



VILLAGE OF PENINSULA

AGENDA REGULAR MEETING OF COUNCIL

Tuesday April 8, 2025, 7:00 p.m.
Boston Township Hall
1775 Main Street
Peninsula, Ohio 44264

CALL TO ORDER

ROLL CALL

AMENDMENTS TO THE AGENDA

SPECIAL PRESENTATIONS

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS

March 11, 2025 Regular Council Meeting Minutes

CITIZEN PARTICIPATION

REPORTS

Mayor, Daniel Schneider, Jr.

Motion to Authorize the Mayor to Execute a Professional Services Proposal from OHM in the Amount of \$77,250 for Roadway, Pedestrian, and Traffic Improvement Design Engineering and Funding Solicitation and Assistance Work Related to the Village's Participation with Summit County in a Ohio Public Works Commission Grant Application

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

Motion to Confirm the Mayor's Appointment of Ted Troyer to the Position of Police Sergeant Effective April 13, 2025

Motion to Confirm the Mayor's Appointment of Carol Rucker to the Position of Police Corporal Effective April 13, 2025

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

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 and Mr. Steidl

Solicitor, Mr. Bryan

LEGISLATION:

Second Reading:

Resolution No. 06-2025

Requested by: Councilperson Najeway

A Resolution Amending the Rate of Pay for the Mayor for the Term Commencing January 1, 2028

Resolution No. 07-2025

Requested by: Mayor Schneider and Councilperson Haramis

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

First Reading:

Resolution No. 08-2025

Requested by: Councilperson Slocum

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

Ordinance No. 09-2025

Requested by: Mayor Schneider and Solicitor Bryan

**An Ordinance Establishing Section 1351.23 of the Village Property Maintenance Code
Pertaining to Exterior Lighting on Residential Properties**

UNFINISHED BUSINESS/NEW BUSINESS

PayByPhone Process Functionality

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

Record of Proceedings
Regular Village of Peninsula Council
Held: Tuesday, March 11, 2025

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	Absent		

OTHERS PRESENT: Solicitor Brad Bryan, Fiscal Officer Katie Iaconis, Administrative Assistant Faith Dorton, Police Chief Jay Nagy.

AMENDMENTS TO THE AGENDA: None.

SPECIAL PRESENTATIONS: None.

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS:

February 11, 2025 Regular Council Meeting Minutes

Mr. Haramis made a motion to approve the Minutes. Mr. Najeway requested an edit to the citizen participation section of the minutes that referenced the request for Mr. Bryan to issue a letter to the trash service company about not starting pickup prior to the time of day permitted in the contract. Mr. Bryan stated he and Ms. Dorton addressed those concerns with the Village Republic Representative. The Rep confirmed the drivers started too early on several occasions over the last couple of months. Republic's plan going forward is to not pick up in the Village until 9:00 a.m. Council requested any resident who has concerns with the garbage service going forward to reach out to the Village, for the website to request residents to notify the Village of any garbage pickup issues, and for this information to be put in Your Community News. Mr. Najeway then seconded Mr. Haramis' motion since the issue has been adequately addressed. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The Minutes were approved.

CITIZEN PARTICIPATION:

Mo Riggins addressed Ohio Senate Bill 104, which, if passed, would severely restrict the Village's ability to regulate short-term rentals. The Mayor reported a letter expressing the Village's opposition to the Bill that was sent to the Ohio Senate Local Government Committee. Mr. Bryan explained the Local Government Committee held hearings on the Bill last week and sought testimony and correspondence for and against the proposed legislation. The Mayor confirmed the updated short-term rental list will be posted on the website.

Jodi Padrutt read a letter discussing her concerns over the Mayor's behavior in the February 2025 Council meeting, especially in regards to Councilman Slocum when he initiated a discussion of the Solicitor's contract renewal. Since Mr. Bryan also serves as Northfield's Law Director, Ms. Padrutt attended Northfield's meeting the next day and reported on her observations of Mr. Bryan's role at Northfield. She stated there while Mr. Bryan sits next to the Mayor, their Mayor runs the meeting and there are no interruptions, comments or taking over the conversations by Mr. Bryan as is done in The Village of Peninsula. Ms. Padrutt stated that past actions by the Solicitor, should be addressed, namely insufficient notification of impacted

**Record of Proceedings
Regular Village of Peninsula Council**

Held: Tuesday, March 11, 2025

residents of zoning changes; not advising the Planning Commission Chair to recuse herself from a single parcel zoning change that would benefit her employer and, as far back as 2018, advising the Village Administrative Assistant that minutes were not required for a Special Planning Meeting (which are required by Ohio Sunshine Law), which to this day there is no agenda or minutes on the Village website. Ms. Padrutt requested professional decorum and professionalism moving forward.

Greg Canda asked about a property that is undergoing work off of 303 but was unable to determine the address. He was advised the project involves a new detached garage. He wanted to know the best way to research the plans for that lot and to address the concerns of the residents. Ms. Dorton requested that when anyone calls the Village about any building or zoning issues to please provide an address.

REPORTS:

Mayor, Daniel Schneider, Jr.: The Mayor addressed the fire that destroyed Eddy's Bike Shop. He read the letter the Fire Chief sent to him regarding the incident indicating that the source of the fire is presently unknown. The Mayor congratulated a Woodridge High School Student who won a state wrestling championship.

Fiscal Officer, Ms. Iaconis: Ms. Iaconis noted the Budget Ordinance is on the agenda for passage this evening, and it needs to be adopted and sent to the County by the end of March. She reminded Council that budget amendments can be made at any point throughout the year. She then went through the highlights of the budget with Council. She then excused herself from the Meeting so that she could attend her daughter's birthday party.

Street Commissioner, Mr. Anderson: The Mayor reported Mr. Anderson had nothing to report.

Finance Liaison, Mr. Slocum:

Acknowledgement of Receipt of Financial Reports and Ratification of Submitted Bills List

Mr. Slocum made a motion that was seconded by Mr. Haramis to acknowledge receipt of the financial reports and ratify the submitted bills list. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The motion was approved.

Police Department Liaison, Councilperson Schneider: Councilperson Schneider thanked the Reserve Officers for their assistance with directing traffic during the ODOT Rt. 303 Project. He noted the Reserve Officers do not get paid and asked if Council wanted to provide them with some compensation for their work. The Mayor noted the Village was notified of the Project start date with just 10 days' notice and had trouble getting regular officers to work that detail. The short notice prevented him from addressing the issue with Council before the work was performed. ODOT left the traffic direction work to the Village because the Village was not paying any of the cost for the road and berm repairs. A discussion took place as to whether the officers should get paid something, and if so, the mechanics of how they could be paid and how much was reasonable. No agreement was proposed or reached on this issue. The Mayor stated he would think about the issue, consider bringing a specific proposal to Council, or take action within his spending authority. Chief Nagy reported the supervisor promotion interviews were

Record of Proceedings
Regular Village of Peninsula Council

Held: Tuesday, March 11, 2025

conducted and a promotional list has been established. The timing of the promotions and officers to be promoted are being discussed.

Roads and Public Works Liaison, Mr. Haramis:

Mr. Haramis said there was nothing to report. The Mayor complimented the Rt. 303 road construction work. It was completed a day earlier than planned.

Planning Commission Representative, Mr. Steidl: The Mayor stated the Planning Commission did not meet in February.

Zoning Officer, Mr. Hemming: The Mayor stated Mr. Hemming had nothing to report.

Board of Zoning Appeals, Mayor Schneider:

Motion to Confirm the Mayor's Appointment of John Shega to a New Five-Year Term on the Village Board of Zoning Appeals Ending on December 31, 2029

Mr. Slocum made a motion that was seconded by Councilperson Schneider to confirm the Mayor's appointment of John Shega to a new five-year term on the Village Board of Zoning Appeals ending December 31, 2029. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The motion was approved.

Motion to Confirm the Mayor's Appointment of Gale "Barney" Barnhart to a New Five-Year Term on the Village Board of Zoning Appeals Ending on December 31, 2029

Councilperson Schneider made a motion that was seconded by Mr. Slocum to confirm the Mayor's appointment of Gale "Barney" Barnhart to a new five-year term on the Village Board of Zoning Appeals ending December 31, 2029. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The motion was approved.

Buildings and Grounds Liaison, Mr. Steidl: Mr. Najeway reported the Village Hall remodel should be completed by Memorial Day.

Chamber of Commerce & Economic Development Liaison, Mr. Rosales: Mr. Rosales announced Reindeer Day may be cancelled or modified due to high insurance costs. The Cuyahoga Valley Scenic Railroad intends to make Peninsula the Christmas Capital of Ohio during the holiday season.

Community Events Liaison, Mr. Najeway: Mr. Najeway reported the Peninsula Live schedule is set for June, July, and August, and promotional information will be distributed in April.

Policies & Procedures Liaison, Mr. Slocum: Mr. Slocum announced he is working on getting the information for the new audio system ready to present to Council.

Fire Board, Mr. Slocum: Mr. Slocum reported there were no injuries or loss of life in connection with the Eddy's Bike Shop fire on February 28. There was a strong response from Valley firefighters. Many firefighters worked through the night before heading to their full-time shifts. The District's billing partner, LifeForce, will now automatically send unpaid bills for non-residents to collections, waive balances for residents once insurance payments are received, and

**Record of Proceedings
Regular Village of Peninsula Council**

Held: Tuesday, March 11, 2025

develop new fees for nuisance calls. Fees have also been instituted for at-fault parties in accidents to permit the Department to recoup money from auto insurance companies for accident responses and cleanup. Mr. Slocum confirmed Boston Heights agreed to split the cost of large expenses, including vehicle purchases and repairs. The two remaining officers continue to fill the holes in the schedule for now, however this will be a bigger problem in the summer when shifts are harder to fill. Multiple free training sessions relating to ice rescue, public information officer training, and natural gas/electric vehicle emergency responses have been held. Both stations have an updated camera system. The district is starting the process to refurbish the expired turnout gear that will allow for extended use. A Firefighter now oversees turnout gear has been refurbished allowing for extended use. Firefighters now oversee vehicle maintenance that is tracked and managed online. The call volume is up by 46% from last year, and new hourly rates have been established for officers in addition to their annual stipends. A Pancake Breakfast will be held at the Dogwood Drive Station on Sunday, May 4.

Cemetery Board, Councilperson Schneider: Nothing to report.

JEDD Board, Councilperson Schneider: Mr. Slocum reported JEDD revenue is up from last year. The increase should be beneficial for the Township and Village going forward.

Wastewater/Stormwater/Water Liaison, Mr. Najeway: Mr. Najeway announced there is no update since the most recent open house. The bid package is expected to be released in May, and construction is expected to commence by the end of summer.

Area Master Plan, Mr. Slocum and Mr. Steidl:

Motion to Schedule Joint Meeting of Planning Commission and Council to Review and Discuss Draft of Area Master Plan – Monday March 24, 2025 at 7:00 p.m. at Boston Township Hall

Mr. Slocum made a motion that was seconded by Mr. Najeway to schedule a joint meeting of the Planning Commission and Council to review and discuss the draft of the Area Master Plan on Monday, March 24, 2025 at 7:00 p.m. at Boston Township Hall. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The motion was approved.

Solicitor, Mr. Bryan: Mr. Bryan stated he wanted to respond to Ms. Padrutt's comments. He stated the role he performs as the Northfield Village Law Director is no different than the Peninsula Solicitor position. He conducts his work in the same manner for both communities. He emphasized the Village followed State Law in connection with the comprehensive rezoning ordinance that occurred several years ago. He and the Village Planner reviewed the State Statute and complied with it. Individual notice to property owners was not required since more than 10 properties were affected. The process took place in public meetings before the Planning Commission and Council stretching out over several months, and nothing was done in secret.

LEGISLATION:

First Reading:

Resolution No. 04-2025

Requested by: Mayor Schneider and Councilperson Najeway

**Record of Proceedings
Regular Village of Peninsula Council**

Held: Tuesday, March 11, 2025

An Emergency Resolution Amending the Employee Position List and Wage Scale Relating to the Position of Zoning Officer

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

Resolution No. 05-2025

Requested by: Fiscal Officer Iaconis

A Resolution Establishing the Annual Operating Budget and Setting Forth the Appropriations for 2025

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. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The motion was approved. Mr. Najeway made a motion that was seconded by Councilperson to adopt the Resolution. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes; Mr. Najeway, yes. The Resolution was adopted.

Resolution No. 06-2025

Requested by: Councilperson Najeway

A Resolution Amending the Rate of Pay for the Mayor for the Term Commencing January 1, 2028

Mr. Bryan read the Resolution by title. It was determined that this Resolution would advance to a second reading at next month's Council Meeting.

Resolution No. 07-2025

Requested by: Mayor Schneider and Councilperson Haramis

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

Mr. Bryan read the Resolution by title. Mr. Slocum asked whether Council should adopt a 3 Mill replacement levy instead of a renewal levy in order to generate more money. Mr. Najeway asked if that Resolution could be prepared for the next Council Meeting. Mr. Bryan suggested Council could pass both Resolutions next meeting, get the projected amounts from the County, and then determine which type of levy to put on the ballot. It was determined that this Resolution would advance to a second reading at next month's Meeting.

UNFINISHED BUSINESS/NEW BUSINESS: Mr. Najeway asked the Planning Commission to review modifying the zoning for N. Locust Street to make it residential on both sides of the street. He also asked if the Village could move forward with the crosswalk in front of the Coffee House. Mr. Bryan stated OHM is working on a plan for the crosswalk and that plan would be outlined in the draft of the Area Master Plan that will be presented at the upcoming meeting. Mr. Slocum noted that OHM will be recommending more wayfinding signage around the Village.

EXECUTIVE SESSION (IF NECESSARY)

**Record of Proceedings
Regular Village of Peninsula Council**

Held: Tuesday, March 11, 2025

ADJOURNMENT: Councilperson Schneider made a motion that was seconded by Mr. Rosales to adjourn the meeting. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr.; Mr. Haramis, yes; Mr. Najeway, yes; Mr. Rosales. The motion was approved. The meeting was adjourned at 8:13 p.m.

Respectfully submitted:

Daniel Schneider Jr., Mayor

Date

Katie Iaconis, Fiscal Officer



April 7, 2025

Mayor Daniel Schneider
Village of Peninsula
1582 Main Street
Peninsula, OH 44264

RE: Downtown Master Plan Contract Modification
State Route 303 Streetscaping & Pedestrian Improvements - Professional Services Proposal
Location: Village of Peninsula, Summit County, Ohio

Dear Mayor Schneider:

OHM Advisors (OHM) is pleased to provide the following scope of services, price proposal, and project schedule which represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

Proposal Outline

Proposal Outline	1
Project Understanding	2
Scope of Services	2
Clarifications & Exclusions	4
Anticipated Project Schedule	5
Price Proposal.....	5
Compensation	5
Client Responsibilities	5
Terms & Conditions.....	5

Sincerely,

OHM Advisors

Authorization to Proceed

R. Tony Burgoyne, P.E., Principal
Tony. Burgoyne@ohm-advisors.com
D: 330.913.1048 C: 330.805.7628

Signature

Date

Printed Name

Title



Project Understanding

The Village of Peninsula seeks funding and professional engineering design services to improve the S.R. 303 (Main St.) corridor between its intersections with Riverview Rd. and Akron Peninsula Rd. (S. Locust St.) The purpose is to provide traffic calming, speed reduction, and pedestrian safety enhancements along the corridor to alleviate congestion and reported accidents. Specifically, the project includes curb manipulation and lane reassignment creating dedicated left turning and thru traffic movements at the S.R. 303/S. Locust St. intersection. Sidewalks along the corridor will be replaced with wider and more conventional materials on both sides of the roadway. A shared-use path tying future development to the south will be constructed with associated ADA accessible crosswalks, curb ramps, and intersection bump-outs to frame on-street parking zones and better promote active transportation. Traffic signals at each intersection will be replaced and will include timing adjustments as may be warranted. Additionally, a midblock crossing will be constructed at the Canal St./S.R. 303 T-intersection to provide improved connectivity to the Ohio and Erie Canalway Towpath Trail.

The improvements were identified through the Village's year-long Downtown Master Planning efforts to reimagine the community. With overwhelming public support, the Village now intends to 'piggyback' the Summit County Department of Sanitary Sewer Services' (DSSS) environmental restoration and sewer improvements project. The endeavor, if fully funded, would eliminate construction redundancies by completing preferred site restoration of the roadway immediately following sewer installation thereby reducing wholesale capital investments. Recent federal funding shortcomings has delayed the sewer project by approximately a year which now allows more time to pursue other funding sources. The Village will join DSSS' application to secure Ohio Public Works Commission (OPWC) funding through District 8 and independently will seek additional funding through the Highway Systemic Safety program administered by the Ohio Department of Transportation (ODOT). If successful, the Village and County could secure adequate funding to advance both the sewer and roadway restoration initiatives, a total investment currently estimated at \$17.6M.

Joint participation between public entity's strengthens competitive applications and the implications of the project(s) provide both local and regional environmental, health, safety, and economic benefits. Thus, improving the probability of award. The Village's required minimum investment is \$50,000 with other soft costs for implementation potentially sourced from the funding agencies. Applications are due in July 2025 for the next program year and customarily include design and construction documents. Therefore, OHM, through contract modification, will perform the scope of work outlined below to facilitate engineering design and funding solicitation for the S.R. 303 Corridor Improvement Project.

Scope of Services

Task #1 Roadway, Pedestrian, and Traffic Improvement Design

The following services are included in the fee shown:

- 1.1. Define the project design criteria
- 1.2. Plan development including:
 - 1.2.1. Title Sheet - This task includes time to create a title sheet that includes project description, design designation, index of sheets, and location map.
 - 1.2.2. Schematic Plan - This task includes time to create and modify the schematic plan sheet.



- 1.2.3. General Notes -This task includes time to develop the general notes for the project. 4 general notes sheets are assumed.
- 1.2.4. Typical Sections - This task includes time to create and refine typical sections. The following typical sections are assumed:
- 1.2.5. Plan and Profile - This task provides time to create and modify plan and profile sheets for the proposed improvements. Plan and profile sheets at 20-scale will be developed for the project limits along S.R. 303.
- 1.2.6. Cross Sections - This task provides time to create cross sections. Cross sections will be cut every 50' within the project limits on S.R. 303 only.
- 1.2.7. Driveway Details - This task includes hours for OHM to design and detail the residential and commercial driveway throughout the project.
- 1.2.8. Intersection Details - This task includes hours for OHM to prepare intersection details at both intersections.
- 1.2.9. Stormwater Pollution Prevention Plans (SWP3) – This task includes hours for OHM to prepare SWP3 plans and associated details.
- 1.2.10. Maintenance of Traffic – This task includes hours for OHM to prepare the maintenance of traffic plan.
- 1.2.11. Pavement Marking Plan - This task includes hours for OHM to design and detail the pavement marking plan sheets.
- 1.2.12. Traffic Control Plan - This task includes hours for OHM to prepare the traffic control plan.
- 1.2.13. Signing Plans - This task includes hours for OHM to prepare signing plan sheets.
- 1.2.14. Signal Plans & Details – This task includes hours for OHM to prepare signal plans, detail, and calculations.
- 1.3. Meetings - This task includes time for meetings between OHM, Village, and the County to discuss the design. (4 meetings are assumed.)
- 1.4. General Summary
- 1.5. Subsummaries (pavement, drainage, roadway, driveway, signal, traffic control)
- 1.6. Prepare Opinion of Probable Construction Cost Estimate
- 1.7. Preparation of the EDA Site Certificate
- 1.8. Constructability Review, Quality Assurance and Quality Control (QA/QC)

Deliverables:

- Roadway Improvements Plan Set (.pdf) Signed & Sealed by a Registered Engineer in Ohio
- Quantity Take-offs (.XCEL) and .PDF for General & Subsummaries.
- Construction cost estimate (.PDF)

Task #2 Funding Solicitation & Assistance

The following services are included in the fee shown:

- 2.1. OHM will solicit, coordinate, and prepare a funding applications for both Design and Construction with the Ohio Public Works Commission (OPWC) in concert with the Summit County DSSS.



- 2.2. OHM will solicit, coordinate, and prepare a funding applications for both Design and Construction with the Ohio Department of Transportation (ODOT) through the HSIP and related safety funding programs.

Deliverables:

- OPWC DSSS joint application, and
- ODOT Safety application(s).

Clarifications & Exclusions

- OHM will utilize and follow Ohio Department of Transportation (ODOT) current standard documents and procedures in the performance of this scope of services. The following standard documents shall be incorporated by reference into the scope of services for the project:
 - Location and Design Manual – Volume 1 – Roadway Design
 - Location and Design Manual – Volume 2 – Drainage Design
 - Location and Design Manual – Volume 3 – Highway Plans
 - Ohio Manual of Uniform Traffic Control Devices (OMUTCD)
 - ODOT Construction and Materials Specifications – Current (including Supplemental Specifications, Supplements to the Specifications, and Proposal Notes)
 - ODOT Standard Construction Drawings (including roadway, hydraulics, and traffic control)
 - Traffic Control Design Information Manual
 - Pertinent sections of the Ohio Revised Code
 - Requirements outlined by the Economic Development Administration (EDA).
- If additional labor effort or change in schedule is required beyond described herein, OHM will negotiate an amendment with the Village of Peninsula. OHM will not proceed with additional services without written authorization to proceed from the Village of Peninsula.
- All work performed is presumed to be wholly within the existing right-of-way. Therefore, environmental and ecological delineation or associated regulator coordination services and permitting are excluded.
- Geotechnical subsurface investigations are excluded. Work is anticipated to impact the existing intermediate and surfaces course of pavement only. Where curb realignment and sidewalk replacement is anticipated, depths shall not overly exceed existing conditions.
- Permitting services are excluded until such time funding is acquired and detailed design is authorized, completed and ready for agency review(s). No other notice will be provided to other agencies having jurisdiction outside of the Village of Peninsula.
- Topographic and boundary survey services are excluded as existing basemaps shall be made available through the Summit County Department of Sanitary Sewer Services. Topo checks will occur if and after funding is secured under separate contract.
- Stormwater calculations are excluded. Existing sewer appurtenances encountered shall be replaced with like kind sewer sizes.
- Railroad and private utility coordination are excluded during this initial design phase and would occur if and after funding is secured under separate contract.
- Plans will be complete to the extent time allows prior to funding submission. Final design, plan development, and bidding related services will be performed under separate contract if funding is secured.



Anticipated Project Schedule

Design & Funding Tasks: April through July 2025

Price Proposal

<i>Task #</i>	<i>Task Description</i>	<i>Fee</i>
<i>Task #1</i>	<i>Roadway, Pedestrian, and Traffic Improvement Design</i>	<i>\$ 67,530</i>
<i>Task #2</i>	<i>Funding Solicitation & Assistance</i>	<i>\$ 8,720</i>
<i>ODCs</i>	<i>Reimbursable Expenses</i>	<i>\$ 1,000</i>
	<i>Grand Total =</i>	<i>\$ 77,250</i>

Compensation

The fee proposal above shall be completed on a fixed fee basis and billed monthly based on level of completion.

Client Responsibilities

- The Village of Peninsula will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- The Village of Peninsula will provide the following, if available, to assist us with the project: (prior as-builts and existing plans, plat maps, tap cards, GIS shapefiles, site surveys indicating site boundaries, existing topography, access to structures, easements and utility line information, utility availability, building information, etc.)
- The Village of Peninsula will initiate the negotiation and execution of a memorandum of understanding between the Village and Summit County Department of Sanitary Sewer Services for joint funding application and subsequent lead agency construction coordination.

Terms & Conditions

Attachment

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 06-2025
INTRODUCED BY: _____
DATE PASSED: _____

**A RESOLUTION AMENDING THE RATE OF PAY FOR THE MAYOR FOR THE TERM
COMMENCING JANUARY 1, 2028**

WHEREAS, due to the duties and requirements of the position, Council desires to increase the compensation for the position of Mayor, effective for the term commencing January 1, 2028.

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

SECTION 1. Council hereby amends the compensation for the position of Mayor from \$3,600 per year to \$6,000 per year, effective for the term commencing January 1, 2028.

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 shall be effective as of the earliest date permitted by law.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2025.

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 _____, 2025.

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 _____, 2025, 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.: 07-2025
INTRODUCED BY: _____
DATE PASSED: _____

A RESOLUTION REQUESTING THE COUNTY FISCAL OFFICER TO CERTIFY TO THE VILLAGE OF PENINSULA THE AMOUNT A 3 MILL, FIVE YEAR, ROAD TAX RENEWAL LEVY WOULD GENERATE FOR THE VILLAGE

WHEREAS, Village Council has determined that it is necessary to levy taxes outside the ten-mill limitation for purposes authorized by the Ohio Revised Code; and

WHEREAS, a 3 mill, five-year, road tax levy that was adopted by the Village electorate in November of 2020 is presently in effect, and that levy will expire at the end of 2025; and

WHEREAS, Council desires for the Village electorate, at the November 4, 2025 Election, to renew that tax levy, which is for the benefit of the Village for the purpose of general construction, reconstruction, resurfacing, and repair of Village streets and roads pursuant to O.R.C. Section 5705.19(G), upon the entire territory of the Village, which is located wholly within the County of Summit, Ohio, for an additional five year term, at the existing rate of 3 mills for each one dollar valuation, commencing in year 2026 and first due in calendar year 2027; and

WHEREAS, pursuant to O.R.C. Section 5705.03(B)(1), before certifying the levy to the County Board of Elections for placement on the ballot, Council is required to request the County Fiscal Officer to certify to the Village the total dollar amount of revenue the above-described road tax renewal levy would generate for the Village.

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

SECTION 1. Council, pursuant to O.R.C. Section 5705.03(B)(1), hereby requests the County Fiscal Officer to certify to the Village, the total dollar amount of revenue the above described road tax renewal levy would generate for the Village.

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 07-2025
PAGE TWO

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2025.

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 _____, 2025.

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
_____, 2025, 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.: 08-2025

INTRODUCED BY: _____

DATE PASSED: _____

A RESOLUTION REQUESTING THE COUNTY FISCAL OFFICER TO CERTIFY TO THE VILLAGE OF PENINSULA THE AMOUNT A 3 MILL, FIVE YEAR, ROAD TAX REPLACEMENT LEVY WOULD GENERATE FOR THE VILLAGE

WHEREAS, Village Council has determined that it is necessary to levy taxes outside the ten-mill limitation for purposes authorized by the Ohio Revised Code; and

WHEREAS, a 3 mill, five-year, road tax levy that was adopted by the Village electorate in November of 2020 is presently in effect, and that levy will expire at the end of 2025; and

WHEREAS, Council desires for the Village electorate, at the November 4, 2025 Election, to replace that presently existing and expiring tax levy, which is for the benefit of the Village for the purpose of general construction, reconstruction, resurfacing, and repair of Village streets and roads pursuant to O.R.C. Section 5705.19(G), upon the entire territory of the Village, which is located wholly within the County of Summit, Ohio, for a five year term, at the existing rate of 3 mills for each one dollar valuation, commencing in year 2026 and first due in calendar year 2027; and

WHEREAS, pursuant to O.R.C. Section 5705.03(B)(1), before certifying the levy to the County Board of Elections for placement on the ballot, Council is required to request the County Fiscal Officer to certify to the Village the total dollar amount of revenue the above-described road tax replacement levy would generate for the Village.

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

SECTION 1. Council, pursuant to O.R.C. Section 5705.03(B)(1), hereby requests the County Fiscal Officer to certify to the Village, the total dollar amount of revenue the above described road tax replacement levy would generate for the Village.

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 08-2025
PAGE TWO

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2025.

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 _____, 2025.

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
_____, 2025, 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
ORDINANCE NO.: 09-2025
INTRODUCED BY: _____
DATE PASSED: _____

AN ORDINANCE ESTABLISHING SECTION 1351.23 OF THE VILLAGE PROPERTY MAINTENANCE CODE PERTAINING TO EXTERIOR LIGHTING ON RESIDENTIAL PROPERTIES

WHEREAS, the Village Property Maintenance Code does not presently regulate exterior lighting on one, two, and three-family residential properties; and

WHEREAS, in order to protect the health, safety, and welfare of persons on and near Village residential properties, Council desires to establish Section 1351.23 of the Village Property Maintenance Code to provide exterior lighting regulations.

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

SECTION 1. Council hereby establishes Section 1351.23 of the Village Property Maintenance Code pertaining to exterior lighting on one, two, and three-family residential properties, 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 Ordinance shall be effective as of the earliest date permitted by law.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2025.

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 Ordinance was duly passed by the Council of the Village of Peninsula, at a meeting held on the _____ day of _____, 2025.

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 _____, 2025, 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

1351.23 EXTERIOR LIGHTING ON ONE, TWO, OR THREE-FAMILY RESIDENTIAL PROPERTIES.

(a) Definitions. As used in this chapter:

(1) “Exterior light” shall be defined as an outdoor light mounted anywhere on the outside of any structure on a residential property or located or mounted anywhere else outdoors on a residential property.

(2) “Light trespass” shall be defined as a beam of light from an exterior light that is directed or travels onto the property of another.

(3) “Poorly directed light” shall be defined as a light that has its main beam or focus of light directed onto or towards the property of another.

(4) “Unshielded exterior light” shall be defined as an outdoor light fixture that has no cover or has a cover that permits some of its light to project above the horizontal plane of the light fixture in relation to the ground.

(b) Exterior Lighting on One, Two, or Three-Family Residential Dwellings and Properties.

No property owner or person having control over any one, two, or three-family residential property shall allow any exterior light on the property to be unshielded or poorly directed to the extent that the light commits light trespass on a neighboring property, impairs the vision of persons on a neighboring property, significantly interferes with the quiet enjoyment of a neighboring property, or creates a hazardous condition for any neighbor, driver, or pedestrian.

(c) Penalty. Whoever violates any provision of this chapter is guilty of a misdemeanor of the fourth degree. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.