



**VILLAGE OF PENINSULA
AGENDA FOR
REGULAR MEETING OF COUNCIL**

Tuesday October 14, 2025, 7:00 p.m.

Village Hall
1582 Main Street
Peninsula, Ohio 44264

CALL TO ORDER

ROLL CALL

AMENDMENTS TO THE AGENDA

SPECIAL PRESENTATIONS

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS

September 9, 2025, Regular Council Meeting Minutes

CITIZEN PARTICIPATION

REPORTS

Mayor Schneider

Motion to Authorize the Mayor to Enter into a Road Salt Agreement with Boston Township for November 1, 2025 through October 31, 2026 in the Amount of \$52.39 Per Ton with a \$3 Per Ton Loading Fee

Motion to Authorize the Mayor to Enter into a Five-Year Animal Control Services Agreement with the County of Summit

Fiscal Officer, Ms. Iaconis

Motion to Authorize the Mayor to Renew the Village Employee Summit County Health Connection Insurance Plan for 2025 through NFP Corporate Services at a 5.88% Increase for the Medical/Prescription Coverage, a 2.3% Average Increase for the Dental Coverage, and No Increase for the Vision Coverage as Set Forth in the NFP Renewal Proposal

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. Collins

Board of Zoning Appeals, Mayor Schneider
Board Vacancy

Buildings and Grounds Liaison, Mr. Steidl

Chamber of Commerce & Economic Development Liaison, Mr. Rosales

Community Events Liaison, Mr. Najeway

Policies & Procedures Liaison, Mr. Slocum
Cybersecurity Policy

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:

Third Reading: None.

Second Reading: None.

First Reading:

Resolution No. 19-2025

Requested by: Mayor Schneider and Solicitor Bryan

An Emergency Resolution Authorizing the Mayor to Enter into the 2025 Summit County Intergovernmental Memorandum of Understanding for Job Creation and Retention and Tax Revenue Sharing

Resolution No. 20-2025

Requested by: Mayor Schneider and Councilperson Haramis

An Emergency Resolution Authorizing the Mayor to Accept the Quote from Akron Tractor & Equipment, Inc. for a New Holland Model B95D Loader Backhoe

Resolution No. 21-2025

Requested by: Councilperson Steidl and Mayor Schneider

**An Ordinance Amending the Village Zoning Map Relating to Four Contiguous Main Street
Parcels and a Contiguous N. Canal Street Parcel**

UNFINISHED BUSINESS/NEW BUSINESS

PayByPhone Process Functionality

Timeline for IT Migration from Gmail to Microsoft

Restoration of Past Meeting Recordings and Posting of Historical Minutes

Village Hall Sign

General Die Casters Property

Players Barn Property

Traffic Control During Busy Hours on Weekends

Coffee Shop and River Light Gallery Perpendicular Parking Safety Issue

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

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Held: Tuesday, September 9, 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	Present		

OTHERS PRESENT: Solicitor Brad Bryan, Fiscal Officer Katie Iaconis, and Administrative Assistant Faith Dorton.

AMENDMENTS TO THE AGENDA: None.

SPECIAL PRESENTATIONS: None.

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS:

July 8, 2025, Regular Council Meeting Minutes

Mr. Slocum made a motion that was seconded by Mr. Najeway to approve the July 8, 2025, Minutes. Roll call vote: Mr. Stiedl, abstain; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Rosales, yes; Mr. Najeway, yes. The Minutes were approved.

August 25, 2025, Special Council Meeting Minutes

Mr. Haramis made a motion that was seconded by Mr. Steidl to approve the August 25, 2025, Minutes. Roll call vote: Mr. Stiedl, yes; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Rosales, yes; Mr. Najeway, yes. The Minutes were approved.

CITIZEN PARTICIPATION:

Amy Frank-Hensley asked if the Village could permit all the Council candidates to put information about themselves on the Village website.

Jodi Padrutt noted the last Village State Audit that has been posted was for the years 2020 and 2021 and that the posted Village financial information is not up to date. She asked about the status of subsequent audits and whether more recent bank reconciliations could be posted. Ms. Iaconis explained the time to complete the most recent audit was extended by the State due to an illness in Ms. Iaconis' immediate family. Mr. Bryan explained Villages undergo State audits every two years rather than every year, so the audit that is being completed is for 2022 and 2023. Ms. Iaconis stated she could provide a copy of the financial reports on a monthly, rather than quarterly, basis if that is what Council prefers.

REPORTS

Mayor Schneider: Mayor Schneider reported he asked the Village Engineer to provide a cost estimate for fully converting the old Service Department garage property to a public parking lot. It was determined that an expanded, finished, paved, and striped lot with 40 to 50 spaces could be constructed for around \$175,000 to \$200,000, if the soil conditions proved stable. Fortifying and striping the existing, smaller area where parking is currently available would cost around \$60,000 to \$70,000. Mr. Haramis expressed skepticism that reducing the project size would

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significantly cut costs, noting the preparation required. Mr. Slocum countered that part of the expense was tied to correcting soil conditions in the unused areas. The Mayor emphasized this matter is still under review. The Mayor then stated he attended a recent Summit County Council Meeting with representatives from the County Department of Sanitary Sewer Services and Tony Burgoyne of OHM. Summit County agreed to partner with the Village on the St. Rt. 8 corridor safety and improvement project and contribute \$50,000. Mr. Bryan noted that action by the County would add valuable points to the Village's OPWC grant application. Mayor Schneider thanked Boston Township Trustee Amy Anderson for arranging for favorable priced joint road salt agreement with Summit County, which is expected to save the Township and Village about \$20 per ton and improve logistics.

Fiscal Officer, Ms. Iaconis: Ms. Iaconis explained the County reviewed and accepted the Village tax budget. There are no changes to the property tax rates, and she requested that Council approve the tax budget acceptance and authorization legislation at tonight's meeting so that the County's October 1 deadline can be met. Ms. Iaconis stated she could get the full financial reports to Council monthly and asked Council to advise her as to what information it wants in the reports. Mr. Slocum stated the reports should provide revenues and expenses for the month. Ms. Iaconis reported the Village finances are stable, but the County mistakenly withheld the Village's State local government funds due to the Village traffic camera program, believing the Village utilizes unmanned, stationary cameras rather than handheld units. She stated she and Trevor Elkins are working with State and County officials to resolve the issue. Mr. Bryan confirmed with Ms. Iaconis that the Village receives approximately \$120,000 per year in local government funds from the State. If unmanned, stationary cameras are utilized, the Village does not receive the local government funds.

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

Finance Liaison, Mr. Slocum:

Acknowledgement of Receipt of Financial Reports

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

Ratification of Submitted Bills List

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

Police Department Liaison, Councilperson Schneider:

Motion to Authorize the Purchase of a 2025 Police Interceptor Vehicle from Montrose Ford for \$49,798.75

Councilperson Schneider made the above motion that was seconded by Mr. Najeway. Roll call vote: Mr. Stiedl, yes; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Rosales, yes; Mr. Najeway, yes. The motion was approved.

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Motion to Authorize the Mayor to Accept the August 26, 2025, Quote from Hall Public Safety Upfitters in the Amount of \$24,841.79 to Upfit the New 2025 Police Interceptor Vehicle

Councilperson Schneider made the above motion that was seconded by Mr. Najeway. Roll call vote: Mr. Stiedl, yes; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Rosales, yes; Mr. Najeway, yes. The motion was approved.

Roads and Public Works Liaison, Mr. Haramis:

Motion to Authorize the Mayor to Accept the Quote from Pat Flowers, Inc. in the Amount of \$14,896 for Certain Pavement Marking Work and an Additional \$1,050 for On Street Parking and No-Parking Zone Pavement Markings

Mr. Haramis made the above motion that was seconded by Mr. Najeway. Roll call vote: Mr. Stiedl, yes; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Rosales, yes; Mr. Najeway, yes. The motion was approved.

Planning Commission Representative, Mr. Steidl: Mr. Steidl reported the Village Planner, Ms. McMahon, is making proofreading and other edits to the Area Master Plan for final review and approval by the Planning Commission. No action was taken regarding rezoning matters.

Zoning Officer, Mr. Collins: Mayor Schneider reported the Village was notified of a possible unregistered short-term rental operating in the community. The property is the Winding River home. The Mayor noted the property was previously registered, but now it may be active without a license. Mr. Najeway asked whether such violations would prevent the property from obtaining a future license and emphasized the need to amend the regulations to bar eligibility for those found in violation. Mr. Bryan clarified that the current ordinance prevents those found in violation of the ordinance from being able to register for a period of one year. The Mayor confirmed the Village would investigate the issue and address it.

Board of Zoning Appeals, Mayor Schneider: The Mayor noted there is still a Board vacancy.

Buildings and Grounds Liaison, Mr. Steidl: Mr. Steidl stated he had nothing to report.

Chamber of Commerce & Economic Development Liaison, Mr. Rosales: Mr. Rosales stated he was unable to attend the meeting. Chamber President Margo Snider shared she is stepping down from the President role at the end of the year. She noted there are some great performers lined up for the September 20th Music on the Porches event.

Community Events Liaison, Mr. Najeway: Mr. Najeway announced that Peninsula Live had a successful summer and will return in 2026 and possibly add a September event. He stated he should have revenue numbers to share at the next Council Meeting.

Policies & Procedures Liaison, Mr. Slocum: Mr. Slocum stated he had nothing to report.

Fire Board, Mr. Slocum: Mr. Slocum reported the Department handled 72 calls in August. The Boston Heights tanker truck will not be repaired due to its age and condition. He explained that Villages and Cities must have cybersecurity policies in place by the end of this year, while

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Townships and Fire Districts have until next summer. One of the two Department Lieutenant positions remains open. The Valley Firefighters Association steak fry fundraiser is scheduled for September 27 at the Boston Heights station. A last call ceremony was recently held for Dave Morehouse, who served with the Peninsula and Valley Fire Departments for 47 years. Dave also worked for the Village Service Department. The Mayor shared additional ways Mr. Morehouse impacted the community and provided the calling hours. It was agreed that flowers would be sent by the Village to honor his memory.

Cemetery Board, Councilperson Schneider: Councilperson Schneider reported there will be a meeting on Thursday. The military marker for Barbara Lindley, who served in a company with her husband James Smith during the Civil War, has been installed at the cemetery.

JEDD Board, Councilperson Schneider: Councilperson Schneider announced Don Beal was appointed to take Bill Clifton's place on the Board. New members will need to be appointed at the January Meeting.

Wastewater/Stormwater/Water Liaison, Mr. Najeway: Mr. Najeway reported that the wastewater project is on hold until spring while funding sources are clarified. He stated the County is still working on bringing water to the Village. Summit County Council discussed water district rates and the City of Akron plans to raise its water rates over the next few years, which could impact local supply decisions. Mr. Najeway asked about the parking lot project at the old Service Department site previously discussed in July. The Mayor expressed concern about laying new asphalt, only to have it damaged by heavy equipment used to build the new sewer plant. Mr. Slocum opposed allowing the area to be used as a staging site, citing disruption to residents and loss of parking. Mr. Bryan added that Burgess & Niple confirmed alternative arrangements could be made for construction equipment staging if the lot were deemed unavailable.

Area Master Plan, Mr. Slocum and Mr. Steidl

Motion to Authorize a Letter of Support from Council for the Village S.R. 303 Corridor Improvements OPWC/ODOT State Capital Improvement/Local Transportation Improvement Program Grant Applications

Mr. Slocum made a motion that was seconded by Mr. Najeway to authorize the letter of support. Roll call vote: Mr. Stiedl, yes; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Rosales, yes; Mr. Najeway, yes. The motion was approved.

Solicitor, Mr. Bryan: Mr. Bryan stated he had no report.

LEGISLATION:

Third Reading: None.

Second Reading: None.

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

Held: Tuesday, September 9, 2025

First Reading:

Resolution No. 16-2025

Requested by: Fiscal Officer Iaconis

A Resolution Accepting the Amounts and Rates as Determined by the Summit County Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Fiscal Officer

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

Ordinance No. 17-2025

Requested by: Councilperson Slocum

An Ordinance Repealing Section 521.14 of the Health, Safety, and Sanitation Chapter of the Village General Offenses Code Pertaining to Facial Coverings

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

Resolution No. 18-2025

Requested by: Mayor Schneider

An Emergency Resolution Authorizing the Village of Boston Heights to Prepare and Submit a Joint Application on Behalf of the Village of Boston Heights and Village of Peninsula to Participate in the Ohio Public Works State Capital Improvement Program and/or Provide Survey and Design Tasks for the OPWC District 8 Application PY 40 OPWC for Akron-Peninsula Road Paving

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

UNFINISHED BUSINESS/NEW BUSINESS

PayByPhone Process Functionality

The Mayor announced there is a new account manager, and the Village is working on setting up a meeting.

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Village Hall Sign

Mr. Najeway announced he would share the proposal he received with Faith.

Mr. Slocum suggested exploring a subscription-based text communication system for residents with Text My Gov, which allows both reporting issues and receiving notifications from departments. It costs \$9,000 annually, plus a \$1,000 setup fee. Mr. Najeway noted Summit County has a complimentary Reverse Alert system which is already available for residents to receive area-specific alerts. Mr. Najeway raised concerns about redundancy and overuse if residents reported non-emergencies. Ms. Dorton confirmed information and sign-up links for the County Reverse Alert system have been available on the Village website for over a month. She emphasized that Summit County provides liability coverage and administrative support that the Village lacks. Mr. Najeway suggested adding a reminder about the County service in Your Community News.

The Mayor noted residents have raised ongoing concerns about Ohio Edison power outages. Jerry Shaw spent over \$9,000 on a generator and the Flemings invested in a battery backup for their sump pump. Many residents are failing to report outages, which limits the documentation needed for leverage. Jodi Padrutt expressed surprise at the lack of utility records concerning this issue. Mr. Slocum, Mr. Najeway, and Mr. Haramis discussed the limitations of FirstEnergy's system, stressing the importance of coordinated reporting and suggesting outreach through the media. Ms. Dorton confirmed outage reporting links are already on the website, but more participation is needed. Ms. Padrutt reported Barberton residents experienced similar issues, and the City filed a PUCO complaint against First Energy. It was suggested that Windstream could provide router data that would track the outages.

Mr. Najeway reported a few Councilmembers recently toured the General Die Casters property. The property has environmental issues but has potential for redevelopment. It is not clear at this time whether partial demolition, encapsulation, or full remediation would be required. He suggested acquiring the five-acre property if the current owner is willing to carry the note for a short period of time to secure parking, reduce garage rental costs, and create other opportunities. Mr. Bryan noted government grants might be available to clean up the property. Ms. Iaconis affirmed the Village could probably find a way to pay for the property. Council agreed the Village should continue to investigate this opportunity.

EXECUTIVE SESSION (IF NECESSARY) None.

ADJOURNMENT: Mr. Najeway made a motion that was seconded by Councilperson Schneider to adjourn the meeting. Roll call vote: Mr. Stiedl, yes; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Rosales, yes; Mr. Najeway, yes. The motion was approved. The meeting was adjourned at 8:10 p.m.

Respectfully submitted:

Daniel Schneider Jr., Mayor

Date

Katie Iaconis, Fiscal Officer

Date

BOSTON TOWNSHIP

PO Box 123
Peninsula, Ohio 44264

Phone: 330-657-2059
Fax: 330-657-2059
E-mail bostontownship@hotmail.com

AGREEMENT

ROAD SALT

THIS AGREEMENT made and entered into on the 10th day of Septmeber, 2025 by and between the BOARD OF TOWNSHIP TRUSTEES OF BOSTON TOWNSHIP, County of Summit, Ohio, herein designated as TOWNSHIP and the VILLAGE OF PENINSULA, a political subdivision within the County of Summit, Ohio, herein designated as VILLAGE.

WITNESSETH, THAT the TOWNSHIP and the VILLAGE hereby enter into this cooperative agreement for the VILLAGE to purchase available road salt from the TOWNSHIP, as needed, for a period beginning on **November 1, 2025** and ending on **October 31, 2026**.

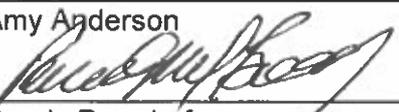
The VILLAGE in consideration for the salt purchased shall pay the TOWNSHIP the sum of Fifty-Two and 39/100 (\$52.39) per ton purchased. In addition, the VILLAGE shall pay the TOWNSHIP the sum of Three Dollars (\$3.00) per ton loaded for labor and associated costs. If there is an increase in the per ton or implemented surcharges for delivery from the supplier throughout the year this cost difference will also be assessed to the Village of Peninsula.

The TOWNSHIP shall invoice the VILLAGE monthly for all salt purchased and related costs. The VILLAGE shall immediately reimburse the TOWNSHIP for invoices submitted.

It is mutually agreed that this agreement is limited to the terms in this agreement, and no extra work or materials shall be charged or requested unless agreed upon in writing by all parties.

BOSTON TOWNSHIP TRUSTEES

VILLAGE OF PENINSULA

By: 
Amy Anderson
By: 
Randy Bergdorf
By: 
Don Beal

By: _____
Mayor Daniel R. Schneider, Jr.
By: _____
Daniel Schneider – Council President
Date: _____

Date: 9-24-15



**ILENE
SHAPIRO**
COUNTY EXECUTIVE

September 25, 2025

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

RE: Intergovernmental Agreement for Summit County Animal Control Services

Dear Mayor Schneider

The Village of Peninsula does not have an agreement with Summit County for Animal Control Services. The County proposes entering into a five-year agreement for Animal Control services. Enclosed is a copy of the agreement for your review and signature.

Animal Control services have not seen a rate increase since 2015, despite rising operational costs. Currently, it costs the County \$119.00 on the first day an animal is brought into the facility. This cost covers the initial vaccines, deworming, flea prevention, testing, kennel and medical staff hourly rates, and food.

It is important to note that the proposed rate represents only half of the County's actual cost for the intake of a dog. The County remains committed to providing high-quality, compassionate care for animals while balancing fiscal responsibility and sustainability of these critical services.

If you have any questions or concerns, please do not hesitate to contact me at lpesci@summitoh.net or 330-643-8364.

Thank you for your partnership in supporting effective Animal Control services for our community.

Sincerely,

Lori Pesci, Director
Department of Public Safety
Summit County Executive Ilene Shapiro's Office

cc: Christine Fatheree, Animal Control Manager
Alex Burt, Staff Attorney

INTERGOVERNMENTAL AGREEMENT
For
ANIMAL CONTROL SERVICES
between the
COUNTY OF SUMMIT
and
VILLAGE OF PENINSULA

This Animal Control Services Agreement (the "Agreement") is effective as of September 1, 2025, between the Village of Peninsula, Ohio (the "Community"), duly authorized by Ordinance No. _____, and the County of Summit, Ohio through the Department of Public Safety, Division of Animal Control (the "County"), duly authorized by Resolution No. 2025-229.

RECITALS

- A. The Community desires to engage the County to render certain services with regard to animal control, and related matters within the Community.
- B. The County is willing to provide said services, for the considerations and upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises and conditions, the parties agree as follows:

1. TERM AND RENEWAL

This Agreement shall be for a period of five (5) years from the effective date above unless either party gives sixty (60) days advanced written notice of termination to the other party. This Agreement may be renewed for an additional five (5) year term upon written consent of the parties.

2. IMPOUNDMENT OF DOGS

The County will accept dogs seized within or delivered from the Community and impound them at the County Animal Control Facility. At the Community's request, and subject to the discretion of the Animal Control Manager, the County may also seize, trap, or transport dogs running at large. All dogs accepted by the County will be impounded, housed, fed, vaccinated, spay/neutered, redeemed, sold, or euthanized in accordance with state law, County ordinances, and the terms of this Agreement.

3. INJURED OR ILL ANIMALS

The Community shall be responsible for transporting any sick or injured animals to the Humane Society of Greater Akron. The County reserves the right to refuse acceptance of such animals.

4. CAPACITY LIMITS

The County may refuse animals if no kennel space is available.

5. SURRENDERS

Surrenders shall only be accepted from designated officials from the Community. Surrenders from the public will not be accepted.

6. FEES

The Community shall pay the County the following:

Per diem of \$60.00 per day, per animal, for up to three (3) days, for a total cost not to exceed \$180.00 per animal. The per diem shall include impounding, housing, feed, and veterinary care.

Euthanasia and disposal: \$50.00 per animal

The County shall invoice the Community monthly.

If a court orders that animals brought to the Animal Control Facility by the Community must be held during the course of a related criminal or civil case, the Community will be responsible for paying the County all fees associated with the care and housing of those animals until the court issues a final order regarding the animal's disposition.

7. AFTER HOURS SERVICE

Service before 7:30 AM and after 4:00 PM Monday through Friday, weekends, and all holidays shall be provided at the sole discretion of the County Animal Control Manager. The cost to the Community for any such service may include all applicable costs as well as reimbursement for overtime and mileage.

8. RECORDS

The County shall keep a record of each animal surrendered by the Community and all services rendered to those animals, in accordance with established Record Retention Policies.

9. COMPLETE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to Animal Control Services and supersedes and replaces all prior agreements, contracts, negotiations, and understandings, whether written or oral, relating to the subject matter herein. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Intentionally Blank – Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement for Animal Control Services.

VILLAGE OF PENINSULA, OHIO

COUNTY OF SUMMIT, OHIO

Dan Schneider, Mayor

Ilene Shapiro, County Executive

Date

Date

Approved as to Form:

Approved as to Form:

By: _____

Brian K. Harnak, Director
Department of Law and Risk Management



Village of Peninsula



2026 SUMMIT COUNTY HEALTH CONNECTION RENEWAL

In partnership with Summit County, we are pleased to present to you the renewal for the Summit County Health Connection program effective January 1, 2026.

On January 1, 2026, there will be no benefit changes to your existing plans.

The overall increase in 2026 is 5.88% for the medical and prescription drug coverage. The rates are illustrated below; please fill in the monthly employee contribution amount for each plan and tier in the blanks below.

	PPO 1000		
	Current Rates	2026 Rates	Employee Amount
Single	\$1,345.01	\$1,424.10	
Employee/Spouse	\$2,824.52	\$2,990.60	
Employee/Child(ren)	\$2,555.52	\$2,705.78	
Family	\$4,297.60	\$4,550.30	

Please sign below to acknowledge the acceptance of these new rates that will be effective January 1, 2026 – December 31, 2026. Please return to Nadia Bara (Nadia.Bara@nfp.com).

Signature: _____

Date: _____

We appreciate the opportunity to be of service to you and your employees. Should you have any questions, you may reach Brady Sheets at 216-868-6091 or at brady.sheets@nfp.com.

Sincerely,

Jim Dustin
Managing Director, NFP Corporate Services-OH

Lisa Yeager
Deputy Director of Employee Benefits, Summit County

Insurance services provided through NFP Corporate Services (OH), Inc., a subsidiary of NFP Corp.

Village of Peninsula

Effective January 1, 2026

DENTAL

	Current Guardian 100/100/60 & 100/80/50		Renewal Guardian 100/100/60 & 100/80/50	
	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
Upgrade / Downgrade				
Deductible	Single Family	\$50 \$150	\$50 \$150	\$50 \$150
Annual Maximum		\$1,000	\$1,000	\$1,000
Maximum Rollover		Yes	Yes	Yes
Preventive		100%	100%	100%
Basic		100%	100%	80%
Major		60%	60%	50%
Child Ortho (Age 19)		n/a	n/a	n/a
Ortho Maximum		None	None	n/a
Deductible Waived For		Preventive	Preventive	n/a
Endodontics		Basic	Basic	Basic
Periodontics		Basic	Basic	Basic
Waiting Period		None	None	Basic
Open Enrollment		Annual	Annual	None
Dependent Age Limit		20/26	20/26	None
Network		DentalGuard	DentalGuard	None
Claim Basis		Neg. Fee	Neg. Fee	MAC
Participation Req.		Current	Current	MAC
Rate Guarantee		1 year until 1/1/26	1 year until 1/1/27	MAC
Notes				
	CC	Current	Renewal	
Employee	4	\$25.80	\$25.57	
EE + Spouse	1	\$65.26	\$67.22	
EE + Child(ren)	2	\$65.26	\$67.22	
Family	2	\$119.10	\$122.67	
Monthly Annual \$ Adjustment % Adjustment	9	\$537 \$6,446	\$549 \$6,591 \$145 2.3%	

(Based on 7/2024 Guardian renewal)



This is a summary of information does not guarantee benefits. It is not a detailed overview of benefits, limits and/or exclusions may apply. In the event a discrepancy exists, the policy provisions will prevail.

8/8/2025/ 11:21 AM

Village of Peninsula

Effective January 1, 2026

VISION

Upgrade / Downgrade	Frequency	Current Guardian VSP \$10/25/130	
		NETWORK	NON-NETWORK
Exam Lens	Exam Lens	Once every calendar year	Once every calendar year
Exam Co-Pay	Frames	Once every calendar year	Once every other calendar year
Lens Co-Pay	Single	\$10	up to \$39
	Bifocal	\$25	up to \$23
	Trifocal	\$25	up to \$37
	Lenticular	\$25	up to \$49
	Progressive (Standard)	\$55	up to \$64
Frames Allowances**		up to \$130, then 20%	up to \$46
Contact Lenses		up to \$130	up to \$100
Contact Lens Fitting		Included in the contact lens allowance. 15% discount on the fee	Included in the contact lens allowance
Network Participation Req.		VSP Choice	50% of eligible (Voluntary)
Rate Guarantee			2 years until 1/1/27
Notes			
	CC	Current	
Employee	4	\$8.80	
EE + Spouse	1	\$16.66	
EE + Child(ren)	2	\$16.97	
Family	1	\$26.87	
Monthly		\$113	
Annual	8	\$1,352	

(Based on enrollment from Guardian renewal 8/20/25)



This is a summary of information does not guarantee benefits. It is not a detailed overview of benefits, limits and/or exclusions may apply. In the event a discrepancy exists, the policy provisions will prevail.

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 19-2025
INTRODUCED BY: _____
DATE PASSED: _____

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE
2025 SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM OF
UNDERSTANDING FOR JOB CREATION AND RETENTION AND TAX REVENUE
SHARING**

WHEREAS, the attached 2025 version of the Summit County Intergovernmental Memorandum of Understanding for Job Creation and Retention and Tax Revenue Sharing was developed because of discussions between the Summit County Executive's Office and the Cities and Villages in Summit County; and

WHEREAS, prior versions of this Agreement implemented a set of rules and guidelines to reduce the use of economic incentives to move businesses from one Summit County community to another, and promoted increased collaboration with respect to economic development issues; and

WHEREAS, the Memorandum includes two main features: (1) an incentive and penalty program to motivate more cooperative behavior; and (2) a revenue sharing program to ameliorate the negative impact on local income tax revenues when a significant employer moves from one community to another within Summit County; and

WHEREAS, the incentive and penalty program gives a bonus on grant and loan applications to participating communities and deducts points away from communities that did not adhere to non-poaching guidelines; and

WHEREAS, the Agreement recognizes there is a negative impact on economic development when tax and other financial incentives are offered to companies to move from one Summit County municipality to another, and prohibits signatory communities from engaging in such practices; and

WHEREAS, participation is encouraged by offering a bonus in scoring on funding applications scored by the County, such as SCIP/LTIP, Job Ready Sites, Industrial Site Improvement Funding, and other application mechanisms that are administered and scored by the County, provided approval for same has been given by the grantor agencies; and

WHEREAS, if a community were to offer incentives in a manner contrary to the Model Code of Conduct, the community would not only lose the bonus points but would be penalized by having points deducted from its score on funding applications; and

WHEREAS, this 2025 version of the Memorandum amends the payroll threshold amount that triggers the implementation of the Memorandum and adjusts that threshold for inflation during the effective period of the Memorandum; and

WHEREAS, Council, after having reviewed the Memorandum of Understanding, believes that this program is in the best interests of the economic welfare of the Village of Peninsula and authorizes the Mayor to enter into this Memorandum.

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

SECTION 1. That Council hereby and herein authorizes and directs the Mayor to execute the attached 2025 Summit County Intergovernmental Memorandum for Job Creation and Retention and Tax Revenue Sharing.

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 is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the Village, since it promotes the economic welfare of the Village and County and Council desires for the Village to execute the Memorandum as soon as possible due to its October 1, 2025, effective date. Therefore, this Resolution shall take immediate effect upon its passage.

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

**SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM
OF UNDERSTANDING FOR JOB CREATION AND
RETENTION AND TAX REVENUE SHARING**

Effective October 1, 2025

WHEREAS, the loss of jobs results in social and human costs which can be a significant burden to the area, the region and State, and

WHEREAS, the County of Summit and communities throughout the County recognize it is imperative to cooperate and collaborate with each other for the economic benefit of the region and its resident-taxpayers in order to attract and retain businesses and jobs; and

WHEREAS, there are many current and prospective employers who desire to remain or locate in the County of Summit; and

WHEREAS, the communities further recognize that cooperation is necessary for regional prosperity and enhancement of the local tax base and to successfully compete in global markets; and

WHEREAS, the County of Summit, hereinafter “County”, works with employers, prospective employers and individual communities within the County to provide tax and other incentives for purposes of retaining and locating prospective employers and facilities in communities within the County; and

WHEREAS, the communities further recognize that active attempts to relocate businesses from other local communities has a negative effect on economic development and growth in the region; and

WHEREAS, this Agreement is not intended to have any adverse impact on a business or company’s decision to locate or relocate within the County but merely addresses the relationship of government bodies that may be affected by those independent business decisions; and

NOW THEREFORE, the County and the communities who are signatories herein have reached an understanding concerning their joint and respective interests touching upon a mutual desire to retain and attract businesses and jobs. As a result, the parties agree as follows:

SECTION 1. The signatory communities agree to adhere to a Model Code of Conduct which is attached to this Agreement and made a part hereof as if fully re-written herein. Communities offering any economic incentive or other financial assistance, as defined herein, to potential employers and/or businesses presently located within another signatory community may do so only as specified herein.

SECTION 2(a) As used in this Agreement:

(1) “economic incentive or other financial assistance” means a financial or “in kind” benefit offered by a community to an employer or business of such a nature that it would provide a reasonably operated employer or business with an incentive to relocate its business from one signatory community to the community offering the financial benefit. For purposes of illustration and without limiting the scope of the term, examples of “economic incentives or other financial assistance” include tax abatements, exemptions or credits; reduction or subsidization of utility services not comparably offered to other businesses; direct financing of business-related costs, facilities or expenses at below market rates or differing market terms. For purposes of illustration and without limiting the scope of the term, “Economic incentive” does not include financial benefits that are available to all employers or businesses throughout the community such as free or low-cost advertising on a community website, other government services offered or available to all employers or businesses, utility and tax rates which may be lower than the departed community but are available to all businesses; “sales pitches” which provide information concerning existing matters in the community (ie. the availability of properly zoned property, commercial properties available for lease or sale, existing infrastructure capacity, current or proposed tax rates, etc.).

(2) “departed community” means the signatory community from which the employer or business is moving.

(3) “destination community” means the signatory community to which the employer or business is moving.

(4) “communities affected by the relocation” means the “departed community” and the “destination community” collectively.

(5) “income tax revenue” means both (i) the revenue received by a community for municipal, JEDD or JEDZ income taxes on the compensation of the employees and officers of a business and (ii) the revenue received by a community for municipal, JEDD or JEDZ income taxes on the income, profits and/or earnings of the business.

(6) “aggregate income tax revenue” means the income tax revenue received by a community from all businesses in the community.

(7) “service sharing agreement” is a pre-existing agreement requiring a community to pay to another community a share of income tax received from a business in exchange for a service, utility or other consideration (i.e. an agreement providing for a sharing of income tax revenue in exchange for the extension of municipal water service to the area where the business locates).

(8) “inflation adjusted” shall mean an amount, equal to \$4.5 million for the period of October 1, 2025 to September 30, 2026, adjusted annually by the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI is discontinued or substantially altered, the parties shall agree upon a substitute index that reasonably reflects changes in the cost of living or purchasing power. Annually, the County’s Department of Community and

Economic Development, not later than October 1st of each year, shall notify the signatory communities of the inflation adjusted amount comparing July of that calendar year with July of the prior year.

SECTION 2(b) The relocation of an employer or business between signatory communities, shall trigger revenue sharing in either of the following events: (i) the employer or business which relocated created a significant revenue loss to the community from which the employer or business departed. A significant revenue loss to the departed community will arise if the departed employer or business had, based on an average of the last two full calendar years prior to a relocation, either a \$4.5 million dollar, inflation adjusted, or larger annual payroll or constituted 5% or more of the aggregate income tax revenue of the departed community; or (ii) the employer or business which relocated was the beneficiary of any economic incentive(s) or other financial assistance from the community to which it relocated.

SECTION 2(c) As used in this Agreement, a “partial relocation” occurs when a business moves or transfers some of its employees and payroll from a departed community to a destination community but continues to maintain some business presence in the departed community.

If such a partial relocation occurred due to economic incentives or other financial assistance offered by the destination community, then revenue sharing shall be required as set forth in Section 4 of this Agreement.

If the partial relocation was not the result of economic incentives or other financial assistance offered by the destination community, revenue sharing will occur only if the partial relocation would support revenue sharing based on the criteria set forth in Section 4, Tier Two of this Agreement.

SECTION 2(d) As used in this Agreement, a “split relocation” occurs when a business moves or transfers some or all of its employees and payroll from a departed community to two or more destination communities and may or may not continue to maintain some business presence in the departed community.

If such split relocation occurred due to economic incentives or other financial assistance offered by any destination community, revenue sharing shall be required between the destination community which offered economic incentives or other financial assistance and the departed community as set forth in Section 4 of this Agreement.

If such split relocation was not the result of economic incentives or other financial assistance offered by a destination community, revenue sharing will occur only if the split relocation would support revenue sharing based on the criteria set forth in Section 4, Tier Two of this Agreement. In determining the threshold triggering criteria, as set forth in Section 4, Tier Two of this Agreement, the income tax revenue loss to, and the aggregate income tax revenue of, the departed community at the time of the split relocation shall constitute the base for determining whether all destination communities shall share revenue. In the event revenue sharing is required each destination community shall pay its proportional share for the time periods specified under this Agreement.

SECTION 2(e) “Satellite” or branch office occurs when a business expands to open an additional office or facility at another location. Satellite or branch office will be considered a separate business and not subject to revenue sharing under this Agreement providing the destination community did not offer economic incentives and the expansion does not involve a significant relocation of existing employer or business facilities or employees during the first year of its existence. For purposes of this Agreement, significant relocation will be considered twenty (20%) percent or greater based on the employer or businesses last annual payroll filed with the departed community.

SECTION 3. When a business or employer relocates from one signatory community to another, prior to invoking the hearing provisions of this Agreement, the communities affected by the relocation shall first attempt to agree between themselves on revenue sharing obligations. The signatory communities involved in the relocation may use the formulas and other criteria as set forth in this Agreement as guidance in their negotiations. A sample agreement utilized by a signatory community is attached hereto as Exhibit A. In the event the communities affected by the relocation enter into an agreement to share revenue, that agreement will control the parties’ rights and obligations notwithstanding anything to the contrary contained herein and no other signatory community not affected by the relocation shall have standing to challenge the agreement entered into by the communities affected by the relocation.

In the event the communities affected by the relocation do not agree or cannot negotiate a resolution on any matter under this Agreement, a determination shall be made by the District Eight Public Works Integrating Committee of the Ohio Public Works Commission (hereinafter “Committee”) after a hearing. Any signatory community affected by the relocation of the business or employer may petition the Committee for a hearing by sending notice to all Committee members or their designees and a copy of the hearing request to the County Executive. The Summit County Director of Community and Economic Development shall set a meeting of the Committee within sixty (60) days of receipt of notice. No Committee member may participate in such a determination if his or her community is a party to the hearing. Each party affected by the relocation of the business or employer shall be afforded a reasonable opportunity to present evidence and arguments on behalf of the position of its community. Determinations by the Committee shall be by majority vote of those present subject to quorum and other applicable rules for the routine conduct of Committee business. The ultimate fact question for consideration by the Committee or arbitration panel is whether the triggering events for tax sharing have occurred and/or the amount of tax revenue to be shared.

Any community which disagrees with the determination of the Committee may, within sixty (60) days of the Committee determination, submit a demand in writing to present any matter(s) for determination to arbitration pursuant to Chapter 2711 of the Ohio Revised Code. The party requesting submission of the matter to Arbitration must set forth a demand in writing for arbitration to all other affected communities and the County Executive. All demands for arbitration must be sent by certified U.S. mail, return receipt requested, and must set forth the subject of the dispute with reasonable specificity and recite that the matter has been duly submitted to and a determination made by the Committee. The departed community shall select one arbitrator, the destination community or communities shall select one arbitrator and the County Executive shall select one arbitrator. Every arbitrator shall be an attorney duly licensed to the practice of law in the State of Ohio. All arbitrations hearings shall be held in the County of Summit, Ohio at a

mutually agreeable time and place and no later than ninety (90) days after notice to affected communities as provided for herein. Any award or decision of the arbitrators shall be reduced to writing and be binding upon the parties as provided for by Chapter 2711 of the Ohio Revised Code. Notwithstanding any award or determination made by an arbitration panel hereunder, each community shall bear its own arbitration costs and shall equally share any arbitration costs incurred by the County.

Under no circumstances may the Committee or any Arbitration Panel award a sum of money for revenue sharing greater than the amount and percentages contained in Section 4 of this Agreement.

SECTION 4. Should revenue sharing be deemed appropriate under this Agreement, the recommended approach would be a two tier model as more fully set forth below:

Tier One. Tier One covers business relocations that involve the relocation of a business which, based on an average of the last two full calendar years prior to a relocation, had an annual payroll of less than \$4.5 million, inflation adjusted, and constituted less than five (5%) percent of the aggregate income tax revenue of the departed community. In the first year of a tier one relocation, the destination community will pay forty (40%) percent of the new income tax revenue received from that business by the destination community to the departed community, thirty (30%) percent in the second year and twenty (20%) percent in the third year.

Tier Two. Tier two covers business relocations that involve the relocation of a business which, based on an average of the last two full calendar years prior to a relocation, had an annual payroll of more than \$4.5 million, inflation adjusted, or constituted more than five (5%) percent of the aggregate income tax revenues of the departed community. In the first year of a tier two relocation, the destination community will pay fifty (50%) percent of the new income tax revenue received from that business by the destination community to the departed community, forty (40%) percent in the second year, thirty (30%) percent in the third year, twenty (20%) percent in the fourth year and ten (10%) percent in the fifth year.

For purposes of determining the revenue sharing formula provided under this section, the “new income tax revenue received from that business by the destination community” shall be capped at and shall not exceed the amount of income tax revenue that was collected by the departed community for that business in the last full calendar year prior to relocation. Additionally, if any destination community has an income tax rate exceeding 2%, then that community is only obligated to share income tax revenue in an amount that would be received by that community if it had an income tax rate of 2%.

For purposes of calculating annual payroll and income tax received by a community, whether departed or destination, only payroll and income tax derived from employees that actually work in that community shall be included in such calculations, and the payroll and income taxes of “work-from-home” or remote employees of the business that do not actually work in that community shall not be included in such calculations. For employees who are partially work-from-home or remote, only the portion of those employees’ payroll and income taxes from work performed in the community shall be included. Additionally, in calculating the income tax paid to

a destination community upon a relocation, any income tax paid to that destination community from the business prior to the relocation for work-from-home or remote employees shall be deducted from the calculation of income taxes paid to the destination community – in other words, revenue sharing should only occur based on the net new income taxes paid to the destination community. In establishing this principle, it is the desire of the communities for revenue sharing to be calculated upon payroll and income taxes net of the payroll and income taxes of work-from-home or remote employees that are not contributing towards the economic impact of a relocation on the departed and destination communities.

By way of example, and for the avoidance of doubt, if a business located in a departed community has an annual payroll of \$7 million, but only \$2 million of that payroll is paid to the departed community for employees that actually work in the departed community, and the remaining \$5 million in payroll is earned by work-from-home or remote employees in other communities, then the \$4.5 million threshold, inflation adjusted, for a Tier Two relocation would not be triggered (unless the \$2 million exceeded the 5% threshold for the departed community). Furthermore, in that example, the destination community would only have to share revenue under a Tier One scenario based on the new payroll relocated to the destination community – presumably the \$2 million in payroll for the non-work-from-home or remote employees. In the event any work-from-home or remote employees were already located in the destination community prior to the relocation, the income taxes of those employees should not be factored into revenue sharing calculations.

By way of further example, if a business with a \$7 million payroll relocates to a destination community, but in doing so only \$5 million in payroll relocates to the destination community and the remaining employees become work-from-home or remote employees paying income tax to other jurisdictions, then the destination community need only share revenue with the departed community based on the \$5 million in payroll actually relocated to that destination community. Furthermore, in the event a business relocates from a departed community where it had a payroll in excess of \$4.5 million, inflation adjusted, but upon relocation the payroll in the destination community is less than \$4.5 million, inflation adjusted due to work-from-home or remote employees, or for any other reason, then the \$4.5 million threshold, inflation adjusted, for a Tier Two relocation will not be triggered (unless the payroll actually relocated to the destination community exceeds the 5% threshold for the departed community).

The signatory communities understand that, from time to time, a business will pay income taxes to a community for a full or partial work-from-home or remote employee that is not working while remote in the community to which those income taxes are paid. In such circumstances, that employee may seek a refund from that community for the overpayment of taxes. In the sharing of revenue under this agreement, any such refunds given by a destination community should be reconciled against the revenue sharing actually paid. Practically, such reconciliation should occur in the year that the refund is paid and may require a reimbursement or credit against revenue sharing payments to be made.

In the event a business relocation occurs, and the business relocates to an area of a destination community that is governed by a Service Sharing Agreement between the destination community and departed community, then the destination community shall share income tax revenue with the departed community to the extent set forth in this Section on the net income tax

revenue received by the destination community after the application of the Service Sharing Agreement to the income tax revenue received by the destination community.

In the event a business relocation occurs, and the business relocates to an area of a destination community that is governed by a Service Sharing Agreement with a community other than the departed community, then the destination community shall continue to share income tax revenue with the departed community to the extent set forth in this Section on the total/gross amount of income tax revenue received by the destination community without any reduction or set-off for the Service Sharing Agreement.

In the event any signatory communities engage in revenue sharing under this Agreement, for any reason, and the community which had a business depart and received revenue sharing is thereafter able to fill the vacancy at the real property where the business was located, in whole or in part, before the expiration of revenue sharing, then the previously agreed or awarded revenue sharing shall be subject to modification or elimination. Should income tax revenues from the business which filled the vacancy equal or exceed the income tax revenues of the business which departed, in the last full calendar year prior to its departure, revenue sharing shall cease at the time new income tax revenue equaled or exceeded the income tax revenue of the departed business. Should income tax revenues from the business which filled the vacancy be less than that of the departed business, in the last full calendar year prior to its departure, then such revenue sharing shall be subject to modification. Any continuing revenue sharing should be calculated upon the difference between income tax revenue generated by the departed business in the last full year prior to its departure and the lower income tax revenue generated by the business filling the vacancy which led to revenue sharing under this Agreement. The same procedures to make a claim for revenue sharing under this Agreement shall be used by a community that claims or requests an elimination or modification of previously agreed or awarded revenue sharing under this Section.

It is acknowledged by the signatory communities that the above formula(s) are general and illustrative and the communities affected by the relocation or involved in Service Sharing Agreements may deviate therefrom in any agreement entered into between them.

SECTION 5. The parties acknowledge that one or more signatory communities to this Memorandum may also be parties to a Joint Economic Development District (“JEDD”) or Joint Economic Development Zone (“JEDZ”) agreement. Except as modified or limited in this Section, in the event a business relocates to or from a JEDD or JEDZ area, the revenue sharing provisions set forth in Sections 3 and 4 shall apply, provided all of the following conditions are met:

- a. The departed community must either be a municipality or township that is a signatory to this Memorandum or a JEDD or JEDZ area to which all parties to the JEDD or JEDZ agreement are signatories to this Memorandum.
- b. The destination community must either be a municipality or township that is a signatory to this Memorandum or a JEDD or JEDZ area to which all parties to the JEDD or JEDZ agreement are signatories to this Memorandum.
- c. The provisions for revenue sharing provided under this Section and Sections 3 and 4 shall apply only to income tax revenue collected under the JEDD or JEDZ

agreement and shall not apply to any other revenue or services that are shared or provided under or subject to the JEDD or JEDZ agreement (ie sewer or water infrastructure).

If the JEDD or JEDZ area is the destination community, then the income tax revenue to be shared to the departed community shall be the actual income tax collected under the JEDD or JEDZ agreement, and each signatory to the JEDD or JEDZ agreement shall contribute to the shared revenue in the same proportion that they receive income tax revenue under the JEDD or JEDZ agreement, unless otherwise agreed in writing amongst the signatories of the JEDD or JEDZ agreement.

If the JEDD or JEDZ area is the departed community, then the income tax revenue to be shared back by the destination community shall be shared back to the signatories to the JEDD or JEDZ agreements in the same proportion that they receive income tax revenue under the JEDD or JEDZ agreement, unless otherwise agreed in writing amongst the signatories of the JEDD or JEDZ agreement.

For purposes of determining the triggering of revenue sharing under Section 2(b) hereof, revenue sharing shall be required when an employer or business that relocates is the beneficiary of any economic incentive(s) or financial assistance from **any** community that is signatory to a covered JEDD or JEDZ agreement. In such event, all parties to the JEDD or JEDZ agreement shall be obligated to share revenue as set forth herein.

For purposes of determining the 5% threshold for a significant revenue loss under Section 2(b), hereof, when a business relocates from a covered JEDD or JEDZ area to another signatory community, a significant revenue loss shall be deemed to occur, and revenue sharing shall be required hereunder, if the income tax revenue received from the departed businesses constitutes 5% or more of the aggregate income tax revenue of **any** signatory community to the JEDD or JEDZ agreement, inclusive of income tax revenue received through both JEDD/JEDZ areas and non-JEDD/JEDZ areas, and, in such event, revenue sharing shall be provided by the destination community back to all of the signatory communities of JEDD or JEDZ, in the manner prescribed herein.

If a business relocates from a signatory community to an area of a township that is not subject to a JEDD or JEDZ agreement, and that township is a signatory to this Memorandum, the Township shall have no obligation to share revenue or make other compensation to the departed community. Conversely, in the event a business relocates from an area of a township not subject to a JEDD or JEDZ agreement, and that township is a signatory to this Memorandum, the destination community shall have no obligation to share revenue with the township.

In the event a township is signatory to this Memorandum and is not a signatory to any JEDD or JEDZ agreement, that township shall not be subject to the revenue sharing provisions of this Memorandum, either as a departed or destination community. However, that same township shall receive the 5% additional points on grant application(s) and be subject to deduction of points on grant applications as more fully set forth herein.

The inclusion of JEDDs and JEDZs in this Memorandum shall be effective July 1, 2012. Any relocations to or from a JEDD or JEDZ completed prior to July 1, 2012 shall not require revenue sharing or trigger the penalty or other provisions of this Memorandum.

SECTION 6. The parties understand and agree that from time to time a signatory community may offer an economic incentive or financial assistance to a relocating business that is calculated or based on the payroll of the relocating business and entails crediting or rebating a portion of the income taxes paid by that relocating business for a period of years (“income tax credit incentive”). In the event a signatory community provides an income tax credit incentive to a business that is relocating from another signatory community or applicable JEDD or JEDZ (as set forth in Section 8), that income tax credit incentive shall be calculated by and limited to crediting or rebating income tax payments only from newly created jobs associated with the relocating business and not any relocated jobs from the departed community. Any signatory community that provides an income tax credit incentive contrary to this Section shall be subject to Section 11 of this Agreement.

SECTION 7. Except as otherwise provided herein, this Agreement sets forth the exclusive rights of the communities concerning business relocations and tax revenue sharing between and among themselves and limits any and all claims for legal relief to the monetary remedies and grant fund inducements set forth herein. The parties waive any and all claims to injunctive or other equitable relief which could or might be asserted hereunder. It is further acknowledged that this Agreement is only between the communities and may not be used to prohibit, impede, delay or otherwise encumber any business/employer from moving or relocating. This Agreement may not be used to assert any claim or cause of action in law or equity against any business/employer arising from or due to any decision to relocate.

SECTION 8. When a business departs and relocates to another signatory community and the departed community believes it may be entitled to revenue sharing as set forth in Section 2(b) of this Agreement, the departed community shall provide the destination community with notice of a claim for tax sharing. Such notice shall be sent on or before ninety (90) days of the employer or business’s last payroll tax filing with the departed community. Notice must be sent by personal delivery or U.S. certified mail, return receipt requested and notice shall also be served upon the County. Failure to send the notice provided for herein shall constitute a waiver of any claim to tax sharing. In the event the departed community is a covered JEDD or JEDZ as set forth in Section 5, notice is achieved by all parties to the JEDD or JEDZ collectively noticing the destination community. In the event the destination community is a JEDD or JEDZ, notice is achieved by the departed community noticing all parties to the covered JEDD or JEDZ.

In the event that a signatory community (i) offers financial incentives to a businesses which is currently located in another signatory community, (ii) is aware of the identity of the business and (iii) is aware that the business is located in another signatory community, then that community shall notify the current community of the offering of the financial incentives in writing, as soon as possible, but not later than three (3) business days of the satisfaction of all three conditions, above. In the event the incentive or financial assistance is being offered by a signatory community to induce a relocation of a business to a covered JEDD or JEDZ of which that offering community is also signatory, that offering community shall be obligated to provide the notice provided herein,

and any other communities that are signatory to the JEDD or JEDZ that did not offer an incentive are not obligated to provide notice.

The community contacted by the business or offering a business financial incentive may provide information and may work with the prospective business.

It is understood by all signatory communities that the notice requirements set forth above reflect the intent to allow a community which may be negatively impacted by a business relocation between signatory communities to explore what action may be taken to retain the business in the community. A prospective community may nevertheless provide information since it is also recognized that if a business relocates it is preferable that the relocation be between signatory communities.

Any notice required when prospective business relocation is proposed or discussed shall include notice to the County of Summit as the facilitator of this Agreement. See Section 10.

The above notification provisions shall apply to business consolidations, which shall be treated as relocations.

SECTION 9. This Agreement is subject to the legislative approval of all participating communities including the County.

SECTION 10. The County of Summit shall act as facilitator of the provisions of this Agreement and shall: (1) assist the signatory communities in applying for and participating in any state or federal programs or other eligible grant fund programs which may be offered to communities for economic assistance; (2) assist in any dispute resolution offered under this Agreement including offering mediation to signatory communities; (iii) be noticed or sent copies of any notices required under this Agreement. The Director of Community and Economic Development of the County of Summit shall be designated as the person to receive any notice required under this Agreement.

In order to facilitate the provisions of this Agreement, each signatory shall, upon execution of this Memorandum, notify the County, in writing, of the aggregate income tax revenue collected by that community in the previous two (2) calendar years. Thereafter, each signatory community shall notify the County, in writing, not later than March 1st of each year, of its aggregate income tax revenue for the preceding calendar year.

SECTION 11. The County, in addition to other duties set forth above, will offer signatory communities opportunities to score an additional five (5%) percent of total possible points on applications for SCIP/LTIP, Job Ready Sites, Industrial Site Improvement Funding, and other application mechanisms that are administered or scored by the County, beginning with Fiscal Year (FY) 2010 projects, provided approval for the same has been granted or given by the necessary grantor agencies. This incentive structure has been approved by the Ohio Public Works Commission for SCIP/LTIP funding. In the event it is determined by an opinion of the Ohio Attorney General or by a Court of competent jurisdiction that the County is prohibited by law from providing the signatory communities with the opportunity to score an additional five (5%) percent of total points on grant applications, as set forth herein, then any signatory community may

withdraw from this Agreement by sending notice of their withdrawal to the County and they need not comply with the notice requirements provided for in Section 12 of this Agreement.

If a signatory community has been determined by written stipulation or by the Committee after the hearing provided for under this Agreement or by an Arbitration panel under this Agreement to have caused a business or employer to relocate from another signatory community by offering economic incentive(s), then a penalty on the above development-grant programs shall apply. The signatory community determined by stipulation, the Committee or arbitration panel to have caused a business relocation shall receive a deduction of five (5%) percent of the total possible points on each application for the above cited programs which are administered and/or scored by the County. Said deduction shall last for a period of two (2) years from the final determination that a signatory community offered economic incentives to induce the employer or business to relocate from another signatory community. The deduction provided for herein shall not be levied against any signatory community which has entered into a tax sharing agreement with another signatory community in lieu of the hearing and other remedies provided for in Section 3 of this Agreement. The failure of any signatory community to comply with the dispute resolution process as set forth in Section 3 of this Agreement including compliance with any lawful decision of the Committee or any Arbitration Panel will subject the non-complying community to the penalty deduction of total possible points on its grant applications for two (2) years from the time non-compliance began or until such time as the community comes into full compliance, whichever time period is shorter.

In the event a covered JEDD or JEDZ, as set forth in Section 5, is the destination community to which a business relocates, no penalty shall apply under this Section to any community that is signatory to that JEDD or JEDZ if that community has agreed to share revenue with the departed community, regardless of whether the other signatory communities that are also signatory to the JEDD or JEDZ fail or refuse to share revenue.

SECTION 12. All signatories to this Agreement agree to participate in a review of this Agreement once per year to consider any modifications, alterations or other changes which the signatories may find necessary or desirable. Any change or modification to this Agreement must be approved by the legislative body of each participating community. A community electing to withdraw from this Agreement shall provide at least one hundred eighty (180) days advanced notice, in writing, to the County prior to the effective date of any legislation authorizing such withdrawal except as provided for below. Any community which exercises its right to withdraw from this Agreement may not rejoin or otherwise become a signatory community to this Agreement for a minimum period of two (2) years after such a withdrawal.

Any existing signatory or member community may elect to withdraw from this Agreement without providing the one hundred eighty (180) day notice whenever a community's legislative body will not approve or accept a proposed modification to this Agreement made during the annual review as set forth above. In such event the community must pass a legislative resolution or ordinance affirmatively withdrawing from this Agreement due to proposed modifications. Such withdrawal will be effective immediately but will not alter, abrogate or otherwise modify any existing revenue sharing agreed upon or determined to be appropriate under this Agreement. Such withdrawal shall not alter any pending claim for revenue sharing which was initiated before a community withdrew from the Agreement. Should the proposed modification be subsequently

eliminated or materially changed, such a community may rejoin the signatory communities to this Agreement with the two year waiting period being waived; otherwise the two year waiting period shall remain in effect. The decision to rejoin must be accomplished by legislative resolution or ordinance.

In the event an annual review is not conducted as contemplated above, this Agreement and its terms shall continue during the next year under those terms and conditions set forth in the most current version of this Agreement and the failure to conduct an annual review shall not cause this Agreement to terminate. Furthermore, the terms of this version of the Agreement shall remain in effect until the effective date of any subsequent version adopted by the signatory communities.

Each signatory community to this Memorandum has participated, and/or had the opportunity to participate in the annual review. The parties agree that to remain parties to this Memorandum, and to qualify for the 5% additional points on the OPWC District 8 LTIP/SCIP applications, that their legislative authority must approve, and the appropriate authority must sign, this Memorandum no later than the Effective Date set forth above.

SECTION 13. This Agreement does not prohibit or otherwise limit the signatory communities from entering into Agreements between themselves concerning job creation, retention or revenue sharing. This Agreement does not abrogate or supersede any existing Agreement between signatory communities.

SECTION 14. Time is of the essence of this Agreement.

(Signatures on following page.)

**IN WITNESS WHEREOF, WE HAVE SIGNED AS REPRESENTATIVES OF OUR
RESPECTIVE ENTITIES ON THIS _____ DAY OF _____, 2025.**

Title or Jurisdiction

Signature

County of Summit

Ilene Shapiro, County Executive

Date

Name and Title

Date

MODEL CODE OF CONDUCT OF SIGNATORY COMMUNITIES

- 1.** The signatory communities recognize that in a free marketplace employers and business can and will relocate. This Agreement concerns only jobs and businesses locating from one Summit County signatory community to another Summit County signatory community. Jobs and businesses relocating from outside of Summit County do not qualify for tax revenue sharing under this Agreement.
- 2.** The signatory communities recognize that good faith efforts to fulfill their rights and obligations between themselves are essential to successful job creation/retention and revenue sharing. This includes the obligation to provide timely notice to fellow communities and the County as required under this Agreement, accurate disclosure of financial data, tax information and other matters and the prompt sharing of tax revenues which may be due pursuant to this Agreement.
- 3.** The signatory communities agree to participate in good-faith negotiations to resolve disputes and cooperatively participate in dispute resolution mechanisms provided for under this Agreement which may be required from time to time.
- 4.** When considering changes or modifications to this Agreement, due consideration will be given to the needs and welfare of all signatory communities.
- 5.** The signatory communities will not attempt to circumvent their obligations imposed hereunder by means of subterfuge, the use of third party intermediaries or other methods.

EXHIBIT A
SAMPLE REVENUE SHARING AGREEMENT

See attached.

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 20-2025

INTRODUCED BY: _____

DATE PASSED: _____

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE QUOTE FROM AKRON TRACTOR & EQUIPMENT, INC. FOR A NEW HOLLAND MODEL B95D LOADER BACKHOE

WHEREAS, the Village Service Department needs a new loader/backhoe; and

WHEREAS, the Service Department has investigated several options for this type of machine, sought and received quotes, and determined that the New Holland Model B95D Loader Backhoe will provide the best technical performance, functionality, and fit for the Village's needs at the best price; and

WHEREAS, the Village is a member of the Sourcewell cooperative purchasing organization as member number 203485; and

WHEREAS, New Holland participated in a competitive bid process in response to an RFP issued by Sourcewell by submitting a proposal for which Sourcewell awarded Contract Number 11723-CNH-2 to New Holland for the machine in question; and

WHEREAS, the Village desires to purchase the loader/backhoe pursuant to the above referenced Sourcewell contract from Akron Tractor & Equipment, Inc.

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

SECTION 1. That the Mayor is hereby and herein authorized to accept the attached quote from Akron Tractor & Equipment, Inc. of Akron, Ohio for a New Holland Model B95D Loader Backhoe with the standard equipment set forth in the quote pursuant to the aforementioned Sourcewell awarded contract for \$82,331.

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 this equipment is presently available, the quote expires on October 26, 2025, and the equipment will greatly assist with the operation of a municipal department. Therefore, this Resolution shall take immediate effect upon its passage.

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

AKRON TRACTOR & EQUIPMENT, INC.
1309 Collier Rd, Akron, Ohio 44320
Telephone: 800-821-2785 or 330-836-0237
Cell: 440-773-5800 Email: craig@akrontractor.com

ON
LOT

September 26, 2025

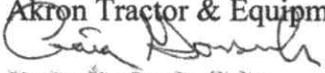
Village of Peninsula
1582 Main Street
Peninsula, Ohio 44264

Following is our quote on the Sourcewell New Holland Contract Number 11723-CNH-2, your member number is 203485.

One New Holland Model B95D Loader Backhoe with the Standard Equipment listed on the attached pages, and Tier 4 Final, 97HP., Engine, Power Shuttle 4X4 Transmission, 2WD, Deluxe Cab with Heater and AC, 2-Lever Mechanical Backhoe Controls, 11LX16 Industrial Galaxy Front Tires, 16.9X28 EZ Rider Galaxy Rear Tires, Standard Dipperstick with 14'5" Digging Depth, Front Counterweight, Reversible Stabilizer Pads, 1.3 Yard Loader Bucket with Bolt-on Reversible Cutting Edge, 24" Backhoe Bucket, Tilt Steering Wheel, Cloth Deluxe Mechanical Suspension Seat with 2" Belt, 4 Front and 4 Rear Work Lights, Right & Left Exterior Rearview Mirrors, Front & Rear Wipers, Dual Batteries, Backhoe Lift Eye, 110 Volt Engine Block Heater, Rotating Beacon, Delivered to your Location.

Sourcewell New Holland Current List Price	\$126,664.00
35% Sourcewell Contract Discount	-\$44,333.00
Sourcewell New Holland Contract Price	\$82,331.00

Quote Good to 10/26/2025
Estimated Delivery: 7 to 10 Days. Subject to Prior Sale.
Factory Prices Subject to Change without Notice.

Akron Tractor & Equipment, Inc.

Craig Gorsuch, Sales

**B95D T4F TRACTOR LOADER BACKHOE 2WD
US PRICE LIST**

Standard Equipment

ENGINE (Tier 4 Final):

Electronic 4 Cylinder Diesel, Direct Injection, Turbo aftercooler
3.4L (207 cu. in.) Displacement
Power - ISO14396
- Gross 97 SAE hp (72 KW)
- Net 95 SAE hp (71KW)
Full flow engine oil filter
Aspirated air Cleaner - Replaceable dry type dual element with radial seal
Glow Plugs Cold Start
Cooled EGR
Fuel Tank - useable capacity 34.6 US gal (131 L)
Radiator with Expansion bottle
Antifreeze -34°F (-37°C)
Selective Catalytic Reduction (SCR)
Diesel Exhaust Fluid (DEF) Tank
Useable
Capacity 3.5 us gal (13.2L)
Viscous fan drive
Self adjusting belt

POWERTRAIN:

4F-4R Power Shuttle Synchronesh Transmission (PT units)
300mm Torque Converter
Electric F/R Shuttle Control
Electric Differential Lock control with push button activation, located on the loader control lever

INSTRUMENTATION ILLUMINATED:

Gauges:

Engine Coolant Temperature
Converter Oil temperature
Fuel Level
DEF Level
Tachometer/hourmeter
Backlit gauges with illuminated pointer

Warning Lights:

Air cleaner restriction
Alternator
Cold Start

A/C Low/High Pressure
Engine Oil Pressure
Parking Brake Engagement
Low Fuel
Low DEF
Master Warning
Master Stop
108 dB(A) alarm at 2100 Hz for Canopy units
109 dB(A) alarm at 2100 Hz for Cab units
Audible Warning Alarm for:
Coolant Temperature
Engine Oil Pressure
Parking brake engagement
Low DEF
Backup Alarm
Horn, dual switched @ Front & Rear
Two buttons for screen navigation and control
Turn Signal indicators with switch
4 signal indicator emergency

ELECTRICAL:

Auto Engine Protection
12V System
Single 95Ah 900A Battery
High Capacity Alternator 160 Amp
Key Start
Prewired for radio (CAB only)
Fuses/Relays located in the right console
Neutral start switch
Sealed Fuseblock Compartment
Water Resistant Main Fuseblock
Lights:
Cab/Canopy Front:
2 Amber Turn flashed lights
4 Individual 55 W works lights
Cab/Canopy Rear:
2 Amber Turn/flasher lights (21 W) with integrates red stops (21 W) and Tail lights (5 W)
4 Individual 55 W work lights

**B95D T4F TRACTOR LOADER BACKHOE 2WD
US PRICE LIST**

Standard Equipment

HYDRAULICS:

Open center hydraulic system
(Mechanical control)
Twin Gear Pump 40GPM (151 L/min)
@ 2200 RPM (Mechanical control)
Load sensing, closed center hydraulic
system (Pilot control)
Variable Displacement Pump from 1.5
to 41 GPM (6 to 156 L/min) @ 2200
RPM (Pilot control)
7 Micron Spin oil filter
Heavy duty Hydraulic oil cooler
O-Ring Face Seal Fittings

FRONT AXLE:

74 in. Tread Width
8-bolt Wheel Hub
Hydrostatic Power Steering
with priority
Intergrated Steering Cylinder
2WD: Cast Construction

REAR AXLE/BRAKES:

68 in. Fixed Tread Width
Outboard Planetary Final Drive
Multi-Plate Hydraulic, Self-Adjusting,
Self-Equalizing Wet Disc Brakes
Spring applied hydraulic released
(SAHR) wet parking brake located
on transmission output shaft
Differential Lock (electric actuated)

OPERATOR STATION:

ROPS/FOPS Certified Canopy & Cab
Flat Deck
Dual Side Entry
Fixed Steering Column
(Canopy model)
Tilted Steering Column
(Cab model)
Rear Fenders/extensions
Hand and Foot Throttle
Right-Hand Instrument Console
Interior Rearview Mirror
Exterior LH & RH Rearview Mirror

60,790 BTU Heater -3 Speed Fan (Cab)
Air-Conditioning (Cab)
Retractable Sun Shade (Cab)
Bluetooth Radio (Cab)
Mechanical Cloth Suspension Seat
(Cab) with 3" retractable seat belt
Mechanical Vinyl suspension seat
(Canopy) with 3" retractable seatbelt
Antivandalism Cover for dash (Canopy)
Adjustable opening windows
2 door access
Rear window open access
All tinted glass
Front and rear windshield wipers
Oversea Protection

LOADER:

Straight Loader Arms
Single lever 4 function loader control;
Lift, Dump, Clutch Cut out, Diff lock
Mechanical Strut lock
Bucket Level Indicator
Return-to-Dig & Anti-Rollback Feature
Dual Lift and Bucket Cylinders

BACKHOE:

14'6" Dig Depth (Standard Backhoe)
161.5 degree bkt rotation in power
hole
200 degree bucket rotation in speed
hole
Dirt Stabilizer Pads
Mechanical operated control system:
2 lever control - NH
Horn button
Pedal command for extendable dipper
(mechanical)
6 spool backhoe control valve
(machine with Std dipperstick)
7 spool backhoe control valve
(machine with HED dipperstick)
Pilot operated control system:
Thumb operated Proportional
electrohydraulic extendable control
Thumb operated horn button

**B95D T4F TRACTOR LOADER BACKHOE 2WD
US PRICE LIST**

Standard Equipment

Indefinitely adjustable towers
in Cab pattern change control
Thumb operated one touch Idle
Backhoe lift eye

TELEMATICS:

MyNewHollandConstruction.com
Telematics includes 5 Yr subscription

SAFETY AND SECURITY:

4-Post ROPS/FOPS
Lockable Compartments for:
Engine, Hydraulic System, Battery,
Lockable Fuel Cap
Horn
Backup Alarm

WARRANTY: Base Warranty coverage:

12-Month / Unlimited Hr Full Machine
Limited Warranty

SHIPPING POINT:

Port of Entry



EDINBURG TRACTOR SALES



6941 Tallmadge Rd. Rootstown, Ohio 44272
330-325-9914
Edinburgtractor.com

9/23/2025
Village of Peninsula
Attn: Mike
Quote Number: 092325

4x4

Edinburg Tractor Sales is pleased to quote for State Bid Purchase

- 1- New Holland **B75D TLB**. Cab with HVAC, 24" HD Tooth backhoe bucket, Extendahoe, 2 stick backhoe controls, standard loader bucket, front fenders, 1 way backhoe auxillary flow with manual controls. MSRP: \$116,164. State bid discount: 35%

Bid Price \$75,506.60

- 2- 36" Ditch bucket for above mentioned B75D, smooth cutting edge

Bid Price \$2,300

- 3- 30" Tooth bucket for above mentioned B75D

Bid Price \$2,100

Quote Valid until 10/30/25. 2 units in stock within New Holland Company Inventory. **Estimated 6 week lead time upon commitment.** Pricing includes freight, prep, and delivery.

Thank you for the opportunity to quote you this equipment

Rick McMullen
General Manager-Edinburg Tractor Sales
330-325-9914
rick@edinburgtractor.com

AKRON TRACTOR & EQUIPMENT, INC.
1309 Collier Rd, Akron, Ohio 44320
Telephone: 800-821-2785 or 330-836-0237
Cell: 440-773-5800 Email: craig@akrontractor.com

September 26, 2025

Village of Peninsula
1582 Main Street
Peninsula, Ohio 44264

ON
LOT

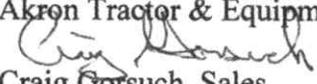
Following is our quote on the Sourcewell New Holland Contract Number 11723-CNH-2, your member number is 203485.

One New Holland Model B95D Loader Backhoe with the Standard Equipment listed on the attached pages, and Tier 4 Final, 97HP., Engine, Power Shuttle 4X4 Transmission, 4WD, Deluxe Cab with Heater and AC, Pilot Backhoe Controls, 14X17.5 Industrial Galaxy Front Tires, 16.9X28 EZ Rider Galaxy Rear Tires, Glide Ride Control, HED Extendahoe Dipperstick with 18'6" Digging Depth, Heavy Front Counterweight, Reversible Stabilizer Pads, 1.3 Yard Loader Bucket with Bolt-on Reversible Cutting Edge, 24" Backhoe Bucket, Tilt Steering Wheel, Cloth Deluxe Mechanical Suspension Seat with 2" Belt, 4 Front and 4 Rear Work Lights, Right & Left Exterior Rearview Mirrors, Front & Rear Wipers, Dual Batteries, 1 Way & 2 Way Auxiliary Rear Hydraulics & Hammer Circuit with Completing Kit, Backhoe Lift Eye, 110 Volt Engine Block Heater, Rotating Beacon, Toolbox, Delivered to your Location.

Sourcewell New Holland Current List Price	\$169,525.00
<u>35% Sourcewell Contract Discount</u>	<u>-\$59,334.00</u>
Sourcewell New Holland Contract Price Subtotal	\$110,191.00
<u>New Holland Factory Material Surcharge</u>	<u>\$4,882.00</u>
Sourcewell New Holland Contract Price	\$115,073.00

Quote Good to 10/26/2025
Estimated Delivery: 7 to 10 Days. Subject to Prior Sale.
Factory Prices Subject to Change without Notice.

Akron Tractor & Equipment, Inc.


Craig Gorsuch, Sales

**B95D T4F TRACTOR LOADER BACKHOE 4WD
US PRICE LIST**

Standard Equipment

ENGINE (Tier 4 Final):

Electronic 4 Cylinder Diesel, Direct Injection, Turbo aftercooler
3.4L (207 cu. in.) Displacement
Power - ISO14396
- Gross 97 SAE hp (72 KW)
- Net 95 SAE hp (71KW)
Full flow engine oil filter
Aspirated air Cleaner - Replaceable dry type dual element with radial seal
Glow Plugs Cold Start
Cooled EGR
Fuel Tank - useable capacity 34.6 US gal (131 L)
Radiator with Expansion bottle
Antifreeze -34TF (-37TC)
Selective Catalytic Reduction (SCR)
Diesel Exhaust Fluid (DEF) Tank Useable
Capacity 3.5 us gal (13.2L)
Viscous fan drive
Self adjusting belt

A/C Low/High Pressure
Engine Oil Pressure
Parking Brake Engagement
Low Fuel
Low DEF
Master Warning
Master Stop
108 dB(A) alarm at 2100 Hz for Canopy units
109 dB(A) alarm at 2100 Hz for Cab units
Audible Warning Alarm for:
Coolant Temperature
Engine Oil Pressure
Parking brake engagement
Low DEF
Backup Alarm
Horn, dual switched @ Front & Rear
Two buttons for screen navigation and control
Turn Signal indicators with switch
4 signal indicator emergency

POWERTRAIN:

4F-4R Power shuttle Synchromesh Transmission (PT units)
300mm Torque Converter
Electric F/R Shuttle Control
Electric Differential Lock control with push button activation, located on the loader control lever

ELECTRICAL:

Auto Engine Protection
12V System
Single 95Ah 900A Battery
High Capacity Alternator 160 Amp
Key Start
Prewired for radio (CAB only)
Fuses/Relays located in the right console
Neutral start switch
Sealed Fuseblock Compartment
Water Resistant Main Fuseblock
Lights:
Cab/Canopy Front:
2 Amber Turn flashed lights
4 Individual 55 W works lights
Cab/Canopy Rear:
2 Amber Turn/flasher lights (21 W) with integrates red stops (21 W) and Tail lights (5 W)
4 Individual 55 W work lights

INSTRUMENTATION ILLUMINATED:

Gauges:

Engine Coolant Temperature
Converter Oil temperature
Fuel Level
DEF Level
Tachometer/hourmeter
Backlit gauges with illuminated pointers

Warning Lights:

Air cleaner restriction
Alternator
Cold Start

**B95D T4F TRACTOR LOADER BACKHOE 4WD
US PRICE LIST**

Standard Equipment

HYDRAULICS:

Open center hydraulic system
(Mechanical control)
Twin Gear Pump 40GPM (151 L/min)
@ 2200 RPM (Mechanical control)
Load sensing, closed center hydraulic
system (Pilot control)
Variable Displacement Pump from 1.5
to 41 GPM (6 to 156 L/min) @ 2200
RPM (Pilot control)
7 Micron Spin oil filter
Heavy duty Hydraulic oil cooler
O-Ring Face Seal Fittings

FRONT AXLE:

74 in. Tread Width
8-bolt Wheel Hub
Hydrostatic Power Steering
with priority
Intergrated Steering Cylinder
2WD: Cast Construction
4WD: 4WD Center Drive with Electrical
Engage and Indicator Light
Outboard Planetary Final Drive

REAR AXLE/BRAKES:

68 in. Fixed Tread Width
Outboard Planetary Final Drive
Multi-Plate Hydraulic, Self-Adjusting,
Self-Equalizing Wet Disc Brakes
Spring applied hydraulic released
(SAHR) wet parking brake located
on transmission output shaft
Differential Lock (electric actuated)

OPERATOR STATION:

ROPS/FOPS Certified Canopy & Cab
Flat Deck
Dual Side Entry
Fixed Steering Column
(Canopy model)
Tilted Steering Column
(Cab model)
Rear Fenders/extensions
Hand and Foot Throttle

Right-Hand Instrument Console
Interior Rearview Mirror
Exterior LH & RH Rearview Mirror
60,790 BTU Heater -3 Speed Fan(Cab)
Air-Conditioning (Cab)
Retractable Sun Shade (Cab)
Bluetooth Radio (Cab)
Mechanical Cloth Suspension Seat
(Cab) with 3" retractable seat belt
Mechanical Vinyl suspension seat
(Canopy) with 3" retractable seatbelt
Antivandalism Cover for dash (Canopy)
Adjustable opening windows
2 door access
Rear window open access
All tinted glass
Front and rear windshield wipers
Oversea Protection

LOADER:

Straight Loader Arms
Single lever 4 function loader control;
Lift, Dump, Clutch Cut out, Diff lock
Mechanical Strut lock
Bucket Level Indicator
Return-to-Dig & Anti-Rollover Feature
Dual Lift and Bucket Cylinders

BACKHOE:

14'6" Dig Depth (Standard Backhoe)
161.5 degree bkt rotation in power
hole
200 degree bucket rotation in speed
hole
Dirt Stabilizer Pads
Mechanical operated control system:
2 lever control - NH
Hoist button
Pedal command for extendable dipper
(mechanical)
6 spool backhoe control valve
(machine with Std dipperstick)
7 spool backhoe control valve
(machine with HED dipperstick)
Pilot operated control system:

**B95D T4F TRACTOR LOADER BACKHOE 4WD
US PRICE LIST**

Standard Equipment

Thumb operated Proportional
electrohydraulic extendahoe control
Thumb operated horn button
Indefinitely adjustable towers
In Cab pattern change control
Thumb operated one touch Idle
Backhoe lift eye

SAFETY AND SECURITY:

4-Post ROPS/FOPS
Lockable Compartments for:
Engine, Hydraulic System, Battery,
Lockable Fuel Cap

Horn
Backup Alarm

TELEMATICS:

MyNewHollandConstruction.com
Telematics includes 5 Yr subscription

WARRANTY: Base Warranty coverage:

12-Month / Unlimited Hr Full Machine
Limited Warranty

SHIPPING POINT:

Port of Entry

VILLAGE OF PENINSULA, OHIO
ORDINANCE NO.: 21-2025
INTRODUCED BY: _____
DATE PASSED: _____

**AN ORDINANCE AMENDING THE VILLAGE ZONING MAP RELATING TO
FOUR CONTIGUOUS MAIN STREET PARCELS
AND A CONTIGUOUS N. CANAL STREET PARCEL**

WHEREAS, pursuant to Section 1149.09 of the Village Codified Ordinances, Council may, at its own initiative or upon recommendation of the Planning Commission, amend the boundaries of zoning districts; and

WHEREAS, at its September 22, 2025, Meeting, the Planning Commission recommended to Council that four Main Street parcels be rezoned from Residential-2 to Commercial and one N. Canal Street parcel be rezoned from Residential-2 to Conservation Recreation; and

WHEREAS, in making that recommendation, the Planning Commission determined the following with respect to the 1653 and 1663 parcels: the parcels have historically been occupied by commercial uses; those commercial uses are considered nonconforming, which limits their scope of investment and potential expansion; the rezoning will support future investment in and the long term development of the properties; the rezoning is in keeping with the goals of the Long-Range Plan and the recently completed Downtown Master Plan and will protect the small town atmosphere and historic structures; the rezoning will reinforce the Village's financial stability; the rezoning will bring the Main Street commercial zone to its point of logical conclusion and protect residential uses to the west; and the rezoning will increase the amount of land in the Village commercial zone from 10.4 acres to 10.71 acres; and

WHEREAS, in making that recommendation, the Planning Commission determined the following with respect to the 6045 N. Canal parcel: the property is owned by the CVNP and is adjacent to other CVNP land; the Village has historically zoned property owned by the CVNP Conservation Recreation; and the property is not being currently used commercially; and

WHEREAS, Council desires to adopt the recommendations and conclusions of the Planning Commission and rezone the parcels in question accordingly.

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

SECTION 1. That Council hereby amends the Village Zoning Map with respect to the following parcels, as depicted in the Zoning Map that is attached hereto and incorporated herein by reference.

- Peninsula Foundation Main Street Properties from R-2 to C
 - 1653 Main St. (Peninsula Coffee House; Parcel #1110637)
 - 1653 Main St. (Rear-septic; Parcel #1110638)
 - 1663 Main St. (River Light Gallery; Parcel #1100212)
 - 1663 Main St. (River Light Gallery; Parcel #1100222)
- CVNP Property behind River Light Gallery on N. Canal from R-2 to CR
 - 6045 N. Canal (USA/CVNP; Parcel #1100209)

SECTION 2. That 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. That 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

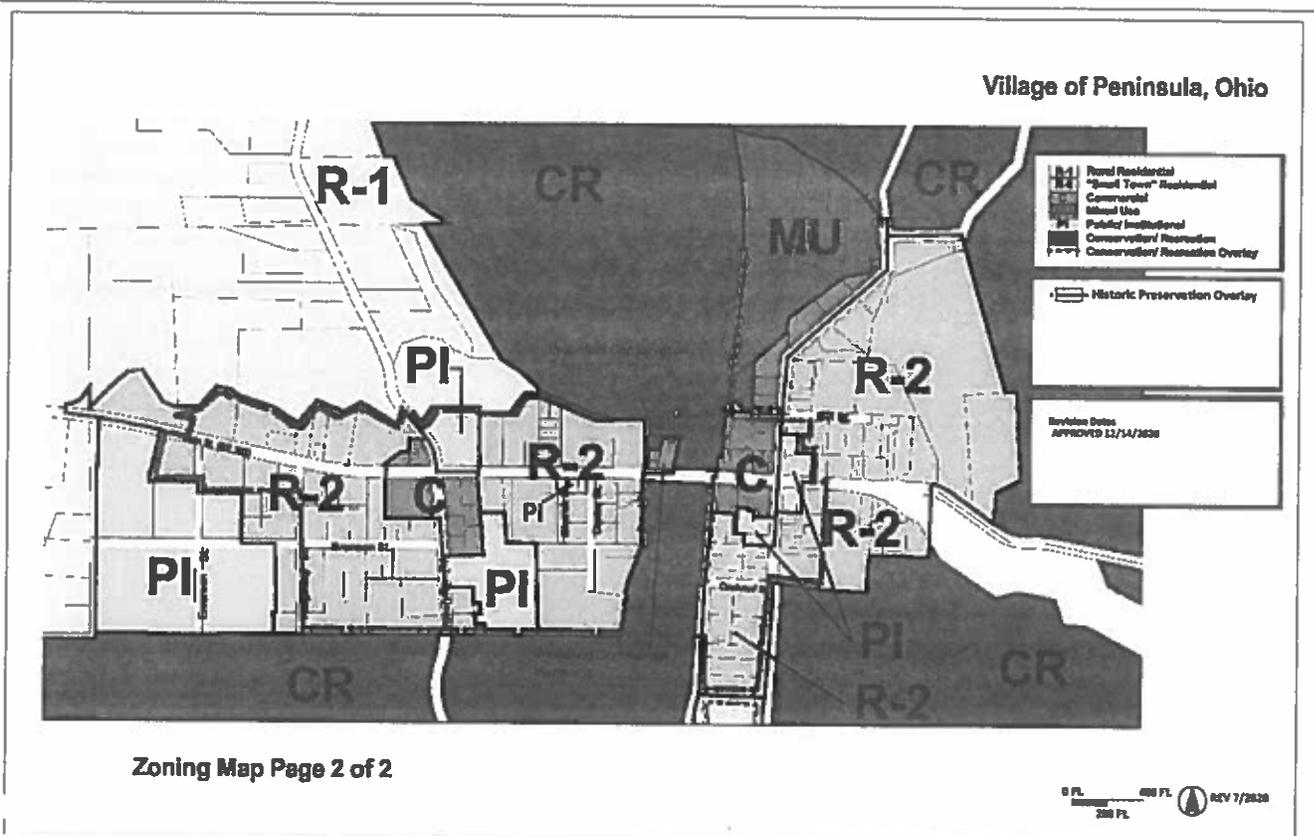
Posting Certificate

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

The following is the proposed zoning configuration:



Zoning Map Page 2 of 2