid. **IF YOU FAIL TO COMPLY YOUR BID MAY NOT BE CONSIDERED.**

STATE OF OHIO)
COUNTY OF SUMMIT) SS
Eric W. Hummel

Sworn deposes and says: _____ being first duly

Individual Only:

That he/she is an individual doing business under the name

of _____

at _____ in the

City of _____ State of _____

Partnership Only:

That he/she is duly authorized representative of a partnership doing business under the name of _____

at _____ in the

City of _____ State of _____

Corporation Only:

That he is the duly authorized qualified and/or acting President

_____ of Hummel Construction Company

_____ a corporation organized and existing under the laws of the State of Ohio

and that he/she, said partnership or said corporation, is filing herewith a proposal or bid to the Village of Northfield, in conformity with the foregoing specifications.

Village of Peninsula

PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT

Individual Only:

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract:

Affiant further says that he/she is represented by the following attorneys:

and is also represented by the following resident agents in the City of _____

Partnership Only:

Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership:

Affiant further says that the said partnership is represented by the following attorneys:

and is also represented by the following resident agents in the City of _____

Corporation Only:

Affiant further says that the following is a complete and accurate list of the officers, directors, and attorneys of said corporation:

President: Eric W. Hummel

Directors:

Vice-President: Martin L. Snode

Secretary: Martin L. Snode

Treasurer: / Controller: Ronald Ayers

Manager or Agent:

Attorneys:

Village of Peninsula
PENINSULA VILLAGE HALL AND POLICE STATION MODIFICATIONS PROJECT

and the following officers are duly authorized to execute contracts on behalf of said corporation:
Eric W. Hummel, Martin Snode, Ronald Ayers

Affiant further says that the proposal or bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, or to secure any advantage against the Village of Peninsula, or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not directly or indirectly, submitted his/her/its bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid to or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his/her/its general business, and further that said bidder will not pay or agree to pay, directly or indirectly, any association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the contract above referred to in the event the same is awarded to

Hummel Construction Company

(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here)



Sworn to before me and subscribed in my presence this 21st day of Nov., 2024.


Notary Public



BING LIU
Notary Public, State of Ohio
My Commission Expires
June 20, 2027

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF OHIO
COUNTY OF SUMMIT

SS:

Personally appeared before me the undersigned, as an individual or as a representative of
Hummel Construction Company for a contract for Construction
(Name of Entity) (Type of Product or Service)

to be let by the Village of Peninsula who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has individually made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any holders of public office having ultimate responsibility for the award of the contract or their individual campaign committees:
 - a. myself (if applicable);
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to holders of public office having ultimate responsibility for the award of the contract or their individual campaign committees:
 - a. myself (if applicable);
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section;
 - f. any political action committee affiliated with any person identified in divisions (a) through (c) of this section.

Signature Eric W. Hummel Title: President

Sworn to before me and subscribed in my presence this 21st day of Nov., 2024



BING LUO
Notary Public, State of Ohio
My Commission Expires
June 20, 2027

My Commission Expires: June 20, 2027

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 19-2024
INTRODUCED BY: _____
DATE PASSED: _____

AN EMERGENCY RESOLUTION AMENDING THE EMPLOYEE POSITION LIST AND WAGE SCALE FOR 2025, 2026, AND 2027

WHEREAS, the current employee pay scale runs through the end of 2024; and

WHEREAS, the Mayor has made recommendations to Council with respect to an employee pay scale for the years 2025, 2026, and 2027; and

WHEREAS, Council desires to establish an employee pay scale for the above years.

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

SECTION 1. Council hereby amends the Village Employee Position List and Pay Scale for all Village employees for the years 2025, 2026, and 2027, as set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. 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.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason Council desires to ensure that the 2025 pay raises are effective immediately on January 1, 2025 to avoid the need for the Fiscal Officer to make retroactive pay adjustments. Therefore, this Resolution shall take immediate effect upon its passage.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2024.

Passed:

Daniel Schneider, Jr., Mayor

Attest:

Katie Iaconis, Fiscal Officer

Approved as to Legal Form.

Bradric T. Bryan, Solicitor

I, Katie Iaconis, 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 _____, 2024.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, 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 _____, 2024, 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.

Katie Iaconis, Fiscal Officer

VILLAGE OF PENINSULA EMPLOYEE POSITION LIST AND WAGE SCALE

POLICE DEPARTMENT

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Auxiliary (NHS*)	\$21.00/hr.	\$23.00/hr.	\$24.00/hr.	\$25.00/hr.
Auxiliary/Part-Time (VS*)	\$22.00/hr.	\$24.00/hr.	\$25.00/hr.	\$26.00/hr.
Auxiliary/Part-Time (ES*)	\$23.00/hr.	\$25.00/hr.	\$26.00/hr.	\$27.00/hr.
Part-Time	\$22.00/hr.	\$24.00/hr.	\$25.00/hr.	\$26.00/hr.
Full-Time	\$24.50/hr.	\$27.00/hr.	\$28.00/hr.	\$29.00/hr.
Corporal		\$27.50/hr.	\$28.50/hr.	\$29.50/hr.
Sergeant	\$25.75/hr.	\$28.25/hr.	\$29.25/hr.	\$30.25/hr.
Chief	\$27.50/hr.	\$30.00/hr.	\$31.00/hr.	\$32.00/hr.
Reserve Officers	unpaid	<u>unpaid</u>	<u>unpaid</u>	<u>unpaid</u>

***NHS** refers to **New Hire Status**. New Hire Status means an officer that is newly hired to the Department that has less than ten years of service as a police officer.

***VS** refers to **Veteran Status**. Veteran Status means an officer that has at least ten years of service as a police officer or an officer that was hired by the Village prior to 2011.

***ES** refers to **Elite Status**. Elite status means an officer that has 30 or more years of service as a police officer.

Field Training Officers. Full-Time Police Officers that are designated as Field Training Officers shall receive .75c per hour above their designated pay rate for all hours worked while actively training a newly hired officer. Auxiliary or Part-Time Officers that are designated as Field Training Officers shall receive .75c per hour above their designated pay rate for all hours worked while actively training a newly hired officer.

Shift Differential Pay. Auxiliary or Part-Time Officers who work a weekend afternoon shift shall receive shift differential pay in the amount of .25c per hour for all hours worked on a weekend afternoon shift. Auxiliary or Part-Time Officers who work the midnight shift shall receive shift differential pay in the amount of .50c per hour for all hours worked on the midnight shift.

Limit on Pay Incentives. Auxiliary or Part-Time Officers shall be entitled to only the highest paying of the above incentive pay stipends for hours worked. Incentive pay stipends may not be combined for the same hours worked.

The Village is reimbursed for its costs associated with paying the Police Officers that are performing the duties set forth below by the National Park Service or the Summit County OVI Task Force. Officers performing those duties shall be paid at the following rates.

CVNP Sponsored Foot Patrol Officer	\$19.97/hr.
OVI Task Force Officer	\$30.00/hr.

SERVICE DEPARTMENT

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Full-Time Supervisor	\$25.00/hr.	\$30.00/hr.	\$31.00/hr.	\$32.00/hr.
Full-Time	\$20.50/hr.--\$21/hr.	\$23.50/hr.	\$24.50/hr.	\$25.50/hr.
Part-Time	\$18.00/hr.--\$21/hr.	\$21.00/hr.	\$22.00/hr.	\$23.00/hr.
Seasonal	\$18.00/hr.--\$21/hr.	\$21.00/hr.	\$22.00/hr.	\$23.00/hr.

ADMINISTRATIVE OFFICE

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
FT Admin. Asst.	\$25.00/hr.	\$27.00/hr.	\$28.00/hr.	\$29.00/hr.
PT Admin. Asst.	\$20.50/hr.	\$21.00/hr.	\$22.00/hr.	\$23.00/hr.
PT Assistant. Admin. Asst.	\$18.50/hr.	\$19.00/hr.	\$20.00/hr.	\$21.00/hr.

FISCAL OFFICER (Part-Time up to 20 Hours per Week)

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
	\$29.00/hr.	\$31.00/hr.	\$32.00/hr.	\$33.00/hr.

ZONING OFFICER

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
	\$250/mo.	\$300/mo.	\$325/mo.	\$350/mo.

SOLICITOR/PROSECUTOR

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Bradric Bryan	\$27,000/yr. sal.	\$36,000/yr.	\$39,000/yr.	\$42,000/yr.
Goodwin & Bryan, LLP	\$4,500/mo.	\$4,500/mo.	\$4,650/mo.	\$4,800/mo.
	av. 50 hrs/mo	av 55 hrs/mo	av 55 hrs/mo	av 55 hrs/mo

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 22-2024
INTRODUCED BY: _____
DATE PASSED: _____

**A RESOLUTION ESTABLISHING A TEMPORARY OPERATING BUDGET AND
MAKING TEMPORARY APPROPRIATIONS FOR CURRENT EXPENSES AND
OTHER EXPENDITURES OF THE VILLAGE FOR THE PERIOD FROM
JANUARY 1, 2025 THROUGH MARCH 31, 2025**

WHEREAS, at the direction of the Mayor and Council, Katie Iaconis, the Fiscal Officer, has prepared the attached Temporary Operating Budget and Temporary Appropriations for current expenses and other expenditures for the period from January 1, 2025 through March 31, 2025; and

WHEREAS, Village Council deems it necessary and proper to exercise its authority over the budget and appropriations by authorizing and certifying the within Temporary Operating Budget and Appropriation Resolution for the period from January 1, 2025 through March 31, 2025.

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

SECTION 1. That in order to provide funds for the current expenses and other expenditures of the Village for the period from January 1, 2025 through March 31, 2025, the following budget and appropriations are hereby made, by fund, that are set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. 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 3. This Resolution shall take effect and be in force as of the earliest date permitted by law.

RESOLUTION 22-2024
PAGE TWO

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2024.

Passed:

Daniel Schneider, Jr., Mayor

Attest:

Katie Iaconis, Fiscal Officer

Approved as to Legal Form.

Bradric T. Bryan, Solicitor

I, Katie Iaconis, 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 _____, 2024.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, 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
_____, 2024, 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.

Katie Iaconis, Fiscal Officer

1000 GENERAL FUND

POLICE DEPT.	
PERSONAL SERVICES	\$ 225,000.00
OTHER EXPENDITURES	\$ 150,000.00
MAINT. DEPT.	
PERSONAL SERVICES	\$ -
OTHER EXPENDITURES	\$ 50,000.00
MAYOR/ADMINISTRATIVE DEPT.	
PERSONAL SERVICES	\$ 35,000.00
OTHER EXPENDITURES	\$ 10,000.00
LEGISLATIVE DEPT.	
PERSONAL SERVICES	\$ 20,000.00
OTHER EXPENDITURES	\$ 25,000.00
FINANCE DEPT.	
PERSONAL SERVICES	\$ 12,000.00
OTHER EXPENDITURES	\$ 10,000.00
LAND/BUILDINGS DEPT.	
PERSONAL SERVICES	\$ -
OTHER EXPENDITURES	\$ 40,000.00
GENERAL GOVERNMENT OPERATIONS	
OTHER EXPENDITURES	\$ 100,000.00
TOTAL GENERAL FUND EXPENDITURES:	\$ 677,000.00

2011 SCMR FUND

MAINT. DEPT.	
PERSONAL SERVICES	\$ 45,000.00
OTHER EXPENDITURES	\$ 20,000.00
TOTAL SCMR FUND EXPENDITURES:	\$ 65,000.00

2901 ROAD LEVY FUND

MAINT. DEPT.	
PERSONAL SERVICE	\$ -
OTHER EXPENDITURES	\$ 50,000.00
TOTAL ROAD LEVY FUND EXPENDITURES:	\$ 50,000.00

2902 POLICE LEVY FUND

POLICE DEPT.	
PERSONAL SERVICE	\$ -
OTHER EXPENDITURES	\$ 50,000.00
TOTAL POLICE LEVY EXPENDITURES:	\$ 50,000.00

4902 CVNP CAPITAL GRANT FUND

LEGISLATIVE DEPT.	
OTHER EXPENDITURES	\$ 250,000.00
TOTAL CVNP CAPITAL GRANT FUND EXPENDITURES:	\$ 250,000.00

TOTAL ALL FUNDS EXPENDITURES: \$ 1,092,000.00

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 23-2024
INTRODUCED BY: _____
DATE PASSED: _____

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DISPATCH SERVICE AGREEMENT WITH THE CITY OF HUDSON

WHEREAS, the City of Hudson presently provides dispatch service for the Village pursuant to an agreement that expires on December 31, 2024; and

WHEREAS, the Village and Hudson desire to enter into a new three year agreement for Hudson to provide dispatch service to the Village for the 2025, 2026, and 2027 calendar years.

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

SECTION 1. Council hereby and herein authorizes and directs the Mayor to execute the attached Dispatch Service Agreement with the City of Hudson for the 2025, 2026, and 2027 calendar years.

SECTION 2. 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 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula because the Village requires dispatch services in order to properly protect the community and the Village desires for this successor agreement to be in place as of the expiration date of the present agreement. Therefore, this Resolution shall take immediate effect upon its passage.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2024.

Passed:

Daniel Schneider, Jr., Mayor

Attest:

Katie Iaconis, Fiscal Officer

Approved as to Legal Form.

Bradric T. Bryan, Solicitor

I, Katie Iaconis, 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 _____, 2024.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, 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 _____, 2024, 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.

Katie Iaconis, Fiscal Officer

DISPATCH SERVICE AGREEMENT

Pursuant to R.C. 737.04 and 737.041 together with the exercise of the powers set forth in the Charter and the Constitution, this Agreement is made this _____ day of _____, 2024 by and between the CITY OF HUDSON, OHIO ("Hudson") and the VILLAGE OF PENINSULA, OHIO ("Peninsula") (Hudson and Peninsula are collectively referred to herein as the "Parties").

In consideration of the mutual promises herein contained, the Parties agree as follows:

1. **Purpose.** Hudson will provide 24-hour, seven days per week dispatching services for Peninsula Police Department (hereinafter, the "Service").
2. **Term.** The term of this Agreement shall be three years beginning January 1, 2025 and shall continue in full force and effect until and including December 31, 2027.
3. **Price.** Peninsula agrees to pay Hudson the following amounts for provision of the Service:
 - a. Service from January 1, 2025 - December 31, 2025, due and payable January 1, 2025: \$33,000.00.
 - b. Service from January 1, 2026 - December 31, 2026, due and payable January 1, 2026: \$33,000.00.
 - c. Service from January 1, 2027 - December 31, 2027, due and payable January 1, 2027: \$33,000.00.
4. **Waiver/Hold Harmless.** Peninsula releases and covenants not to sue for any claim related to any Services provided hereunder and agrees to defend, indemnify and hold harmless Hudson, its employees, elected officials, members of the Hudson Police Department, including its chief of police, police officers, and dispatchers individually from any and all liability related to or arising out of the performance of this Agreement.
5. **Insurance.** During the term of this Agreement, Peninsula shall purchase and keep in place general liability insurance of not less than \$3,000,000.00 (\$1,000,000.00 general liability and \$2,000,000.00 liability umbrella coverage) insuring against liability as a result of any act or omission of Peninsula, Hudson or their respective officers or employees. Hudson shall be named as an additional insured under the aforementioned policies.
6. **Cancellation.** Either party may cancel the services of this Agreement with at least ninety (90) days written notice to the other party.
7. **Modification.** Any modification to this Agreement shall be in writing and signed by both Parties.
8. **Assignment.** This Agreement is personal. Neither party may assign this Agreement without the Written consent of the other party.

9. Separability. This Agreement is separable. If any provision of this Agreement is declared void or invalid by any court of competent jurisdiction, all other provisions of this Agreement remain binding.

10. Entire Agreement. This Agreement is the entire understanding of the Parties. Any promise or condition not contained in this Agreement is not binding on the Parties.

11. Authorization. This Agreement is entered into pursuant to Resolution No. 2021-106 of the City of Hudson, Ohio and Resolution No. _____ of the Village of Peninsula, Summit County, Ohio.

12. Counterparts / Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. 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 an electronic signature of any other Party delivered in such a manner as if such signature were an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement at Hudson, Ohio.

CITY OF HUDSON, OHIO

VILLAGE OF PENINSULA, OHIO

By: _____
Thomas J. Sheridan
City Manager, City of Hudson

By: _____
Daniel Schneider Jr.
Mayor, Village of Peninsula

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Marshal Pitchford
City Solicitor, City of Hudson
1140 Terex Road
Hudson, OH 44236
330-342-1700

Bradric Bryan
Village Solicitor, Village of Peninsula
1582 Main Street
Peninsula, OH 44264
334-657-2151

CERTIFICATE OF FISCAL OFFICER

I, the undersigned Fiscal Officer of the Village of Peninsula, hereby certify that the amount of money required to meet the Village's obligations under this Agreement has been lawfully appropriated for such purposes and is in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Katie Iaconis, Village Fiscal Officer

VILLAGE OF PENINSULA, OHIO
ORDINANCE NO.: 24-2024
INTRODUCED BY: _____
DATE PASSED: _____

**AN EMERGENCY ORDINANCE AMENDING SECTION 147.03
OF THE VILLAGE ADMINISTRATIVE CODE PERTAINING TO
HOLIDAY PAY FOR VILLAGE EMPLOYEES**

WHEREAS, the Mayor and Council desire to clarify that all Village employees who work on Village designated Holidays set forth in Section 147.03(a) shall be paid time and a half for the hours worked on that Holiday; and

WHEREAS, Council desires to amend Section 147.03 of the Village Administrative Code accordingly.

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

SECTION 1. Council hereby amends Section 147.03 of the Village Administrative Code with respect to Holiday pay, as set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public and/or in compliance with all legal requirements.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason this ordinance will assist with attracting and retaining qualified police officers and the Mayor and Council desire for the Ordinance to be effective as soon as possible. Therefore, this Resolution shall take immediate effect upon its passage.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2024.

Passed: _____
Daniel Schneider, Jr., Mayor

Attest: _____
Katie Iaconis, Fiscal Officer

Approved as to Legal Form. _____
Bradric T. Bryan, Solicitor

RESOLUTION 24-2024
PAGE TWO

I, Katie Iaconis, 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 _____, 2024.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, 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 _____, 2024, 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.

Katie Iaconis, Fiscal Officer

147.03 HOLIDAYS.

(a) The following days during the calendar year are hereby declared to be the official paid holidays of all full-time employees of the Municipality:

- (1) January 1 (New Year's Day)
- (2) Third Monday of January (Martin Luther King Day)
- (3) Third Monday of February (President's Day)
- (4) Last Monday in May (Memorial Day)
- (5) July 4 (Independence Day)
- (6) First Monday in September (Labor Day)
- (7) Second Monday in October (Columbus Day)
- (8) November 11 (Veteran's Day)
- (9) Fourth Thursday in November (Thanksgiving Day)
- (10) Fourth Friday in November (The Day After Thanksgiving)
- (11) December 24 (Christmas Eve)
- (12) Christmas Day
- (13) December 31 (New Year's Eve Day).

(b) Whenever any of the above holidays occur on Saturday, the Friday preceding such date shall be observed. Whenever a holiday falls on Sunday, it shall be observed the following day.

(c) Any employee who calls in sick on the regular work day immediately prior to or following a scheduled holiday must present a doctor's excuse upon returning to work. Failure to do so may result in disciplinary action.

(d) Full time employees shall receive their 13 holidays as the first day of each year and shall use all holidays by the end of the calendar year. Failure to use said holidays by the end of the year will result in the forfeiture of any unused holidays.

(e) Any Village employee who works on any of the Village Holidays set forth in subsection (a) shall be paid time and a half for the hours worked on that Holiday.

VILLAGE OF PENINSULA, OHIO
ORDINANCE NO.: 25-2024
INTRODUCED BY: _____
DATE PASSED: _____

**AN EMERGENCY ORDINANCE AMENDING SECTION 147.04
OF THE VILLAGE ADMINISTRATIVE CODE PERTAINING TO
VACATIONS FOR FULL-TIME VILLAGE EMPLOYEES**

WHEREAS, the Mayor and Council desire to provide 40 hours of vacation time for full-time Village employees in their first year of employment; and

WHEREAS, Council desires to amend Section 147.04 of the Village Administrative Code accordingly.

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

SECTION 1. Council hereby amends Section 147.04 of the Village Administrative Code with respect to vacation time for full-time employees in their first year of employment, as set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public and/or in compliance with all legal requirements.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason this ordinance will assist with attracting and retaining qualified Village employees and the Mayor and Council desire for this Ordinance to be effective as soon as possible. Therefore, this Resolution shall take immediate effect upon its passage.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2024.

Passed: _____
Daniel Schneider, Jr., Mayor

Attest: _____
Katie Iaconis, Fiscal Officer

Approved as to Legal Form. _____
Bradric T. Bryan, Solicitor

RESOLUTION 25-2024
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I, Katie Iaconis, 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 _____, 2024.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, 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 _____, 2024, 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.

Katie Iaconis, Fiscal Officer

147.04 VACATIONS.

(a) All full-time employees of the Municipality shall be entitled to the following schedule of vacations with pay ~~after one year of service~~ starting on their anniversary date of hire:

<u>Years of Employment</u>	<u>Vacation (in hours)</u>
During the first	0 40
After 1 to 6	80
After 6 to 12	120
After 12 or more	160
After 20 years	200

(b) All full-time employees of the Municipality who have accumulated any vacation time must utilize such vacation time starting on their anniversary date and ending within the twelve-month period following its accumulation, or it will be forfeited.

(c) All vacation time is subject to the approval of their supervisor based on staffing and project needs. Staffing needs of the Village will be considered when granting vacations and may be denied in peak needs. In the event the Village is unable to allow an employee to take vacation time due to staffing issues then a request can be made in writing to the Fiscal Officer to request payment for unused vacation time. ~~Such requests shall be submitted to Council for approval.~~

(d) Employees do not accrue vacation pay while on Worker's Compensation or on an unpaid leave of absence.

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 26-2024
INTRODUCED BY: _____
DATE PASSED: _____

**AN EMERGENCY RESOLUTION OPPOSING ENBRIDGE GAS OHIO'S PROPOSED
30% RATE INCREASE AND REQUESTING THAT THE PUBLIC UTILITIES
COMMISSION OF OHIO DENY ENBRIDGE GAS OHIO'S RATE INCREASE
REQUEST**

WHEREAS, the Village of Peninsula and its residents currently receive natural gas distribution service from Enbridge Gas Ohio ("Enbridge"); and

WHEREAS, Enbridge has filed with the Public Utilities Commission of Ohio ("PUCO"), in Case No. 23-0894-GA-AIR, a request for a 30% increase in natural gas distribution service rates from consumers; and

WHEREAS, Enbridge has proposed a distribution rate increase that would increase consumers monthly fixed Basic Service Charge for natural gas distribution service from \$43.24 to \$56.31; and

WHEREAS, Enbridge has proposed increasing other fixed distribution charges to consumers by more than \$8.78 per month starting in 2025 that would increase by as much as \$29.69 per month by 2032; and

WHEREAS, large increases in natural gas distribution service rates will place an undue financial burden on the Village and its residents, businesses, and institutions.

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

SECTION 1. The Mayor and Council hereby oppose Enbridge's proposal to increase the monthly fixed Basic Service Charge for natural gas distribution service to consumers by 30% and other proposed fixed monthly distribution charges and request that the PUCO deny such rate increases requested by Enbridge.

SECTION 2. 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 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula since Enbridge's request will place an undue financial burden on residents, and the Mayor and Council desire to express their opposition to this

RESOLUTION 26-2024
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rate increase request to the PUCO as promptly as possible. Therefore, this Resolution shall take immediate effect upon its passage.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2024.

Passed:

Daniel Schneider, Jr., Mayor

Attest:

Katie Iaconis, Fiscal Officer

Approved as to Legal Form.

Bradric T. Bryan, Solicitor

I, Katie Iaconis, 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 _____, 2024.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, 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 _____, 2024, 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.

Katie Iaconis, Fiscal Officer

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO. 27-2024

INTRODUCED BY: _____

DATE PASSED: _____

**A RESOLUTION AUTHORIZING AMENDMENTS, TRANSFERS, AND/OR REVENUE
ADJUSTMENTS TO THE 2024 APPROPRIATION RESOLUTION**

WHEREAS, as a result of certain occurrences, information, and expenditures, amendments, fund transfers, and/or revenue adjustments within the year 2024 Appropriation Resolution are required.

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

SECTION 1. That the Fiscal Officer recommends and Council hereby approves the amendments, fund transfers, and/or revenue adjustments within the year 2024 Appropriation Resolution that are set forth in the attachment hereto and incorporated herein by reference.

SECTION 2. 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 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. That this Resolution shall take effect and be in force as of the earliest date permitted by law.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2024.

Passed:

Daniel Schneider, Jr., Mayor

Attest:

Katie Iaconis, Fiscal Officer

Approved as to Legal Form.

Bradric T. Bryan, Solicitor

I, Katie Iaconis, 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 _____, 2024.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, 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 _____, 2024, 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.

Katie Iaconis, Fiscal Officer

1000 GENERAL FUND

POLICE DEPT.	
PERSONAL SERVICES	\$ 471,634.00
OTHER EXPENDITURES	\$ 141,000.00
MAINT. DEPT.	
PERSONAL SERVICES	\$ 16,141.00
OTHER EXPENDITURES	\$ 44,600.00
MAYOR/ADMINISTRATIVE DEPT.	
PERSONAL SERVICES	\$ 69,940.00
OTHER EXPENDITURES	\$ 7,000.00
LEGISLATIVE DEPT.	
PERSONAL SERVICES	\$ 65,611.00
OTHER EXPENDITURES	\$ 64,000.00
FINANCE DEPT.	
PERSONAL SERVICES	\$ 47,407.00
OTHER EXPENDITURES	\$ 9,350.00
LAND/BUILDINGS DEPT.	
PERSONAL SERVICES	\$ 3,500.00
OTHER EXPENDITURES	\$ 22,000.00
GENERAL GOVERNMENT OPERATIONS	
OTHER EXPENDITURES	\$ 700,000.00
GENERAL GOVERNMENT OPERATIONS	
TRANSFERS OUT	
TO 2011	\$ 75,000.00
TO 2902	\$ 125,000.00
TO 4903	\$ 100,000.00

TOTAL GENERAL FUND EXPENDITURES: **\$ 1,962,183.00**

2011 SCMR FUND

MAINT. DEPT.	
PERSONAL SERVICES	\$ 125,000.00
OTHER EXPENDITURES	\$ 10,000.00
TOTAL SCMR FUND EXPENDITURES:	\$ 135,000.00

2091 LAW ENFORCEMENT & EDUCATION FUND

POLICE DEPT.	
OTHER EXPENDITURES	\$ 4,000.00
TOTAL LAW ENFORCEMENT & EDUCATION FUND:	\$ 4,000.00

2101 PERMISSIVE MOTOR VEHICLE LICENSE TAX FUND

MAINT. DEPT.	
PERSONAL SERVICES	\$ -
OTHER EXPENDITURES	\$ 10,000.00
TOTAL PERMISSIVE MOTOR VEHICLE LICENSE EXPENDITURES:	\$ 10,000.00

2901 ROAD LEVY FUND

MAINT. DEPT.	
PERSONAL SERVICE	\$ -
OTHER EXPENDITURES	\$ 100,000.00
TOTAL ROAD LEVY FUND EXPENDITURES:	\$ 100,000.00

2902 POLICE LEVY FUND

POLICE DEPT.	
PERSONAL SERVICE	\$ 200,000.00
OTHER EXPENDITURES	\$ 800.00
TOTAL POLICE LEVY EXPENDITURES:	\$ 200,800.00

4903 CAPITAL

LEGISLATIVE DEPT.	
OTHER EXPENDITURES	\$ 200,000.00
TOTAL CAPITAL FUND EXPENDITURES:	\$ 200,000.00

9902 JEDD

LEGISLATIVE DEPT.	
OTHER EXPENDITURES	\$ 425,000.00
TOTAL JEDD OPERATING FUND EXPENDITURES:	\$ 425,000.00

TOTAL ALL FUNDS EXPENDITURES:	\$ 2,597,983.00
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