



VILLAGE OF PENINSULA

AGENDA REGULAR MEETING OF COUNCIL

Tuesday April 14, 2026, 7:00 p.m.
Peninsula Village Hall
1582 Main Street
Peninsula, Ohio 44264

CALL TO ORDER/ROLL CALL

PRESENTATION OF AGENDA AND AMENDMENT OF THE AGENDA

SPECIAL PRESENTATIONS

Tony Burgoyne OHM Regarding Rt. 303 Project

RT. 303 PROJECT LEGISLATION:

Resolution No. 06-2026

Sponsored by: Mayor Schneider

An Emergency Resolution Authorizing the Mayor to Execute a Professional Services Agreement Proposal from OHM Advisors for the State Route 303 (Main Street) Safety Improvements Project (First Reading)

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS

March 10, 2026 Council Meeting Minutes

March 24, 2026 Council Meeting Minutes

CITIZEN PARTICIPATION

REPORTS

Mayor, Daniel Schneider, Jr.

Fiscal Officer, Ms. Iaconis

Street Commissioner, Mr. Anderson

Finance Liaison, Mr. Krachinsky

Police Department

Roads and Public Works

Planning Commission, Ms. Frank-Hensley

Zoning Officer, Mr. Collins

Board of Zoning Appeals

Buildings and Grounds, Ms. Frank-Hensley and Ms. Riggins

Chamber of Commerce & Economic Development

Policies & Procedures Liaison, Mr. Slocum

Records Retention and Disposal Policy and Schedule

Public Records Standard Operating Procedures

Cybersecurity

Events Ordinance or Policy

Fire Board, Mr. Krachinsky

Cemetery Board, Ms. Padrutt

JEDD Board, Ms. Riggins

Wastewater/Stormwater/Water

Solicitor, Mr. Bryan

ADDITIONAL LEGISLATION: None.

UNFINISHED BUSINESS/NEW BUSINESS

Village Contracts:

Motion to Authorize the Mayor to Execute Consultant Agreement with Aislinn Consulting LLC/Rita McMahon for Planning Assistance and Services

Insurance

Solicitor

Other Matters:

Short-Term Rentals

Village Communications/Village Hall Sign

Council Priority List

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

**Record of Proceedings
Regular Council Meeting**

Held: Tuesday, March 10, 2026

CALL TO ORDER: The Mayor called the meeting to order at 7:00 PM

ROLL CALL:

Mayor Daniel Schneider, Jr.	Present	Amy Fank-Hensley	Present
Richard Slocum	Present	Daniel Krachinsky	Present
Jodi Padrutt	Present	Eliud Rosales	Present
Moe Riggins	Present		

OTHERS PRESENT: Solicitor Bryan, Chief Nagy, Administrative Assistant Dorton, OHM Representative Burgoyne, Great Lakes Telecom & Electric Representative Cochran

PRESENTATION OF AGENDA AND AMENDMENT OF THE AGENDA

SPECIAL PRESENTATIONS

Presentation from Tom Cochran, Great Lakes Telecom & Electric, LLC, Regarding Meeting Room Recording System

Ms. Frank-Hensley introduced Tom Cochran from Great Lakes Telecom and Electric to present a proposed audio-visual solution for Council Meetings, focused on high-quality, easy-to-use recording and visual presentation capabilities. Mr. Cochran outlined a mobile AV cart with an 85-inch monitor, built-in PC, Logitech camera/microphone/speaker system, with wireless presentation capability and compatibility with Teams meetings. He also discussed a separate recording setup using a rear-mounted camera and microphones to capture meetings with date-stamped video and audio. He explained recordings would be stored locally for several years, could be downloaded to a thumb drive, and could be shared via different methods. The cost is just under \$16,000.

Councilmembers asked questions about reliability, warranties, storage redundancy, sound quality, and backup systems. Mr. Cochran explained the equipment would be owned outright, supported by manufacturer warranties and his own installation support, and be able to be upgraded over time. After concerns were raised about protecting recordings and avoiding a single point of failure, he agreed to revise the quote to include mirrored hard drives for redundancy, with only a modest cost increase that would not exceed \$18,000. Additional discussion centered on the room's poor acoustics and whether sound-deadening treatments or other structural changes would be needed to improve audio quality.

Tony Burgoyne, OHM

Motion to Authorize the Mayor to Execute a Cost Reimbursement Agreement for the Valley Regional Water District Feasibility Study, or an Agreement Substantially Similar Thereto, between the Village of Boston Heights, Village of Peninsula, County of Summit, Conservancy for the Cuyahoga National Park, and Orchard Hiltz & McCliment, dba OHM Advisors ("OHM"), and the Payment of Up to \$33,333.33 to OHM from the Village as its Share of the Cost of the Study

Mr. Burgoyne explained the proposed agreement is for a feasibility study for creating a regional drinking water district involving Peninsula, Boston Heights, and Boston Township. The goal is to evaluate how to bring reliable public drinking water to the area. The current reliance on

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wells and trucked water, as well as fire safety concerns, would be addressed by forming a jointly governed water utility similar in nature and structure to a fire district. The cost of the \$125,000 study would be split among the partners and would assess infrastructure needs, costs, and funding opportunities, including potential federal support tied to national park proximity, water sources, system design, and long-term operations. The study would take three to six months and is intended to give the Village enough information to decide whether to move forward with the next steps. Residents would not be obligated to connect to the system.

Ms. Padrutt raised concerns about inconsistencies and confusion with the nomenclature in the proposal documents. She asked for clarification on wording and cost structure and participating entities. Mr. Burgoyne explained that the words feasibility study and master plan are interchangeable in this context, covering the full scope of work outlined in the \$125,000 proposal, which cost is being split among four contributing partners: Peninsula, Boston Heights, Summit County, and the Conservancy. He clarified the Conservancy can only contribute \$25,000, and the remaining balance is divided among the other three partners, since Boston Township indicated it cannot currently contribute financially. As a result, Peninsula's share is about \$33,000. A discussion took place regarding the cost allocation and partner roles. It was reaffirmed that the request before Council is to approve funding for its portion of the study.

Ms. Padrutt asked about the timeline for the study, noting she didn't see clear deadlines in the proposal. Mr. Burgoyne clarified that a general schedule is included, estimating the study will take about three to six months after approval is received, depending on how quickly information can be gathered. He stated that some flexibility is preferred rather than committing to a strict deadline. He emphasized the study's purpose is to generate enough preliminary data to pursue funding and inform future decisions, with no obligation beyond the study at this stage.

Ms. Frank-Hensley asked how the study would define governance for a potential water district. Mr. Burgoyne explained it would include recommendations on structure, representation, legislation, and rate-setting. Ms. Frank-Hensley also inquired about user projections. Mr. Burgoyne stated those projections would come from regional data, local development trends, and input from participating communities and agencies. Mr. Burgoyne noted the study would involve multiple meetings with local officials and partners to gather information and assess needs, though the exact number of meetings is not yet defined.

Ms. Padrutt questioned the feasibility of completing the study within the proposed timeline. Mr. Burgoyne acknowledged delays could occur and the timing depends on funding opportunities and data collection. He outlined that if the project moves forward, implementation would be long-term, due to high infrastructure costs, elevation challenges, and the need for phased development. He emphasized the current \$33,000 commitment is only for the study to determine feasibility, funding sources, and preliminary system design, with future decisions and investments to follow based on those findings.

**PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS:
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Ms. Frank-Hensley made a motion that was seconded by Ms. Padrutt to approve the Minutes. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms.

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Padrutt, yes; Ms. Riggins, yes; Mr. Rosales, yes. The motion was approved. Ms. Riggins stated she feels it is a lack of transparency to adjust anything more than misspellings in the drafted minutes prior to a meeting. Ms. Dorton stated that any edits made prior to the meeting can be addressed with an updated and emailed draft.

CITIZEN PARTICIPATION:

Greg Butler stated he is excited about the new Service Department employee and is happy Mr. Andexler has help. The Mayor noted the new hire is very punctual and eager to work.

OHM WATER FEASIBILITY STUDY AUTHORIZATION VOTE:

Ms. Frank-Hensley asked to return to the water feasibility study topic and made a motion that was seconded by Mr. Slocum to approve the above motion. Ms. Frank-Hensley stated that after hearing more details, she recognized the study as an opportunity to access funding and gather necessary data, even without firm timelines. She emphasized that while many residents want water and others do not, informed decisions require a clear plan and transparency about potential impacts, including development and long timelines for implementation. She recommended if the study proceeds, the Village should communicate with residents to set expectations, clarify that the investment is for information gathering, and ensure the community understands both the benefits and uncertainties involved. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes; Mr. Rosales, yes. The motion was approved.

REPORTS

Mayor, Daniel Schneider, Jr.: The Mayor stated he will coordinate with the Village Engineer to address the creek bed erosion. He announced tentative Peninsula Live dates for June 5, July 10, and August 7. Two of three bands are already under contract. He noted efforts to improve data security by exploring the purchase of a safe for storing police hard drives, which are currently not well protected. He is in the process of consulting others about sizing and storage needs.

Fiscal Officer, Ms. Iaconis: Ms. Iaconis was unable to attend the meeting due to illness.

Street Commissioner, Mr. Anderson: The Mayor reported he and Mr. Anderson are consulting with the Engineer regarding the work required to fix the sinkhole. He is considering purchasing a \$2,500 ditching bucket for the new backhoe, which would allow the Village to complete the work in-house. He noted the equipment would take a few weeks to arrive, and the final decision will depend on the Engineer's guidance. He is working to establish a direct contact with General Diecasters to further discussions related to that property.

Finance Liaison, Mr. Krachinsky: Mr. Krachinsky made a motion that was seconded by Mr. Slocum to approve the submitted bills list. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes; Mr. Rosales, yes. The motion was approved.

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Police Department: Chief Nagy stated he had nothing to report.

Roads and Public Works: The Mayor reaffirmed he is hopeful the new Village Service Department employee will work out. He noted the speed signs are expected to arrive around March 25.

Planning Commission, Ms. Frank-Hensley: Ms. Frank-Hensley announced this month's meeting has been moved to March 16 to accommodate Commission Members' schedules. She will review the priority list items geared toward the Planning Commission with the Commission and return with the Commission's input.

Zoning Officer, Mr. Collins: Mr. Bryan shared there is a property being reviewed by the Zoning Officer for code violations. Ms. Dorton added that first quarter taxes for the short-term rentals are due by the end of April.

Board of Zoning Appeals:

Motion to Confirm the Mayor's Appointment of Matthew Padrutt to the Board of Zoning Appeals

The Mayor requested a motion to confirm his appointment of Matthew Padrutt to the BZA. Ms. Padrutt stated she was recusing herself from this matter. Ms. Riggins made that motion that was seconded by Mr. Krachinsky. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt-abstain; Ms. Riggins, yes; Mr. Rosales, yes. The motion was approved. There will be a BZA Meeting on Monday April 28 at 6:00 p.m. Mr. Bryan reported the variance request reviewed at the March 10 BZA Meeting was approved.

Buildings and Grounds: The Mayor noted he is still trying to establish contact with General DieCasters. Multiple companies appear to be conducting testing at the site. He is looking into how to obtain sandstone and conduct the repairs to the Village Hall entrance and sidewalk.

Chamber of Commerce & Economic Development: Council reviewed a Chamber of Commerce update indicating the group is reassessing its direction, goals, and priorities, with a membership meeting scheduled for April 8 at Happy Days Lodge. It was clarified that instead of maintaining a formal Liaison to attend Chamber meetings, Council would invite a Chamber representative to attend Council Meetings to provide updates as needed.

Policies & Procedures Liaison, Mr. Slocum:

Cybersecurity

Mr. Slocum reported he received a \$38,000 assessment proposal from TrustedSec, which appeared too extensive for the Village's small infrastructure. He then contacted Lake Tech, but Lake Tech partners with TrustedSec, so no true second quote was obtained. He is now working with the Village's IT contractor, Tom Sousa, to develop a more tailored compliance plan, focusing on practical steps like staff training, which is available through the State, potential equipment needs, and identifying what work can be handled internally versus outsourced. Additional efforts include exploring grant funding, possible network management services, and refining the scope of work to better match the Village's size and needs before moving forward.

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Updated Public Records Request Policy: Council discussed the updated public records request policy prepared by Mr. Bryan and a detailed internal procedures manual prepared by Ms. Padrutt that includes definitions, request handling steps, response timelines, tracking, and redaction standards. There was agreement to separate those items into two documents. Ms. Padrutt described how her document provided guidance for handling requests based upon their complexity. It was suggested that the Village avoid creating overly rigid requirements that could expose the Village to compliance issues, especially given the Village's limited staffing issues. It was determined that the documents would be further reviewed at the next Council Meeting.

Records Retention Schedule (In Progress): Mr. Bryan stated he is working on preparing an updated Records Retention Schedule. Council discussed the next steps for records retention. The Village needs to inventory older records, determine what can be destroyed, and follow the formal approval process through the Records Commission and Ohio History Connect. There is recognition that significant backlogged records will require organization, categorization, and formal authorization before disposal, making this an ongoing administrative effort.

Events Policy: Ms. Padrutt stated the Village needs a more comprehensive events policy. She feels the current regulations are limited and unclear. Council discussed the distinctions between public and private events, Village-sponsored and third-party events, and requirements such as insurance, police support, road closures, and liquor permits. Concerns included liability, cost responsibilities, security, and rules enforcement. Ms. Padrutt volunteered to draft a policy. Mr. Bryan stated he could send Ms. Padrutt an ordinance sample from another community.

Fire Board, Mr. Krachinsky: Mr. Krachinsky stated he had nothing to report.

Cemetery Board, Ms. Padrutt: Ms. Padrutt shared there is a meeting scheduled for next week.

JEDD Board, Ms. Riggins: Ms. Riggins stated she had nothing to report.

Wastewater/Stormwater/Water: Preliminary construction activity on the wastewater project could begin this year. The timing depends on external factors like Akron's involvement and financial constraints. Residents are asking about connection costs. It was noted that estimates for that work vary by contractor, and financial assistance programs could cover the costs for qualifying residents. The next steps for the water initiative include finalizing the agreements and holding a kickoff meeting with all participating entities, ideally by the end of the month.

Solicitor, Mr. Bryan: Mr. Bryan advised the Village was advised by FirstEnergy that all Village streetlights will be converted to LED lights over the next five years at no cost. The default bulbs will be 3000K unless the Village specifies that it prefers 4000K bulbs or provides a mapped plan as to what bulbs it wants where. Members raised concerns about existing nonfunctional streetlights that need separate reporting and repair, emphasizing safety issues in poorly lit areas. Council agreed to revisit the topic and consider how lighting decisions may align with broader initiatives like streetscape improvements and a potential dark sky ordinance.

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LEGISLATION:

Third Reading:

Resolution No. 03-2026

Requested by: Mayor Schneider and Fiscal Officer Iaconis

A Resolution Establishing the Annual Operating Budget and Setting Forth the Appropriations for 2026

Mr. Bryan read the Resolution by title. Mr. Slocum made a motion that was seconded by Mr. Krachinsky to adopt the Resolution. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes; Mr. Rosales, yes. The Resolution was adopted.

Ordinance No. 05-2026

Requested by: Members of Council

An Ordinance Establishing Section 125.08 of the Administrative Code Regarding Meeting Video with Audio Recordings and Meeting Minutes

Mr. Bryan read the Ordinance by title. Mr. Slocum made a motion that was seconded by Ms. Riggins to approve the Ordinance. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes; Mr. Rosales, yes. The Ordinance was adopted.

UNFINISHED BUSINESS/NEW BUSINESS:

Prioritized Contract Tracking Table/ Review of Village Contracts: PayByPhone Parking/Wichert Insurance/Cyber Policy/Solicitor Notice Period Addition/Village Planner McMahon Job Description and Contract:

Ms. Padrutt and Mr. Krachinsky stated they reviewed the Village contracts and prioritized key ones for discussion, including PayByPhone, insurance, and consultant agreements, using AI to flag potential risks and spread renewal timelines more evenly. They emphasized that consultant duties should be defined within contracts and that they would continue to review and refine contracts over upcoming meetings.

Council discussed the PayByPhone parking contract, noting it is currently operating on a year-to-year basis with a 90-day notice required for termination. It was determined it was too late to terminate or renegotiate the contract this year. Council agreed to revisit the issue at the end of the year, contact the vendor to address usability and fee concerns, and evaluate options before the next renewal period.

Mr. Bryan explained the Village's insurance renewal process, noting the Village insurance agent, Wichert Insurance, shops for carriers annually to provide the various forms of coverage and find the best rates and coverage options for the Village. The Village coverage year ends on June 23. The Village receives its renewal proposal each year sometime between April through early June. Wichert attempts to get the quotes as soon as possible while the insurers wait as long as possible to gather as much claims data as they can before providing the renewal rates.

Short-Term Rentals

Ms. Riggins presented her review of short-term rental compliance, arguing that while regulations were tightened in recent years, significant enforcement issues remain. She pointed out issues with occupancy limits, parking requirements, insurance documentation, and

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required reporting. She noted the only documentation for minimum rental days is the self-reported quarterly short-term rental tax records. She expressed concerns about unregulated parking, inaccurate listings, and inspections. She noted that short-term rentals contribute relatively little revenue compared to long term resident income taxes. She suggested that the Village will benefit from fewer short-term rentals in 2026. She stated there is strong resident sentiment favoring the reduction or elimination of short-term rentals. The discussion broadened to policy direction, with several Councilmembers expressing concern that short-term rentals are difficult to regulate effectively and may be placing an unnecessary burden on the Village administration. Ideas included phasing out non-owner-occupied rentals over time, strengthening enforcement, requiring stricter verification, or considering a full ban. Legal risks and enforcement limitations were acknowledged. Council recognized there is no simple solution. There is a need to balance resident concerns, legal constraints, administrative capacity, and economic impact. While there was general support for prioritizing owner-occupied rentals and possibly reducing non-owner-occupied permits through attrition, questions remain about enforcement feasibility, staffing, and whether new regulations would be effective. The topic was left open for further discussion at the next meeting.

GREAT LAKES TELECOM & ELECTRIC, LLC ENGAGEMENT:

Ms. Frank-Hensley made a motion that was seconded by Mr. Krachinsky to proceed with the updated quote from Great Lakes Telecom in an amount not to exceed \$18,000. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes; Mr. Rosales, yes. The motion was approved.

EXECUTIVE SESSION (IF NECESSARY): None.

ADJOURNMENT: Mr. Krachinsky made a motion to adjourn the meeting that was seconded by Mr. Slocum. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes; Mr. Rosales, yes. The meeting was adjourned at 9:31 PM

Respectfully submitted:

Daniel Schneider Jr., Mayor

Date

Katie Iaconis, Fiscal Officer

Date

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Held: Tuesday, March 24, 2026

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

ROLL CALL:

Mayor Daniel Schneider, Jr.	Present	Amy Fank-Hensley	Present
Richard Slocum	Present	Daniel Krachinsky	Present
Jodi Padrutt	Present	Eliud Rosales	Absent
Moe Riggins	Present		

OTHERS PRESENT: Solicitor Bryan, Chief Nagy, Zoning Officer Collins, Administrative Assistant Dorton

PRESENTATION OF AGENDA AND AMENDMENT OF THE AGENDA: Mr. Slocum requested that the agenda be amended to include an executive session at the end of the meeting to discuss personnel and employment matters. Mr. Bryan stated the agenda already includes an executive session item if necessary. Ms. Padrutt made a motion that was seconded by Ms. Frank-Hensley to amend the agenda as requested by Mr. Slocum. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion was approved.

SPECIAL PRESENTATIONS: None.

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS:
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Ms. Frank-Hensley made a motion that was seconded by Mr. Slocum to approve the minutes. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The minutes were approved.

CITIZEN PARTICIPATION: Steve Craig asked about the absence of the left-turn lanes at the Rt. 303 and Riverview Road intersection on the Rt. 303 Project plans, noting that this change seemed to happen without clear input from residents or businesses despite extensive prior planning. Mr. Slocum explained that during the master planning process, based on traffic data, it was determined that the Ohio Department of Transportation would not support a turn lane at that location, which led to its removal before the Area Master Plan was finalized. He noted that issue has been discussed at prior meetings. Mr. Slocum noted that ODOT is now the lead agency on the project and continues to review and provide feedback on the plans, meaning elements could still change. Mr. Craig expressed confusion about Council's priority list, which items were most important on the list, and the order in which Council is addressing those issues. Ms. Frank-Hensley explained that the list originally included ranked priorities, but over time, it evolved into more of a working status tracker as Council began addressing items on the list. She acknowledged the confusion and agreed the format could be improved to better communicate priorities moving forward.

The conversation then shifted to the General Die Casters property. The Mayor explained the Village has learned there is a signed letter of intent between General Diecasters and a potential buyer. The identity of the potential buyer is unknown. Mr. Craig emphasized the site's potential to significantly impact the Village in the future. He voiced support for local control of

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the property to guide development. Council acknowledged uncertainties around the property contamination and acknowledged that updating zoning regulations will be important as decisions about the property move forward.

REPORTS:

Mayor, Daniel Schneider, Jr.: The Mayor reported the large duck on the Village Hall property will be leaving tomorrow to go to Hudson. On Saturday, it will go to Cuyahoga Falls and will then float down the river. It serves as a fundraiser and marketing teaching tool for local schools. The Mayor stated he is still investigating options for a fireproof safe for data storage. He is addressing unauthorized overnight parking in the Village parking lot with improved signage and patrols. Based upon an inquiry from Councilperson Slocum, the Mayor advised the administration is working on presenting the most recent Council Meeting minutes for approval at the next meeting.

Fiscal Officer, Ms. Iaconis: The Mayor stated he had nothing to report from the Fiscal Officer.

Street Commissioner, Mr. Anderson: The erosion problem at 6003 S. Locust Street and the sinkhole at 6004 S. Locust were inspected by contractors to assess repair options. A final decision as to how to handle the repairs has not been made. Steve Craig's property concern was also looked at. Specialized equipment may be utilized to make that repair, depending on how the primary sinkhole repair is handled.

Finance Liaison, Mr. Krachinsky: Councilperson Krachinsky stated he had nothing to report.

Police Department: The Mayor stated he had nothing to report for the Police Department.

Roads and Public Works: The Mayor explained storm debris pickup was delayed due to salt spreaders still being on trucks amid ongoing winter weather, but that cleanup has now been completed. Regular limb pickup will begin on the first Monday of each month through September. That service is not intended for large-scale tree removal debris by residents or landscapers outside of storm situations. The Mayor thanked the Service Department for repairing the broken sandstone walk areas at Village Hall. The new speed signs have been assembled and will be put in operation soon. They will be placed near key entry points along Rt. 303 and in the business district in areas with proper solar exposure. The Mayor stated he would like to replace the weather worn parking banners. Councilperson Frank-Hensley asked if fewer banners could be utilized to help with the aesthetics, while still maintaining their effectiveness. Lastly, the Mayor reported the cost of the guardrail repairs for two locations is currently estimated at \$15,000. He is still waiting for additional quotes to come in.

Planning Commission, Ms. Frank-Hensley: Ms. Frank-Hensley reported the Planning Commission met on March 16, focusing primarily on the parking ordinance, which is back on tonight's agenda on third reading. The Commission also discussed the Council priority list and status of the Rt. 303 Project. Additional topics included improving communication and enforcement for the historic preservation overlay. The Village is working to update the Village

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zoning maps by working with Summit County GIS to create a more accurate, detailed, and useful map. The Commission also discussed economic development ideas provided at a recent training seminar. Updating the Mixed-Use zoning district regulations and land use tables is a key priority for April. The next meeting is scheduled for April 27.

Zoning Officer, Mr. Collins: Mr. Collins stated he has no updates.

Board of Zoning Appeals: Mr. Bryan announced a meeting scheduled for April 28 at 6:00 p.m. for a side setback variance for a house addition.

Buildings and Grounds, Ms. Frank-Hensley and Ms. Riggins: The Mayor stated he already reported on the letter of intent in place for the General Diecasters property and the recent sidewalk repairs at Village Hall.

Chamber of Commerce & Economic Development: The Mayor stated he attended a Meeting at the Happy Days Lodge focused on regional collaboration among Chambers of Commerce along the Towpath Trail corridor, involving communities from Cleveland down toward the southern region. The regional planning session was led by a Cleveland-based group, with invitations extended to local representatives. Attendees included the Cities of Akron and Canton, park organizations, and other interested municipalities and entities.

Policies & Procedures Liaison, Mr. Slocum: This discussion focused on updating the Village's records retention and public records policies, with emphasis on determining how long to keep audio and video recordings, where current records are stored, and addressing missing attachments in posted meeting minutes. Input from Councilmembers and Department Heads was requested on the records retention schedule. Mr. Frank-Hensley suggested a searchable table would make the document more user friendly. Mr. Slocum discussed his cybersecurity program efforts, including developing a framework, coordinating with the Village IT contractor, and implementing staff training and phishing awareness training measures to reduce risk. Recent cyberattacks were cited that disrupted operations in other municipalities.

Ms. Padrutt reported she is developing an events policy by reviewing examples from nearby communities. She stated she would draft a preliminary version for review, which could then be refined collectively, rather than over-deliberating before a working draft exists.

Fire Board, Mr. Krachinsky: Mr. Krachinsky reported a pancake breakfast is scheduled for May 3, and CPR classes will be held at the Coffee Shop on April 6, 7, 13, and 14.

Cemetery Board, Ms. Padrutt: Ms. Padrutt reported the discussion at the recent Board Meeting centered around storm damage, which included three large fallen trees and a broken tombstone. Cleanup costs were estimated at around \$3,000. The Board is currently working with its insurance company to address repairs.

JEDD Board, Ms. Riggins: Ms. Riggins reported that revenue is coming in with some variation, but it is generally aligning with expected increases from last year. She plans to meet with Mike

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Anderson to gain further insight and noted that the issues related to the Cuyahoga Valley Scenic Railroad payments are still being addressed.

Wastewater/Stormwater/Water: The Mayor provided updates on wastewater and water efforts, including an upcoming discussion with the Girl Scouts at Ledgewood about water concerns after their well output significantly decreased. The purpose of that meeting is to avoid duplicating water planning efforts. The Mayor stated he expects to meet with Mike Vinay soon to get an update on the sewer project, including clearer cost estimates for septic removal and system connections. The Mayor noted the Project cost has risen to around \$18 million, and there are ongoing efforts to secure additional funding. He confirmed that he and Ms. Padrutt will attend the initial water district meeting before determining a long-term Council representative.

Solicitor, Mr. Bryan: Mr. Bryan reported there is ongoing coordination between OHM and ODOT regarding the Rt. 303 Safety Improvement Project. ODOT is providing its input and requirements to OHM regarding the plans. The Village will be involved with making key project decisions moving forward. Mr. Bryan noted he would be out of country from March 25 through April 3 but would be available by phone and email. The time difference will be four hours ahead until March 28 and five hours ahead thereafter.

LEGISLATION:

Third Reading:

Ordinance No. 26-2025

Requested by: Mayor Schneider and Ms. Frank-Hensley

An Ordinance Amending Chapter 1125 of the Zoning Code Related to Off-Street Parking

Mr. Bryan read the legislation by title. Ms. Frank-Hensley made a motion that was seconded by Mr. Slocum to pass the legislation. Ms. Frank-Hensley explained this Ordinance replaces the current, rigid, parking requirements based upon building square-footage with a more flexible, case-by-case approach, that better supports modern business models, aligns with the Village's Master Plan, and encourages investment, while preserving the character of the Village. She emphasized that recorded parking agreements would be formally documented, and the changes would allow creative uses, such as tourism-based businesses with different parking needs. Ms. Padrutt raised concerns, including shifting decision-making power from the BZA to the Planning Commission, potential complications and risks with parking agreements, and insufficient consideration of impacts on residents. She also objected to reducing parking requirements for accessory apartments, arguing they should be based on bedrooms rather than square footage. Others acknowledged the trade-offs, noting the proposal sets minimums rather than maximums, could expand housing and business opportunities, and still allows appeals to the BZA, although it does shift more initial authority to the Planning Commission. Daniel DiAngelo explained the reduced parking requirement for accessory dwelling units is intentional, as these units, which are often located above retail spaces, can share parking with businesses that have unused capacity at night, reducing the need for additional spaces. He emphasized that shared parking agreements and flexible planning oversight are meant to balance the limited parking supply with the goal of avoiding excessive parking lots that harm the Village's character.

Ms. Padrutt again raised concerns about the complexity and potential overuse of shared agreements, impacts on nearby residents, and whether projects should be scaled down if parking

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is insufficient. She also questioned whether the Ordinance was tailored to specific developments. Mr. DiAngelo responded that the approach reflects standard urban planning best practices and is necessary to prevent long-term vacancies caused by overly strict parking requirements. Others noted that Planning Commission oversight and public input would help manage conflicts and ensure appropriate decisions. Ms. Riggins expressed concerns about the proposed parking changes, particularly for apartments and accessory dwelling units, arguing that allowing only one required parking space, especially for units up to 900 square feet, does not reflect real-life needs, as couples or multiple occupants often have more than one vehicle. She questioned raising the square footage level and felt the rationale for these changes was insufficient. She emphasized the Village should attract residents, not just businesses. She also raised issues with relying on shared parking, noting uncertainty and potential inconvenience for residents. She agreed with Ms. Padrutt's concerns about shifting too much authority to the Planning Commission without stronger checks from the BZA and pointed out that decisions are being made without complete data on existing parking capacity. She stated while she supports updating the system overall, she believes the proposal needs further refinement to better balance flexibility with practicality and resident impact.

Ms. Padrutt asked clarifying questions about how shared parking agreements would function in practice, including who would oversee access requirements and whether private residents could lease parking spaces to businesses. Mr. Bryan explained that shared parking agreements need to be formally documented, reviewed by legal counsel, and structured to ensure the business has sufficient parking for its needs. Such agreements could include terms for termination, but if ended, the business would need to secure alternative compliant parking. Responsibility for maintenance (e.g., plowing) and other conditions would also be defined within the agreement. Daniel DiAngelo emphasized that the Planning Commission would review and approve these arrangements to ensure appropriateness, noting that commercial use of residential property for parking would generally not be allowed unless properly zoned, reinforcing that oversight is intended to prevent misuse or neighborhood impacts.

Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mr. Slocum, yes; Ms. Padrutt, no; Ms. Riggins, no. The motion failed due to a lack of sufficient affirmative votes.

Second Reading: None.

First Reading: None.

UNFINISHED BUSINESS/NEW BUSINESS:

Short-Term Rentals: Council discussed next steps for short-term home rental regulation, with Ms. Riggins and others favoring a phase-down of non-owner-occupied rentals by setting the allowed number to zero, while letting existing licensed properties to continue if they continue to meet the requirements. Council requested raising the minimum yearly rental requirement to 120 days. Council debated whether attrition, rather than an instant outright ban, would be the safest and most practical path, since owners who fail to meet the standards would simply lose certification over time. Council also discussed strengthening proof requirements for renewals, clarifying what qualifies as an owner-occupied property, and improving enforcement against uncertified rentals. Mr. Bryan and Ms. McMahon were asked to draft an ordinance amendment based on Council's direction. Mr. Bryan stated they would work on the changes, but due to the

**Record of Proceedings
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complicated nature of the requested revisions, the proposed amended Ordinance will not be ready by the next Council Meeting. Mr. Bryan also noted the 120-day requirement could not be applicable until the 2027 calendar year, since the Village cannot justifiably change that requirement in the middle of the year for currently licensed properties.

Review of Village Contracts: Ms. Padrutt suggested reviewing the Village's Insurance and Solicitor contracts, noting that after a few years it may be worthwhile to explore other options. Councilmembers discussed gathering quotes from additional insurance brokers and potentially soliciting interest for the Solicitor position through formal postings, while acknowledging existing contract terms and timelines. Overall, there was agreement to explore alternatives and gather information before making any decisions. Ms. Padrutt requested that those items appear on the next meeting agenda.

Motion to Authorize the Mayor to Execute Amended Solicitor and Prosecutor Legal Services Contract.

Mr. Slocum made the above motion that was seconded by Ms. Frank-Hensley. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion was approved.

Motion to Authorize the Mayor to Execute Consultant Agreement with Aislinn Consulting LLC/Rita McMahon for Planning Assistance and Services:

Ms. Padrutt questioned the not to exceed \$20,000 amount and whether that amount was currently budgeted. Mr. Slocum made a motion that was seconded by Ms. Padrutt to table this matter until the next meeting until more information is provided by the Fiscal Officer. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion was approved.

Village Communications/Village Hall Sign: Ms. Frank-Hensley reported that the proposed Village Hall sign using analog flip technology is not feasible due to its high cost and indoor-only limitations. She noted that Boston Heights may be exploring a sign and could collaborate or share information. She plans to follow up on previous concepts and quotes. Ms. Frank-Hensley stated she is outlining improvements to Village communication strategies and invited collaboration from other Councilmembers. She stated she also needs to update the priorities list, and Council needs to assign a water district point person.

EXECUTIVE SESSION (IF NECESSARY): Mr. Bryan noted Mr. Slocum requested a motion to enter executive session and he requested a motion pursuant to Ohio Revised Code Section 121.22(G)(1) to go into executive session for the purpose of discussing an employee personnel, employment, and possible disciplinary matter. Mr. Slocum made that motion that was seconded by Mr. Krachinsky. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion was approved, and Council went into executive session at 9:42 p.m. At 10:02 p.m., Mr. Slocum made a motion that was seconded by Mr. Krachinsky to come out of executive session. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion was approved.

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ADJOURNMENT: Mr. Slocum made a motion to adjourn the meeting that was seconded by Ms. Riggins. Roll call vote: Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mrs. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The meeting was adjourned at 10:03 p.m.

Respectfully submitted:

Daniel Schneider Jr., Mayor

Date

Katie Iaconis, Fiscal Officer

Date

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 06-2026

INTRODUCED BY: _____

DATE PASSED: _____

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES PROPOSAL FROM OHM ADVISORS FOR THE STATE ROUTE 303 (MAIN STREET) SAFETY IMPROVEMENTS PROJECT

WHEREAS, the Village retained OHM Advisors (“OHM”) to file and obtain an Ohio Department of Transportation (“ODOT”) HSIP Systematic Safety grant in the amount of \$2,000,000 and an Ohio Public Works Commission (“OPWC”) grant in the amount of \$1,500,000, to collectively be used for State Route 303 proactive pedestrian and roadway safety measures; roadway resurfacing; lane reassignment; ADA compliant walkways and shared use paths; complimentary signal, cross walk, and related streetscaping enhancements; median islands; a center turn lane at the Rt. 303 and Akron-Peninsula Road intersection; associated decorative lighting; and professional services related thereto (“the Project”); and

WHEREAS, in connection with those grant applications, OHM performed professional engineering, design and consulting services, and drafted preliminary plans for the grant applications and Project; and

WHEREAS, ODOT, as the Project leader, and the Village, require significant additional professional engineering, design, and consulting services in connection with the Project; and

WHEREAS, due to OHM’s familiarity and prior work on the grant applications and Project and the firm’s qualifications and experience, Council has determined that OHM is best suited to perform the professional engineering, design, and consulting services outlined in the Professional Services Proposal, which services are necessary for the implementation and success of the Project; and

WHEREAS, the services and cost amounts contained in the Professional Services Proposal were contained in and approved in connection with the OPWC grant application; and

WHEREAS, the cost of the services outlined in the Professional Services Proposal will be fully paid out of the OPWC grant proceeds to be received by the Village and will not be required to be paid with additional Village funds.

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 the Mayor to execute the attached March 20, 2026 Professional Services Proposal from OHM Advisors, or a

Proposal substantially similar thereto, in an amount not to exceed \$299,890.

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 for the reason that Council desires for it to be in place as soon as possible so that OHM can commence performing the work within the proposal's scope of services, which are necessary for the advancement of the Project. Therefore, this Ordinance shall take immediate effect upon its passage.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2026.

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 _____, 2026.

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 _____, 2026, 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



3/20/2026

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

**RE: Proposal for Professional Services – State Route 303 (Main Street) Safety Improvements
PID 125698 – SUM-SR 0303-06.95**

Dear Mayor Schneider:

OHM Advisors (OHM) is pleased to submit this Proposal for Professional Services supporting the above-referenced project. Our proposal outlines the work efforts necessary to complete portions of the design for the SR 303 project.

To facilitate your review, our Proposal is organized as follows:

- ▼ Statement of Understanding
- ▼ Scope of Services
- ▼ Schedule
- ▼ Compensation
- ▼ Clarification and Assumptions
- ▼ Client Responsibilities
- ▼ Additional Services
- ▼ Authorization and Acceptance

We thank you for this opportunity and are excited to continue to work with the Village of Peninsula to provide professional services associated with the SR 303 project. Should you find our proposal acceptable, please sign the attached Proposal and provide a full copy to us for our files. Should you have any questions or comments, please contact me directly.

Statement of Understanding

The Village of Peninsula, in cooperation with the Ohio Department of Transportation (ODOT), seeks funding and professional engineering design services to improve the S.R. 303 (Main St.) corridor between its intersections with Riverview Rd. and Akron Peninsula Rd. (S. Locust St.) We understand the Village successfully secured Ohio Department of Transportation (ODOT) HSIP Systemic Safety and Ohio Public Works Commission (OPWC) funding to make long awaited improvements through downtown. The funding will be used predominantly for safety measures aimed at proactive pedestrian and roadway safety measures. Specifically, the project includes roadway resurfacing, lane reassignment, ADA compliant walkway and shared-use paths. In addition, complimentary traffic signal, cross walks, and related streetscaping enhancements including decorative lighting and landscaping will be installed. New full-depth pavement expansion is also anticipated between Locust Street and Dell Road to accommodate the addition of median islands, and a center turn lane to assist with speed calming.



Once designed and permitted, the project will be ODOT-Let, meaning the state will administer and oversee construction related activities. State oversight requires adherence to both state and federal practices and procedures. This requires complying with ODOT current standard documents and procedures including:

- Location and Design Manual – Volume 1 – Roadway Design
- Location and Design Manual – Volume 2 – Drainage Design
- Location and Design Manual – Volume 3 – Highway Plans
- Manual of Uniform Traffic Control Devices (MUTCD) and Ohio Supplement to the MUTCD
- ODOT Construction and Materials Specifications – 2023 Edition (including Supplemental Specifications, Supplements to the Specifications, and Proposal Notes)
- ODOT Standard Construction Drawings (including roadway, hydraulics, and traffic control)
- Traffic Engineering Manual (TEM)
- Design will be completed in Bentley OpenRoads .dgn format.

Previous efforts to develop design documents for funding solicitation were completed and shall be used as the basis for detailed design. Therefore, the following design review submission to ODOT will be as follows:

- Stage 1-2 Combined Detailed Design
- Preliminary Right-of-Way Plans
- Final Right-of-Way Plans
- Stage 3 Detailed Design
- Final Plan Package

Design efforts shall incorporate design plans for the Village's anticipated sewer and potential water expansion administered by the Summit County Department of Sanitary Sewer Services. Construction of the proposed roadway improvements for this project is planned to commence following the County's project. The tentative SR303 construction start date is November 15, 2027.

Scope of Services

See the attached Proposal Labor Summary and Task Narratives for a detailed list of included tasks, what each task entails, and the proposed hours per task. Our Scope of Services includes tasks required to:

- Verify the survey completed by others is accurate, confirm the existing right-of-way, resolve property lines, and gather any additional field information needed to complete the design.
- Perform geotechnical subsurface investigations and testing for the proposed widened roadway areas.
- Create exhibits for and attend two (2) design coordination meetings and one (1) public engagement meeting.
- Complete Stage 1-2 Combined design, Stage 3 design, and Final Tracings
- Complete Right-of-Way Plans
- Finalize and assist to administer OPWC funding disbursements.
- Ongoing services during construction



Additional As-Needed Services

Additional as-needed items may arise during the development of the design, which were not anticipated at the time this proposal was prepared. These efforts will not be completed until written authorization has been provided by the Village of Peninsula agreeing to the extra work and the budget allowance for this task will not be used without advanced authorization from the Village of Peninsula. OHM will prepare a Scope of Services and a budget for each item for approval by the Village before proceeding.

Schedule

Project deliverables are based on milestones provided on ODOT's LPA Scope of Services form. Since a field review has not been held, these dates will be established upon completion of that meeting.

TASK	Targeted Delivery Date
Authorized Design Consultant	4/15/26
Stage 1-2 Plans Submitted	8/7/2026
Stage 3 Plans Submitted	12/7/26
PS & E Package to District	7/1/27
Sale	10/1/27
Begin Construction	11/15/27

We are prepared to commence work on this project upon receipt of your written authorization to proceed.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the attached Summary of Steps fee schedule for **\$299,890.00**. Our professional services will be performed on an hourly, maximum not-to-exceed basis and invoiced monthly. Design fees are compensable with secured funding through OPWC.

Clarifications and Assumptions

Our Scope of Services was prepared based on the following assumptions:

- ▼ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with Village of Peninsula. OHM Advisors will not proceed with additional services without written authorization to proceed from the Village of Peninsula.
- ▼ Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services, and will be billed on an hourly basis under the Additional Services agreement with the Village of Peninsula.

Client Responsibilities

- ▼ Village of Peninsula will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ▼ Village of Peninsula will provide the following, if available, to assist us with the project: (prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, exiting topography, access to structures, easements and utility line information, utility availability, building information, etc.)



Additional Services

The following services are not included in our Compensation but may be desired. Fees for these services can be negotiated later if deemed necessary. Additional services that may be needed are as follows:

- ▼ Environmental
- ▼ Subsurface Utility Engineering
- ▼ Additional Meetings
- ▼ Right-of-way Acquisition

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this proposal with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with the Village of Peninsula on this project. This proposal is valid for 30 days from the submittal and upon expiration, OHM Advisors reserves the right to modify the proposal.

Sincerely,

Acceptance

OHM Advisors

Village of Peninsula

3/20/2026

R. Tony Burgoyne, P.E.

Date

Mayor Daniel Schneider

Date

Director of Akron

tony.burgoyne@ohm-advisors.com

Attachments: ODOT Proposal
Summary of Steps
Terms and Conditions

SUM-SR 303-06.95		SUMMARY OF STEPS						
Consultant:	OHM Advisors							
Agreement No.	0							
Modification No.	0							
PID No.	125698							
Proposal Date	3/10/2026							
Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Planning Phase								
#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preliminary Engineering Phase								
\$44.31	376	\$16,661	\$31,448	\$165	\$0	\$12,145	\$4,780	\$65,199
Environmental Engineering Phase								
\$46.09	1080	\$49,780	\$93,960	\$493	\$0	\$0	\$14,283	\$158,516
Final Engineering Phase								
\$51.17	345	\$17,654	\$33,322	\$175	\$0	\$0	\$5,065	\$56,216
Construction Engineering Phase								
\$49.75	126	\$6,268	\$11,831	\$62	\$0	\$0	\$1,798	\$19,959
TOTAL AUTHORIZED TASKS								
\$46.89	1927	\$90,363	\$170,560	\$895	\$0	\$12,145	\$25,927	\$299,890
IF-AUTHORIZED TASKS:								
TOTAL IF-AUTHORIZED TASKS								
	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL								
	1927	\$90,363	\$170,560	\$895	\$0	\$12,145	\$25,927	\$299,890

SUM-SR 303-06.95		PROPOSAL LABOR SUMMARY														Version: Sept 2021	
Consultant:	OHM Advisors																
Agreement No.																	
Modification No.																	
PID No.	125698																
Proposal Date	3/10/2026																
		No. of Units	Project Principal	Project Manager	Profess. Engineer 4	Profess. Engineer 2	Profess. Engineer 1	Grad. Engineer 2	Profess. Surveyor 3	Profess. Surveyor 1	Surveyor 2	Surveyor 1	Tech. 3	Tech. 1	Admin. 2	Total	
Task Description			\$83.00	\$68.00	\$68.00	\$58.00	\$53.00	\$45.00	\$60.00	\$47.00	\$38.00	\$31.00	\$43.00	\$31.00	\$32.00	Hours	Cost
AUTHORIZED TASKS:																	
1 - Planning Phase																	
1.1 - Project Start-up																	
TOTAL 1.1 - Project Start-up		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
1.2 - Project Initiation Package																	
TOTAL 1.2 - Project Initiation Package		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
1.3 - Existing Data, Research and Analysis																	
TOTAL 1.3 - Existing Data, Research and Analysis		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
1.4 - Stakeholder Involvement and Public Involvement Plan																	
TOTAL 1.4 - Stakeholder Involvement and Public Involvement Plan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
1.5 - Project Management for Planning Phase																	
TOTAL 1.5 - Project Management for Planning Phase		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
1.6 - Limited Review																	
TOTAL 1.6 - Limited Review		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
TOTAL 1- Planning Phase		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2 - Preliminary Engineering Phase																	
2.1 - Develop Preliminary Alternatives																	
TOTAL 2.1 - Develop Preliminary Alternatives		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2.2 - Perform Environmental Field Studies																	
TOTAL 2.2 - Perform Environmental Field Studies		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2.3 - AER Design																	
2.3.A - Field Survey and Aerial Mapping																	
2.3.A.A - Project Control, Benchmarks, and Reference Points																	
2.3.A.A.2 - Type "B" Monument Specified		4 CPs outside of limits							2	4	16	16				38	\$1,412
2.3.A.B - Monumentation Recovery and Records Research																	
2.3.A.B.1 - Records Research including deeds and easements		61 Parcels / 30 affected parcels							16	24	24					64	\$3,000
2.3.A.B.2 - Existing Centerline and R/W Field Survey, Calls with EDG		0.5 Miles							2	8	8	8				26	\$1,048
2.3.A.B.3 - Property Lines/Easements Field Survey		4 parcels with Fee take							1		8	8				17	\$612
2.3.A.C - Topographic and Utility Survey																	
2.3.A.C.2 - R/W Project		Additional Topo/Pickups							2	24	24	24				74	\$2,904
2.3.A.F - Establish property lines, tax id, & ownerships on base map		31 total, 4 parcels with Fee take, 27 with temp								32	16					48	\$2,112
2.3.A.G - Property Owner Notification																	
TOTAL 2.3 - AER Design			0	0	0	0	0	0	23	92	100	56	0	0	4	275	\$11,368
2.4 - Prepare Cost Estimates																	
TOTAL 2.4 - Prepare Cost Estimates			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2.5 - AER Submittal and Other Studies																	
TOTAL 2.5 - AER Submittal and Other Studies			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2.6 - Public Involvement/Coordination																	
2.6.A - Public Involvement / Coordination		Includes time to prepare exhibits and attend 1 meeting	2	2	4	30	8	10								56	\$3,188
TOTAL 2.6 - Public Involvement/Coordination			2	2	4	30	8	10	0	0	0	0	0	0	0	56	\$3,188
2.7 - Stage 1 Design																	
2.7.A - Roadway																	
2.7.A.L - Driveway Details		Aprox. 25 driveways			5		6	6						8		25	\$1,176
2.7.C - Utilities																	
2.7.C.A - Utility Coordination and Documentation				1			3									4	\$227
2.7.C.D - Add Utilities to Plan/Profile Sheets		6 sheets					4						8			12	\$460
2.7.D - Geotechnical Services																	
2.7.D.A - Geotechnical Services and Report																0	\$0
2.7.G - Miscellaneous																	
2.7.G.C - Finalize Pavement Build up and subsurface drainage					2		2									4	\$242
TOTAL - 2.7 - Stage 1 Design			0	1	7	0	15	6	0	0	0	0	0	16	0	45	\$2,105
2.8 - Project Management for Preliminary Engineering Phase																	
TOTAL 2.8 - Project Management for			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2.9 - Limited Review																	
TOTAL 2.9 - Limited Review			0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Total - 2 Preliminary Engineering Phase			2	3	11	30	23	16	23	92	100	56	0	16	4	376	\$16,661

SUM-SR 303-06.95		PROPOSAL LABOR SUMMARY														Version: Sept 2021		
Consultant:	OHM Advisors																	
Agreement No.																		
Modification No.																		
PID No.	125698																	
Proposal Date	3/10/2026																	
Task Description	No. of Units	Project Principal	Project Manager	Profess. Engineer 4	Profess. Engineer 2	Profess. Engineer 1	Grad. Engineer 2	Profess. Surveyor 3	Profess. Surveyor 1	Surveyor 2	Surveyor 1	Tech. 3	Tech. 1	Admin. 2	Total			
		\$83.00	\$68.00	\$68.00	\$58.00	\$53.00	\$45.00	\$60.00	\$47.00	\$38.00	\$31.00	\$43.00	\$31.00	\$32.00	Hours	Cost		
3 - Environmental Engineering Phase																		
3.1 - Environmental Field Studies and Refined Impacts																		
TOTAL 3.1 - Environmental Field Studies and Refined Impacts		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
3.2 - Stage 1 Value Engineering																		
TOTAL 3.2 - Stage 1 Value Engineering		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
3.3 - Stage 2																		
3.3.A - Roadway																		
3.3.A.A - Title Sheet	1 sheet				1		4									5	\$238	
3.3.A.B - Schematic Plan	1 sheet, 2 views at 100 scale				2		8									10	\$476	
3.3.A.C - General Notes	3 sheets		2		2		6						8			18	\$770	
3.3.A.D - Typical Sections	7 sections			2	6		8						12			28	\$1,216	
3.3.A.E - Plan and Profile - Mainline	6 sheets		2	6	8	24	36						20			96	\$4,520	
3.3.A.H - Cross Sections	50 cross sections		2	4	5	20	24						20			75	\$3,458	
3.3.A.I - Intersection Details	Riverview, Locust, includes curb ramp details			4		10	10									24	\$1,252	
3.3.B - Drainage																		
3.3.B.A - Storm Sewer Profiles	1 hr pr sta x 10 stations (downtown area only)			2			8									10	\$496	
3.3.B.E - BMP Details	.75 hrs per station x 27 stations			4		12	4									20	\$1,088	
3.3.C - Traffic Control																		
3.3.C.A - Pavement Marking Plan	7 Sheets (Pavement Marking and Signing)			1	1		4						10			16	\$616	
3.3.C.B - Signing Plan				1	1		4						10			16	\$616	
3.3.D - Signals																		
3.3.D.A - Signal Plan Sheets	2 Signal Plan Sheets		2	4	6		12						24			48	\$2,040	
3.3.E - Maintenance of Traffic																		
3.3.E.A - MOT General Notes	2 sheets				2		4						2			8	\$358	
3.3.E.F - MOT Plan Sheets	2 detour sheets, 13 plan sheets			4	6		12						28			50	\$2,028	
3.3.F - Lighting Plan																		
3.3.F.A - Lighting Analysis	1 sheet			2	5		12									19	\$966	
3.3.F.B - Power/Circuit Layout & Details	1 sheet			2	5		8									15	\$786	
3.3.F.C - Lighting Plan and Details	2 plan sheets			4	4		28					4				40	\$1,888	
3.3.F.D - Voltage Drop Calculations				2	2		4									8	\$432	
3.3.F.E - Power Service					6											6	\$348	
3.3.G - Landscape Plan																		
3.3.G.A - Landscape Plan and Details	3 plan sheets, 1 detail sheets			8	12		20					20				60	\$3,000	
3.3.G.B - General Notes	1 note sheet			2			6									8	\$406	
TOTAL 3.3 - Stage 2		0	8	52	74	66	222	0	0	0	0	20	138	0		580	\$26,998	
3.4 - Right of Way Plans																		
3.4.B - Preliminary Right of Way Plans																		
3.4.B.A - Legend Sheet	1						5	1	2							8	\$379	
3.4.B.B - Centerline Survey Plat	1							2	6	8						16	\$706	
3.4.B.C - Property Map	1						12			8						20	\$844	
3.4.B.D - Summary of Additional Right of Way	50, mainly temps						16	8	16	24						64	\$2,864	
3.4.B.E - Detailed ROW Plan Sheets	6+6						120	4	12							136	\$6,204	
3.4.B.G - Legal Descriptions and Closure Calculations	31						16		16	60						92	\$3,752	
3.4.B.I - Field Review	3								12							12	\$720	
3.4.C - Final Right of Way Plans																		
3.4.C.A - Final Right of Way Plans							80	2	12							94	\$4,284	
3.4.C.B - Field Review & Verify Property Owners								4		4						8	\$392	
3.4.C.C - Record Centerline Plat and all appropriate documents										2						2	\$76	
3.4.C.D - Set R/W Pins After Acquisition								1	2	6						9	\$382	
TOTAL 3.4 - Right of Way Plans		0	0	0	0	0	249	34	66	112	0	0	0	0	0	461	\$20,603	
3.5 - Prepare Environmental Document																		
TOTAL 3.5 - Prepare Environmental Document		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
3.6 - Environmental Commitments and Plan Notes																		
TOTAL 3.6 - Environmental Commitments and Plan Notes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
3.7 - Final Mitigation Plans Coordination																		
TOTAL 3.7 - Final Mitigation Plans Coordination		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
3.8 - Prepare Cost Estimates and Revise Milestone																		
3.8.A - Roadway Costs		1	1	2	4		6					6				20	\$975	
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone		1	1	2	4	0	6	0	0	0	0	6	0			20	\$975	
3.9 - Project Management for Environmental Engineering Phase																		
3.9.A - Meetings	Assumes 2 meetings	1	2		1											4	\$277	
3.9.B - General Oversight		3	6		3									3		15	\$927	
TOTAL 3.9 - Project Management for Environmental Engineering Phase		4	8	0	4	0	0	0	0	0	0	0	0	3		19	\$1,204	
3.10 - Limited Review																		
TOTAL 3.10 - Limited Review		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Total - 3 Environmental Engineering Phase		5	17	54	82	66	477	34	66	112	0	20	144	3		1080	\$49,780	

SUM-SR 303-06.95		PROPOSAL LABOR SUMMARY														Version: Sept 2021	
Consultant:	OHM Advisors																
Agreement No.																	
Modification No.																	
PID No.	125698																
Proposal Date	3/10/2026																
Task Description	No. of Units	Project Principal	Project Manager	Profess. Engineer 4	Profess. Engineer 2	Profess. Engineer 1	Grad. Engineer 2	Profess. Surveyor 3	Profess. Surveyor 1	Surveyor 2	Surveyor 1	Tech. 3	Tech. 1	Admin. 2	Total		
		\$83.00	\$68.00	\$68.00	\$58.00	\$53.00	\$45.00	\$60.00	\$47.00	\$38.00	\$31.00	\$43.00	\$31.00	\$32.00	Hours	Cost	
4 - Final Engineering & R/W Phase																	
4.1 - Right of Way Acquisition																	
TOTAL 4.1 - Right of Way Acquisition																	
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
4.2 - Stage 3 Detailed Design Plans																	
4.2.A - Quantities and Plan Notes																	
4.2.A.A - Pavement Subsummary	1 sheet			2		2	4						4		12	\$546	
4.2.A.B - Drainage Subsummary	1 sheet			2		4									6	\$348	
4.2.A.C - Roadway Subsummary	2 sheet			4		8	8						10		30	\$1,366	
4.2.A.E - Maintenance of Traffic Subsummary					2	2	3								7	\$357	
4.2.A.F - Pavement Marking Subsummary	1 Subsummary Sheet, 1 Note Sheet			1	4		6						6		17	\$756	
4.2.A.G - Signing Subsummary	1 Subsummary Sheet			1	4		6						6		17	\$756	
4.2.A.H - Signal Subsummary	1 Subsummary Sheet, 3 Note Sheets			4	8		24						4		40	\$1,940	
4.2.A.K - Lighting Subsummary	1 Subsummary Sheet			2	2		12								16	\$792	
4.2.A.L - Landscape Subsummary	1 sheet			2	2	4									8	\$464	
4.2.A.M - General Summary Sheets	2 sheets		2	4		8	16								30	\$1,552	
4.2.A.P - Roadway General Notes			2		4		6								12	\$638	
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)					2		6								8	\$386	
4.2.A.R - Lighting Notes	1 Note Sheet			2	2		8								12	\$612	
4.2.B - Traffic Signal Plans & ITS Plans																	
4.2.B.A - Wiring diagram & pole orientation				2	2		2						4		10	\$466	
4.2.B.B - Timing Chart				2	2		2						4		10	\$466	
4.2.B.C - Elevation Views of Mast Arm Poles				2	2		2								6	\$342	
4.2.B.D - Traffic Signal Signs				2	2		2								4	\$206	
4.2.C - Signing Plans																	
4.2.C.A - Signing Plans					2		4								6	\$296	
4.2.D - Miscellaneous																	
4.2.D.C - Project Site Plan (to be completed at Stage 2)				2		5	8								15	\$761	
4.2.D.G - Title Sheet					2								2		4	\$178	
TOTAL 4.2 - Stage 3 Detailed Design Plans																	
		0	4	32	42	33	119	0	0	0	0	0	40	0	270	\$13,228	
4.3 - Prepare Cost Estimates and Revise Milestone																	
4.3.A - Roadway Costs																	
4.3.E - Utility Note		1	2		5		4								12	\$689	
4.3.E.1 - Utility Conflict Spreadsheet Update																	
4.3.E.4 - Utility Note Preparation			1			3									4	\$227	
4.3.E.5 - Utility Coordination						2									2	\$106	
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone																	
		1	3	1	5	8	4	0	0	0	0	0	0	0	22	\$1,249	
4.4 - Final Plan Package																	
4.4.A - Preliminary Tracings and Documentation																	
4.4.B - Final Tracings and Documentation		2	4			6	6								18	\$1,026	
TOTAL 4.4 - Final Plan Package																	
		3	6	0	0	11	8	0	0	0	0	0	0	0	28	\$1,600	
4.5 - Project Management for Final Engineering and Right of Way Phase																	
4.5.A - Meetings																	
4.5.B - General Oversight	Assumes 2 meetings	1	2			1									4	\$272	
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase																	
		3	3											3	9	\$549	
		4	5	0	0	1	0	0	0	0	0	0	0	3	13	\$821	
4.6 - Pre-Bid Activities																	
4.6.A - Pre-Bid Questions																	
TOTAL 4.6 - Pre-Bid Activities																	
		1	6	0	0	5	0	0	0	0	0	0	0	0	12	\$756	
		1	6	0	0	5	0	0	0	0	0	0	0	0	12	\$756	
4.7 - Limited Review																	
4.7 - Limited Review																	
TOTAL - 4 Final Engineering Phase																	
		9	24	33	47	58	131	0	0	0	0	0	40	3	345	\$17,654	

SUM-SR 303-06.95		PROPOSAL LABOR SUMMARY													Version: Sept 2021		
Consultant:	OHM Advisors																
Agreement No.																	
Modification No.																	
PID No.	125698																
Proposal Date	3/10/2026																
	No. of Units	Project Principal	Project Manager	Profess. Engineer 4	Profess. Engineer 2	Profess. Engineer 1	Grad. Engineer 2	Profess. Surveyor 3	Profess. Surveyor 1	Surveyor 2	Surveyor 1	Tech. 3	Tech. 1	Admin. 2	Total		
Task Description		\$83.00	\$68.00	\$68.00	\$58.00	\$53.00	\$45.00	\$60.00	\$47.00	\$38.00	\$31.00	\$43.00	\$31.00	\$32.00	Hours	Cost	
5 - Construction Phase																	
5.1 - On-going Services during Construction																	
5.1.A - On-going Services During Construction																	
TOTAL 5.1 - On-going Services during Construction																	
	8	8	0	30	0	20	0	20	0	20	20	20	0	0	126	\$6,268	
TOTAL - 5 Construction Phase																	
	8	8	0	30	0	20	0	20	0	20	20	0	0	126	\$6,268		
TOTAL AUTHORIZED PARTS																	
	24	52	98	189	147	644	57	178	212	76	40	200	10	1927	\$90,363		
IF-AUTHORIZED TASKS:																	
															0	\$0	
															0	\$0	
															0	\$0	
															0	\$0	
															0	\$0	
TOTAL IF-AUTHORIZED PARTS																	
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
GRAND TOTAL																	
	24	52	98	189	147	644	57	178	212	76	40	200	10	1927	\$90,363		

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PROPOSAL COST SUMMARY

Version: Sept 2021

Consultant: OHM Advisors											
Agreement No. 0		State Average Overhead Rate: 160.84%									
Modification No. 0		Consultant Overhead Rate: 188.75%									
PID No. 125698		Cost of Money: 0.99%									
Proposal Date 3/10/2026		Net Fee Percentage: 11%									
		No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
Task Description											
3 - Environmental Engineering Phase											
3.1 - Environmental Field Studies and Refined Impacts											
TOTAL 3.1 - Environmental Field Studies and Refined Impacts		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.2 - Stage 1 Value Engineering											
TOTAL 3.2 - Stage 1 Value Engineering		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.3 - Stage 2											
3.3.A - Roadway											
3.3.A.A - Title Sheet	1 sheet	\$48	5	\$238	\$449	\$2	\$0	\$0	\$0	\$88	\$758
3.3.A.B - Schematic Plan	1 sheet, 2 views at 100 scale	\$48	10	\$476	\$898	\$5	\$0	\$0	\$0	\$137	\$1,516
3.3.A.C - General Notes	3 sheets	\$43	18	\$770	\$1,453	\$8	\$0	\$0	\$0	\$221	\$2,452
3.3.A.D - Typical Sections	7 sections	\$43	28	\$1,216	\$2,295	\$12	\$0	\$0	\$0	\$349	\$3,872
3.3.A.E - Plan and Profile - Mainline	6 sheets	\$47	96	\$4,520	\$8,532	\$45	\$0	\$0	\$0	\$1,297	\$14,393
3.3.A.H - Cross Sections	50 cross sections	\$46	75	\$3,458	\$6,527	\$34	\$0	\$0	\$0	\$992	\$11,011
3.3.A.I - Intersection Details	Riverview, Locust, includes curb ramp details	\$52	24	\$1,252	\$2,363	\$12	\$0	\$0	\$0	\$359	\$3,987
3.3.B - Drainage											
3.3.B.A - Storm Sewer Profiles	1 hr pr sta x 10 stations (downtown area only)	\$50	10	\$496	\$936	\$5	\$0	\$0	\$0	\$142	\$1,579
3.3.B.E - BMP Details	.75 hrs per station x 27 stations	\$54	20	\$1,088	\$2,054	\$11	\$0	\$0	\$0	\$312	\$3,465
3.3.C - Traffic Control											
3.3.C.A - Pavement Marking Plan	7 Sheets (Pavement Marking and Signing)	\$39	16	\$616	\$1,163	\$6	\$0	\$0	\$0	\$177	\$1,962
3.3.C.B - Signing Plan	0	\$39	16	\$616	\$1,163	\$6	\$0	\$0	\$0	\$177	\$1,962
3.3.D - Signals											
3.3.D.A - Signal Plan Sheets	2 Signal Plan Sheets	\$43	48	\$2,040	\$3,851	\$20	\$0	\$0	\$0	\$585	\$6,496
3.3.E - Maintenance of Traffic											
3.3.E.A - MOT General Notes	2 sheets	\$45	8	\$358	\$676	\$4	\$0	\$0	\$0	\$103	\$1,140
3.3.E.F - MOT Plan Sheets	2 detour sheets, 13 plan sheets	\$41	50	\$2,028	\$3,828	\$20	\$0	\$0	\$0	\$582	\$6,458
3.3.F - Lighting Plan											
3.3.F.A - Lighting Analysis	1 sheet	\$51	19	\$966	\$1,823	\$10	\$0	\$0	\$0	\$277	\$3,076
3.3.F.B - Power/Circuit Layout & Details	1 sheet	\$52	15	\$786	\$1,484	\$8	\$0	\$0	\$0	\$226	\$2,503
3.3.F.C - Lighting Plan and Details	2 plan sheets	\$47	40	\$1,888	\$3,564	\$19	\$0	\$0	\$0	\$542	\$6,012
3.3.F.D - Voltage Drop Calculations	0	\$54	8	\$432	\$815	\$4	\$0	\$0	\$0	\$124	\$1,376
3.3.F.E - Power Service	0	\$58	6	\$348	\$657	\$3	\$0	\$0	\$0	\$100	\$1,108
3.3.G - Landscape Plan											
3.3.G.A - Landscape Plan and Details	3 plan sheets, 1 detail sheets	\$50	60	\$3,000	\$5,663	\$30	\$0	\$0	\$0	\$861	\$9,553
3.3.G.B - General Notes	1 note sheet	\$51	8	\$406	\$766	\$4	\$0	\$0	\$0	\$116	\$1,293
TOTAL 3.3 - Stage 2		\$47	580	\$26,998	\$50,959	\$267	\$0	\$0	\$0	\$7,746	\$85,970
3.4 - Right of Way Plans											
3.4.B - Preliminary Right of Way Plans											
3.4.B.A - Legend Sheet	1	\$47	8	\$379	\$715	\$4	\$0	\$0	\$0	\$109	\$1,207
3.4.B.B - Centerline Survey Plat	1	\$44	16	\$706	\$1,333	\$7	\$0	\$0	\$0	\$203	\$2,248
3.4.B.C - Property Map	1	\$42	20	\$844	\$1,593	\$8	\$0	\$0	\$0	\$242	\$2,688
3.4.B.D - Summary of Additional Right of Way	50, mainly temps	\$45	64	\$2,864	\$5,406	\$28	\$0	\$0	\$0	\$822	\$9,120
3.4.B.E - Detailed ROW Plan Sheets	6+6	\$46	136	\$6,204	\$11,710	\$61	\$0	\$0	\$0	\$1,780	\$19,756
3.4.B.G - Legal Descriptions and Closure Calculations	31	\$41	92	\$3,752	\$7,082	\$37	\$0	\$0	\$0	\$1,077	\$11,948
3.4.B.I - Field Review	3	\$60	12	\$720	\$1,359	\$7	\$0	\$0	\$0	\$207	\$2,293
3.4.C - Final Right of Way Plans											
3.4.C.A - Final Right of Way Plans	0	\$46	94	\$4,284	\$8,086	\$42	\$0	\$0	\$0	\$1,229	\$13,642
3.4.C.B - Field Review & Verify Property Owners	0	\$49	8	\$392	\$740	\$4	\$0	\$0	\$0	\$112	\$1,248
3.4.C.C - Record Centerline Plat and all appropriate documents	0	\$38	2	\$76	\$143	\$1	\$0	\$0	\$0	\$22	\$242
3.4.C.D - Set R/W Pins After Acquisition	0	\$42	9	\$382	\$721	\$4	\$0	\$0	\$0	\$110	\$1,216
TOTAL 3.4 - Right of Way Plans		\$45	461	\$20,603	\$38,888	\$204	\$0	\$0	\$0	\$5,911	\$65,607
3.5 - Prepare Environmental Document											
TOTAL 3.5 - Prepare Environmental Document		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.6 - Environmental Commitments and Plan Notes											
TOTAL 3.6 - Environmental Commitments and Plan Notes		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.7 - Final Mitigation Plans Coordination											
TOTAL 3.7 - Final Mitigation Plans Coordination		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3.8 - Prepare Cost Estimates and Revise Milestone											
3.8.A - Roadway Costs	0	\$49	20	\$975	\$1,840	\$10	\$0	\$0	\$0	\$280	\$3,105
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone		\$49	20	\$975	\$1,840	\$10	\$0	\$0	\$0	\$280	\$3,105
3.9 - Project Management for Environmental Engineering Phase											
3.9.A - Meetings	Assumes 2 meetings	\$69	4	\$277	\$523	\$3	\$0	\$0	\$0	\$79	\$882
3.9.B - General Oversight	0	\$62	15	\$927	\$1,750	\$9	\$0	\$0	\$0	\$266	\$2,952
TOTAL 3.9 - Project Management for Environmental Engineering Phase		\$63	19	\$1,204	\$2,273	\$12	\$0	\$0	\$0	\$345	\$3,834
3.10 - Limited Review											
TOTAL 3.10 - Limited Review		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total - 3 Environmental Engineering Phase		\$46	1080	\$49,780	\$93,960	\$493	\$0	\$0	\$0	\$14,283	\$158,516

SUM-SR 303-06.95		PROPOSAL COST SUMMARY								Version: Sept 2021	
Consultant:	OHM Advisors										
Agreement No.	0				State Average Overhead Rate:	160.84%					
Modification No.	0				Consultant Overhead Rate:	188.75%					
PID No.	125698				Cost of Money:	0.99%					
Proposal Date	3/10/2026				Net Fee Percentage:	11%					
Task Description	No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost	
4 - Final Engineering & R/W Phase											
4.1 - Right of Way Acquisition											
TOTAL 4.1 - Right of Way Acquisition		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
4.2 - Stage 3 Detailed Design Plans											
4.2.A - Quantities and Plan Notes											
4.2.A.A - Pavement Subsummary	1 sheet	\$46	12	\$546	\$1,031	\$5	\$0	\$0	\$157	\$1,739	
4.2.A.B - Drainage Subsummary	1 sheet	\$58	6	\$348	\$657	\$3	\$0	\$0	\$100	\$1,108	
4.2.A.C - Roadway Subsummary	2 sheet	\$46	30	\$1,366	\$2,578	\$14	\$0	\$0	\$392	\$4,350	
4.2.A.E - Maintenance of Traffic Subsummary	0	\$51	7	\$357	\$674	\$4	\$0	\$0	\$102	\$1,137	
4.2.A.F - Pavement Marking Subsummary	Subsummary Sheet, 1 Note Sheet	\$44	17	\$756	\$1,427	\$7	\$0	\$0	\$217	\$2,407	
4.2.A.G - Signing Subsummary	1 Subsummary Sheet	\$44	17	\$756	\$1,427	\$7	\$0	\$0	\$217	\$2,407	
4.2.A.H - Signal Subsummary	Subsummary Sheet, 3 Note Sheet	\$49	40	\$1,940	\$3,662	\$19	\$0	\$0	\$557	\$6,178	
4.2.A.K - Lighting Subsummary	1 Subsummary Sheet	\$50	16	\$792	\$1,495	\$8	\$0	\$0	\$227	\$2,522	
4.2.A.L - Landscape Subsummary	1 sheet	\$58	8	\$464	\$876	\$5	\$0	\$0	\$133	\$1,478	
4.2.A.M - General Summary Sheets	2 sheets	\$52	30	\$1,552	\$2,929	\$15	\$0	\$0	\$445	\$4,942	
4.2.A.P - Roadway General Notes	0	\$53	12	\$638	\$1,204	\$6	\$0	\$0	\$183	\$2,032	
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)	0	\$48	8	\$386	\$729	\$4	\$0	\$0	\$111	\$1,229	
4.2.A.R - Lighting Notes	1 Note Sheet	\$51	12	\$612	\$1,155	\$6	\$0	\$0	\$176	\$1,949	
4.2.B - Traffic Signal Plans & ITS Plans											
4.2.B.A - Wiring diagram & pole orientation	0	\$47	10	\$466	\$880	\$5	\$0	\$0	\$134	\$1,484	
4.2.B.B - Timing Chart	0	\$47	10	\$466	\$880	\$5	\$0	\$0	\$134	\$1,484	
4.2.B.C - Elevation Views of Mast Arm Poles	0	\$57	6	\$342	\$646	\$3	\$0	\$0	\$98	\$1,089	
4.2.B.D - Traffic Signal Signs	0	\$52	4	\$206	\$389	\$2	\$0	\$0	\$59	\$656	
4.2.C - Signing Plans											
4.2.C.A - Signing Plans	0	\$49	6	\$296	\$559	\$3	\$0	\$0	\$85	\$943	
4.2.D - Miscellaneous											
4.2.D.C - Project Site Plan (to be completed at Stage 2)	0	\$51	15	\$761	\$1,436	\$8	\$0	\$0	\$218	\$2,423	
4.2.D.G - Title Sheet	0	\$45	4	\$178	\$336	\$2	\$0	\$0	\$51	\$567	
TOTAL 4.2 - Stage 3 Detailed Design Plans		\$49	270	\$13,228	\$24,968	\$131	\$0	\$0	\$3,795	\$42,122	
4.3 - Prepare Cost Estimates and Revise Milestone											
4.3.A - Roadway Costs	0	\$57	12	\$689	\$1,300	\$7	\$0	\$0	\$198	\$2,194	
4.3.E - Utility Note											
4.3.E.1 - Utility Conflict Spreadsheet Update	0	\$57	4	\$227	\$428	\$2	\$0	\$0	\$65	\$723	
4.3.E.4 - Utility Note Preparation	0	\$53	2	\$106	\$200	\$1	\$0	\$0	\$30	\$338	
4.3.E.5 - Utility Coordination	0	\$57	4	\$227	\$428	\$2	\$0	\$0	\$65	\$723	
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		\$57	22	\$1,249	\$2,357	\$12	\$0	\$0	\$358	\$3,977	
4.4 - Final Plan Package											
4.4.A - Preliminary Tracings and Documentation	0	\$57	18	\$1,026	\$1,937	\$10	\$0	\$0	\$294	\$3,267	
4.4.B - Final Tracings and Documentation	0	\$57	10	\$574	\$1,083	\$6	\$0	\$0	\$165	\$1,828	
TOTAL 4.4 - Final Plan Package		\$57	28	\$1,600	\$3,020	\$16	\$0	\$0	\$459	\$5,095	
4.5 - Project Management for Final Engineering and Right of Way Phase											
4.5.A - Meetings	Assumes 2 meetings	\$68	4	\$272	\$513	\$3	\$0	\$0	\$78	\$866	
4.5.B - General Oversight	0	\$61	9	\$549	\$1,036	\$5	\$0	\$0	\$158	\$1,748	
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		\$63	13	\$821	\$1,550	\$8	\$0	\$0	\$236	\$2,614	
4.6 - Pre-Bid Activities											
4.6.A - Pre-Bid Questions	0	\$63	12	\$756	\$1,427	\$7	\$0	\$0	\$217	\$2,407	
TOTAL 4.6 - Pre-Bid Activities		\$63	12	\$756	\$1,427	\$7	\$0	\$0	\$217	\$2,407	
4.7 - Limited Review											
TOTAL 4.7 - Limited Review		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL - 4 Final Engineering Phase		\$51	345	\$17,654	\$33,322	\$175	\$0	\$0	\$5,085	\$56,216	

SUM-SR 303-06.95		PROPOSAL COST SUMMARY										Version: Sept 2021
Consultant:	OHM Advisors											
Agreement No.	0					State Average Overhead Rate:	160.84%					
Modification No.	0					Consultant Overhead Rate:	188.75%					
PID No.	125698					Cost of Money:	0.99%					
Proposal Date	3/10/2026					Net Fee Percentage:	11%					
		No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost	
Task Description												
5 - Construction Phase												
5.1 - On-going Services during Construction												
5.1.A - On-going Services During Construction												
	0	\$50	126	\$6,268	\$11,831	\$62	\$0	\$0	\$1,798	\$19,959		
TOTAL 5.1 - On-going Services during Construction												
		\$50	126	\$6,268	\$11,831	\$62	\$0	\$0	\$1,798	\$19,959		
TOTAL - 5 Construction Phase												
		\$50	126	\$6,268	\$11,831	\$62	\$0	\$0	\$1,798	\$19,959		
TOTAL AUTHORIZED PARTS												
		\$47	1927	\$90,363	\$170,560	\$895	\$0	\$12,145	\$25,927	\$299,890		
IF-AUTHORIZED TASKS:												
0	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
0	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
0	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
0	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
0	0	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL IF-AUTHORIZED PARTS												
		#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
GRAND TOTAL												
		\$47	1927	\$90,363	\$170,560	\$895	\$0	\$12,145	\$25,927	\$299,890		

SUM-SR 303-06.95		TASK NARRATIVES			
Consultant:	OHM Advisors	Consultant	ODOT	LPA	If Authorized
Agreement No.	0				
Modification No.	0				
PID No.	125698				
Proposal Date	3/10/2026				
Task Description					Narrative
1 - Planning Phase					
2 - Preliminary Engineering Phase (Stage 1)					
2.3.A - Field Survey and Aerial Mapping					
2.3.A.A - Project Control, Benchmarks, and Reference Points					
2.3.A.A.2 - Type "B" Monument Specified	X				OHM will set four (4) Type "B" monuments along project corridor to establish project coordinates & bearings. Verify additional horizontal control points and vertical benchmarks set by EDG within streetscape project corridor. All project control will be tied into differential leveling loop to establish vertical elevations. OHM - 38 total hours < ODOT Low Complexity 64 hours.
2.3.A.B - Monumentation Recovery and Records Research					
2.3.A.B.1 - Records Research including deeds & easements	X				OHM will research deed and easements for the ~30 owner affected parcels located within the project limits. OHM - 64 total hours ~2hr/parcel < ODOT low complexity is 4 hrs per parcel or 120 hours
2.3.A.B.2 - Existing Centerline & R/W Field Survey	X				Project limits as shown in provided schematic results in a project length of approximately 0.50 mi. Review and reconcile with EDG resolution. Med effort, poor records and monumentation for SR. > 100 years old.
2.3.A.B.3 - Property Lines/Easement Field Survey	X				OHM assumes that four (4) parcels located at the four quadrants of the intersection of Riverview Rd and Main St will be affected for potential Right-of-Way acquisition. Task includes recovery and location of rear pins for permanent takes.
2.3.A.C - Topographic and Utility Survey					
2.3.A.C.2 - R/W Project	X				Task includes 3 days of verifying EDG survey for RW certification and any additional survey needed for tie-in points of driveway or slope grading. Task includes both field and office effort. Med effort due to urban area with trees not suitable for GNSS surveying.
2.3.A.F - Establish property lines, tax id, & ownerships on base map	X				EDG, did not resolve property lines, only R/W lines. This task includes resolving the affected parcels boundary lines. Permanent takes will include a resolution which looks at rear corners. Temporary takes will be based on frontage distance, record angles and evidence found along the r/w.
2.6 - Public Involvement/Coordination					
2.6.A - Public Involvement/Coordination	X				Includes effort to create exhibits based off of the design plans, including rendering for 2-3 options each of: stamped colored concrete, downtown landscape plantings, and decorative light poles. Assumes there will be 1 public engagement meeting
2.7 - Stage 1 Design					
2.7.A - Roadway					
2.7.A.L - Driveway Details	X				There are approx. 25 driveways within the project limit. Assumes 1 hours per drive, 25 hours total (ODOT low complexity is 4 hours per drive)
2.7.C - Utilities					
2.7.C.A - Utility Coordination and Documentation	X				Includes effort to send Stage 1/2 Plans to utility companies for review. 4 hours (ODOT low complexity is 8 hours per project)
2.7.C.D - Add Utilities to Plan/Profile Sheets	X				Anticipate 6 plan & profile sheets, 2 hours per sheet based on ODOT low complexity
2.7.G - Miscellaneous					
2.7.G.C - Finalize Pavement Build Up and subsurface drainage	X				Includes effort to confirm the pavement build up in the full depth pavement section of the project, 4 hours
3 - Environmental Engineering Phase (Stage 2 & R/W)					
3.3.A - Roadway					
3.3.A.A - Title Sheet	X				Effort to create title sheet and include all Stage1/2 items - 5 hours (ODOT low complexity)
3.3.A.B - Schematic Plan	X				Effort to create 1 schematic plan sheet with two views at 100 scale and include all Stage1/2 items - 5 hours per view, 10 hours total (ODOT low complexity)
3.3.A.C - General Notes	X				Effort to create 3 general notes sheet and include all Stage1/2 items - 6 hours per sheet, 18 hours total (ODOT low complexity is 8 hours per sheet)
3.3.A.D - Typical Sections	X				Effort to create 7 typical sections and include all Stage1/2 items - 4 hours per section, 28 hours (ODOT medium complexity)
3.3.A.E - Plan and Profile - Mainline	X				Effort to create 6 plan & profile sheets and include all Stage1/2 items. Includes establishing the alignment and creation of proposed plan basemap- 16 hours per sheet, 96 hours
3.3.A.H - Cross Sections	X				Effort to create approx. 50 cross sections at 50' intervals, includes creating the 3D corridor model and grading limits 1.5 hour per section, 75 hours total
3.3.A.I - Intersection Details	X				Effort to create intersection detail sheets at Riverview and Locust. Includes providing curb ramp details at 8 curb ramps at each intersection, 4 hours per intersection, 1 hour per curb ramps, 24 hours total (ODOT Low complexity)
3.3.B - Drainage					
3.3.B.A - Storm Sewer Profiles	X				Effort to provide storm sewer profiles 1 hr pr sta x 10 stations (downtown area only), 10 hours total
3.3.B.E - BMP Details	X				Effort to design and detail BMP .75 hrs per station x 27 stations, 20 hours total
3.3.C - Traffic Control					
3.3.C.A - Pavement Marking Plan	X				Task assumes hybrid low complexity approach with majority of work including conversion of notes to ORD. Assumes use of 644 Thermoplastic for long line and auxiliary markings on asphalt pavement. Assumes that Pavement Marking and Signing Plan sheets will be combined.
3.3.C.B - Signing Plan	X				Task assumes hybrid low complexity approach with majority of work including conversion of notes to ORD. Assumes that no custom signs needing SignCAD will be required. Assumes that Pavement Marking and Signing Plan sheets will be combined.
3.3.D - Signals					
3.3.D.A - Signal Plan Sheets	X				Task assumes hybrid low complexity approach for converting the (2) Signal Plan sheets to ORD in accordance with ODOT Standards (TEM, and SDRP). Plan sheets will also include additional references and chart associated with removal of the existing signal installation.
3.3.E - Maintenance of Traffic					
3.3.E.A - MOT General Notes	X				Task assumes hybrid low complexity approach with majority of work including conversion of notes to ORD.

SUM-SR 303-06.95		TASK NARRATIVES			
Consultant:	OHM Advisors	Consultant	ODOT	LPA	If Authorized
Agreement No.	0				
Modification No.	0				
PID No.	125698				
Proposal Date	3/10/2026				
Task Description					Narrative
3.3.E.F - MOT Plan Sheets	X				Task assumes hybrid low complexity approach with majority of work including conversion of details to ORD. In addition to plan sheets, this task also includes the ORD updates to the (2) detour plans. Task assumes that no temporary signals/pavement will be required and the typical sections will be included on the plan sheets.
3.3.F - Lighting Plan					
3.3.F.A - Lighting Analysis	X				Task assumes hybrid low complexity required to complete photometric analysis of preliminary layout.
3.3.F.B - Power/Circuit Layout & Details	X				Task assumes hybrid low complexity for power/circuit layout details.
3.3.F.C - Lighting Plan and Details	X				Task assumes hybrid low complexity required to complete the lighting plan development.
3.3.F.D - Voltage Drop Calculations	X				Task assumes hybrid low complexity for voltage drop calculations.
3.3.F.E - Power Service	X				Task assumes hybrid low complexity for power service coordination.
3.3.G - Landscape Plan	X				
3.3.G.A - Landscape Plan and Details	X				Task assumes 3 plan sheets and 1 detail sheets for downtown street trees, plantings, and stamped colored concrete, 15 hours per sheet, 60 hours total
3.3.G.B - General Notes	X				Task assumes 1 landscape notes sheet, 8 hours
3.4.B. - Preliminary Right of Way Plans					
3.4.B.A - Legend Sheet	X				Assumes 1 Legend Sheet with Medium complexity. Includes one time set up effort of 8 hours.
3.4.B.B - Centerline Survey Plat	X				Assumes 2 Centerline Plat sheets with med complexity due to poor availability of record plans. 2nd sheet for monument and control tables
3.4.B.C - Property Map	X				Assumes 1 Property Map sheet with high complexity due to project length & residing within urban area.
3.4.B.D - Summary of Additional Right of Way	X				Assumes 50 ownerships with low complexity due to low number (1-2) of APNs and takes per owner.
3.4.B.E - Detailed ROW Plan Sheets	X				Assumes 6 ROW Detail sheets with Med complexity due to project being within mixed urban/residential area with city lots. ROW Detail sheets will be seperated topographic and boundary sheets. 12 sheets total.
3.4.B.G - Legal Descriptions and Closure Calculations	X				Assumes 31 total legal descriptions at low complexity. This assumes 4 permanent R/W takes (WD or SH, per district/village preference) and 27 temporary easements for construction.
3.4.B.I - Field Review	X				Assumes 6 ROW Detail sheets with med complexity.
3.4.C - Final Right of Way Plans					
3.4.C.A - Final Right of Way Plans	X				Assumes 20 total sheets within R/W plan set, 31 Legal descriptions, and med complexity due to project length and the project residing in a urban area.
3.4.C.B - Field Review & Verify Property Owners	X				Assumes 6 ROW Detail Sheets for field review reviewed and low complexity. 50 ownership updated.
3.4.C.C - Record Centerline Plat and all appropriate documents	X				Assumes recording of Centerline Plat with Summit County Engineer & Recorder.
3.4.C.D - Set R/W Pins After Acquisition	X				Assumes 8 R/W pins to be set for assumed 4 permanent R/W takes for project and low complexity. Includes 8 hr setup time.
3.8 - Prepare Cosr Estimates and Revise Milestone					
3.8.A - Roadway Costs	X				Task assumes low complexity of 20 hours per project
3.9 - Project Management for Environmental Engineering Phase					
3.9.A - Meetings	X				Task assumes 2 meetings
3.9.B - General Oversight	X				Task assumes 5 hours per month for 3 months, 15 hours total (ODOT low complexity is 10-12 hours per month)
4 - Final Engineering and R/W Phase (Stage 3 & Tracings)					
4.2.A - Quantities and Plan Notes					
4.2.A.A - Pavement Subsummary	X				Assumes low complexity, 1 sheet, 12 hours
4.2.A.B - Drainage Subsummary	X				Assumes low complexity, 1 sheet, 6 hours
4.2.A.C - Roadway Subsummary	X				Assumes low complexity, 2 sheet, 15 hours per sheet, 30 hours total
4.2.A.E - Maintenance of Traffic Subsummary	X				Task assumes low complexity preparation MOT subsummary.
4.2.A.F - Pavement Marking Subsummary	X				Task assumes low complexity approach with new pavement marking subsummary and updates to notes.
4.2.A.G - Signing Subsummary	X				Task assumes low complexity approach with new signing subsummary.
4.2.A.H - Signal Subsummary	X				Task includes hybrid low complexity approach with new signal subsummaries for (2) signals and updates to (3) signal plan sheets converting plan sheets to ORD.
4.2.A.K - Lighting Subsummary	X				Task assumes low complexity preparation of Lighting subsummary.
4.2.A.L - Landscape Subsummary	X				Task assumes 8 hours, 1 sheet
4.2.A.M - General Summary Sheets	X				Task assumes 2 sheets, 15 hours (ODOT low complexity is 18) per sheet, 30 hours total
4.2.A.P - Roadway General Notes	X				Task assumes low complexity, 4 hours per sheet, 3 sheets, 12 hours total
4.2.A.Q - Driveway Subsummary or Driveway Details (if included on same sheet)	X				Assumes approx. 25 drives, 8 hours total (ODOT low complexity is 8 hr plus .5 per drive)
4.2.A.R - Lighting Notes	X				Task assumes hybrid low complexity to develop lighting note sheet.
4.2.B - Traffic Signal Plans & ITS Plans					
4.2.B.A - Wiring diagram & pole orientation	X				Task assumes hybrid low complexity approach with majority of work including conversion of details to ORD.
4.2.B.B - Timing Chart	X				Task assumes hybrid low complexity approach with majority of work including conversion of details to ORD.
4.2.B.C - Elevation Views of Mast Arm Poles	X				Task assumes hybrid low complexity approach with majority of work including conversion of details to ORD.
4.2.B.D - Traffic Signal Signs	X				Task assumes hybrid low complexity approach to account for overhead street name sign creation.
4.2.C - Signing Plans					
4.2.C.A - Signing Plans	X				Task assumes hybrid low complexity approach with updates to TC sheets.
4.2.D - Miscellaneous					
4.2.D.C - Project Site Plan (to be completed at Stage 2)	X				Assumes 1 sheet, 15 hours
4.2.D.G - Title Sheet	X				Update the title sheet and page numbering - 4 hours (ODOT low complexity is 8 hours)
4.3 - Prepare Cost Estimates and Revise Milstone					
4.3.A - Roadway Costs	X				12 hours (ODOT low complexity is 16 hours per project)
4.3.E.1 - Utiity Conflict Spreadsheet Update	X				Update Utility Conflict Spreadsheet, 4 hours
4.3.E.4 - Utility Note Preparation	X				Write/Review Utility Note, 2 hours
4.3.E.5 - Utility Coordination	X				Final Utility Coordination with facility owners, 4 hours
4.4 - Final Plan Package					
4.4.A - Preliminary Tracings and Documentation	X				Assumes a min. plan set of 72 sheets, low complexity of 0.25 hour per sheet, 18 hours
4.4.B - Final Tracings and Documentation	X				Address any final comments, create project index and zip file, 10 hours

TERMS & CONDITIONS



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

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

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

VILLAGE OF PENINSULA RECORDS RETENTION AND DISPOSAL POLICY AND SCHEDULE

1. Purpose and Legal Authority.

This policy establishes the official system for managing, retaining, and disposing of public records of the Village of Peninsula. All records shall be created, maintained, and disposed of in accordance with **Ohio Revised Code 149.39**, the **Ohio Municipal Records Manual**, and guidance issued by the **Ohio History Connection – State Archives**. This policy applies to all departments, elected officials, boards, commissions, and employees of the Village.

2. Adoption of State Standards.

The Village adopts the following as its governing authorities for records management:

- The **Ohio Municipal Records Manual** (latest edition).
- The **Municipality Suggested Records Retention Schedule** issued by the Ohio History Connection.
- The **RC-2 Records Retention Schedule** incorporated into this Policy and approved by the Village Records Commission.

Where retention periods differ, the longer period applies, unless otherwise approved by the State Archives.

3. Village Records Commission.

3.1 Composition.

Under O.R.C. Section 149.39, the Village Records Commission consists of:

- The Mayor (Chair);
- The Fiscal Officer;
- The Solicitor; and
- One member of the public appointed by the Mayor.

3.2 Responsibilities.

The Records Commission shall:

- Review and approve the Village's RC-2 Records Retention Schedule;
- Review and approve RC-1 (One-Time Disposal) and RC-3 (Certificate of Disposal) forms;
- Meet at least once every six months and as needed;
- Maintain minutes of all meetings; and
- Submit approved RC-2 schedules to the Ohio History Connection and Auditor of State.

4. Records Retention Schedule (RC-2).

The RC-2 schedule attached to this policy is the official retention schedule of the Village. No record may be destroyed unless:

- It appears on the approved RC-2;
- Its retention period has expired; and
- Disposal has been approved via RC-3 when required.

5. Public Records.

All records shall be maintained and made available in accordance with the Village's Public Records Policy and ORC 149.43.

6. Electronic Records.

Electronic records, including email, databases, digital files, and cloud-stored materials, are subject to the same retention periods as their paper equivalents.

Departments must ensure:

- Secure storage;
- Regular backups;
- Migration to updated formats; and
- Protection from unauthorized access.

7. Litigation Holds.

When litigation, an audit, or investigation is pending or reasonably anticipated, all relevant records must be preserved regardless of the applicable retention period. The Solicitor will issue and lift holds.

8. Training and Compliance.

- All Village employees shall receive training on:
 - Public records;
 - Retention requirements; and
 - Proper storage and disposal.

Department heads are responsible for compliance.

9. Review Cycle.

This policy shall be reviewed at least every five years or upon issuance of updated State guidance.

Attachment A - Village of Peninsula RC-2 Records Retention Schedule.

A. Council and Legislative Records.

Agendas & Packets - 5 years

Audio or Video Records of Meetings – Permanent

Bids (Successful) – 15 years after completion of project

Bids (Unsuccessful) – Audit plus 1 year

Codified Ordinances (superseded) - Until superseded + 2 years

Contracts and Agreements – 15 years

Council Committee Records - 5 years

Council Member's Files – Term of office then appraise for historical value

Correspondence – Until no longer administrative value

Index to Council Minutes or Legislation – Permanent

Invitations to Bid – 2 years

Leases – 2 years after expiration for equipment; 5 years after expiration for real estate

Legal Notices – 5 years

Legal Opinions – Permanent

Legislation – Permanent

Minutes – Permanent

Oaths of Office of Elected Officials – 10 years after the official leaves office

Petitions – 5 years

Proclamations – 2 years

Public Hearing Notices - 3 years

Reports to Council – 5 years

Requests for Proposals – 2 years

Sign in Sheets – 1 year

B. Administrative Records.

Administrative Policies & Procedures - Until superseded + 2 years

Annual Reports – Permanent

Blank Forms – Until revised, obsolete, or superseded

Bulletins, Posters, and Notices to Employees – Until no longer administratively necessary

Contracts and Agreements – 15 years after expiration or termination

Correspondence

Routine Form Letters – 1 year

General – 2 years

With Legislative Branch – 5 years

Executive – 5 years

Disaster Plans – Until updated or superseded

Grant/Loan Files (awarded) - 5 years after termination or in accordance with terms of grant, whichever is greater.

Grant/Loan Files (not awarded) - 2 years after notification of denial

Insurance Policies - Expiration + 6 years, provided no claims pending

Inventories – Until superseded, provided audited

Legal Opinions - Permanent

Lists (Various) – Until updated or obsolete

Press Releases – 2 years then assess for historical value

Property Inventories – 3 years

Orders, Directives, and Policies – Until superseded, plus 3 years, then evaluate for historical value

Price Quotes – Until no longer of administrative value

Records Requests – 4 years

C. Fiscal Office Records.

- Accounts Ledger** - 5 years after last entry, provided audited
- Accounts Payable and Receivable Ledgers** – 3 years provided audited
- Accounts Receivable Ledger (Income Tax)** – 6 years
- Annual Budgets & Appropriations** – Permanent
- Annual Certificates of Estimated Resources** – 7 years
- Annual Financial Reports (Hinkle, etc.)** – Permanent
- Annual Report to Auditor of State** – 5 years
- Appropriation Ledger** – 5 years, provided audited
- Assessment Records** – Until paid and audited
- Audit Reports** – 5 years
- Bad Check or Bad Debt Records** – 2 years after payment or settlement
- Balance Sheets** – 3 years
- Bank Deposit Records** – 3 years, provided audited
- Bank Statements & Reconciliations** – 3 years, provided audited
- Bid Bonds (Successful Bidder)** – Retain until acceptance of project perf. bond
- Bid Bonds (Unsuccessful Bidder)** – Return after project awarded
- Bond Register** - Permanent
- Cancelled Checks** – 3 years, provided audited
- Capital Improvement Bonds** – Until paid off and audited, appraise for hist. value
- Cash Books/Ledgers/Reports, Receipts/Disbursements** – 3 years, provided audited
- Check Registers** – 3 years, provided audited
- Checks- Voided** – Until audited
- Damage Claims** – Until settled and all appeals exhausted
- Deposit Refund Requests** – Until deposit is refunded and account audited

Employee Sick Leave and Vacation Records – Permanent

Encumbrance Documents – 3 years

Expenditures and Revenues Register – Audit plus 5 years

Federal Revenue Sharing Accounts – 7 years, provided audited

Financial Reports (Monthly and Quarterly/Semiannual/Annual) – Until replaced by next annual report covering that period

Fixed Asset Records – 10 years

Gasoline Use Records – Audit plus 2 years

General Ledger – 25 years

Indebtedness Statements - Permanent

Intergovernmental Tax Receipts – 3 years, provided audited

Investment Records – 3 years, provided audited

Invoices and Supporting Documents -3 years

Overtime Authorizations – 2 years, provided audited

Overtime Reports – 2 years, provided audited

Payment Files – 3 years

Payroll Records - 6 years

Performance Bonds – After project successfully completed and accepted or conclusion of contract

Petty Cash Records – 3 years, provided audited

Prevailing Wage Records – 3 years

Purchase Orders & Vouchers - Audit plus 3 years

Retirement System Records - Permanent

Settlement Sheet or Tax Distribution from County Fiscal Officer – 10 years

Special Assessments – Until paid off and audited

State Income Tax Report – 25 years

Tax Abatement Records – Duration of the abatement, plus 3 years

Tax Records (Local income tax) - 6 years

Tax Returns (Employer) – Audit plus 5 years

Tax Settlement Reports - 3 years, provided audited

Tax Withholding Reports – 6 years, provided audited

Timesheets and Time Cards – Audit, plus 5 years

Transmittal of Ohio Wage and Tax Statement – 6 years, provided audited

Travel Expense Records – 3 years

Unemployment Compensation Records – 5 years, provided audited

Uncollectible Income Tax Accounts – 6 years

Uniform Allowance Records – 3 years, provided audited

W-2 Forms – 6 years, provided audited

W-4 Forms – Until superseded or employee terminates

D. Human Resources Records.

Applications (Hired) – Place in personnel file

Applications (Not Hired) - 2 years

Commendations – Place in personnel file

Court Orders for Payroll Deductions – Until employee terminates or rescinded

Disciplinary Action Records – Termination of Employment + 2- years

Employee Evaluations – Employment end date plus 6 years

Employee Income Tax Withholding Certificates and Requests – 3 years after termination of employment, provided audited

Garnishment Orders – Until employee terminates or rescinded

I-9 Forms - 3 years after hire or 1 year after termination (whichever later)

Insurance Enrolment Records – 1 year after end of employment

Job Descriptions – 1 year after superseded

Leave Balance Reports – Continually maintained and updated. Purge 2 years after termination provided no outstanding balances

Leave Requests – 3 years, provided balances journalized

Letter of Appointment – Place in personnel file

Letter of Reference – Place in personnel file

Letter of Resignation - Place in personnel file

Performance Evaluations – 5 years

Personnel Files – Termination of employment + 10 years

Position Descriptions – Until superseded

Promotions – Place in personnel file

Training Records – Place in personnel file

Workers' Compensation and Unemployment Compensation Files - 10 years

E. Zoning, Planning, and Development.

Building Plans (Residential) - Completion + 3 years

Building Plans (Commercial) – Permanent

Building Plans (Municipal) – Life of structure, then appraise for historical value

Certificates of Insurance – 2 years after expiration, provided no claims pending

Code Enforcement Case Files - 5 years after closure

Complaints – 2 years, provided no action pending

Condemnation/Demolition Records – Permanent

House Number Records – Permanent

Inspection Reports – 5 years

Licenses and Certificates – 5 years

Occupancy Permits or Certificates – Permanent

Performance Bonds – 10 years after expiration

Permits - Permanent

Permit Applications – 2 years from closure

Photographs – 2 years after closure of case

Planning Commission and BZA Case Files – 10 years
Research Files – Until no longer of administrative value
Street Vacation Case Files -Permanent
Subdivision Files – Permanent
Subdivision Plats - Permanent
Violations – Until corrected or adjudicated by a court
Zoning Maps - Permanent
Zoning and Other Permits - Permanent
Zoning Variances & Appeals - Permanent

F. Police Department.

Accident Reports (Property Damage, Bodily Injury, Traffic) – 6 years
Alarm Records – 1 year
Animal Control Records and Animal Complaints – 3 years
Annual Reports – Permanent
Arrest Cards – 15 years
Arrest Records - 50 years
Background Checks – 2 years
Booking Videos – 30 days and erase unless action pending?
Breathalyzer Records - 10 years
Correspondence
Child Abuse Case Records – 20 years
Citizen Complaints – 4 years, provided no action pending
Compliance Reports – 5 years, provided no action pending
Criminal Case Files - 25 years or per state guidance
Dispatch Logs - 3 years

Expunged Records – Destroy all files, records, and computer references when expungement order received from court

FBI/BCI Investigation Reports – 3 years

Fingerprint Cards – Until age 80 years or deceased

Firearm Records and Inventories – 3 years, provided audited

Incident Reports (Non-Criminal) - 5 years

Incident Reports (Criminal) – 50 years

Inventories – 3 years, if audited

Junk Vehicle Files – 2 years after disposition or close of file

Juvenile Records – Until person turns 18 years old or receipt of expungement order

LEADS Records -2 years or destroy when no longer administratively necessary

Liquor Permit Records – 3 years

Master Name Index – Permanent

Missing Person Reports – 20 years, until found

Monthly Reports – Permanent unless incorporated into annual report

Orders from Chief or Officers – 5 years, unless still in effect

Parking Tickets – 3 years, if audited

Property Room Log/Records – 25 years

Radio Logs/911 printed readouts – 2 years

Recovered Property Records – 2 years after disposal of property

Ride Along Forms – 3 years

Seizure Logs – 6 years

Schedules - 3 years

Subpoenas, Summonses, or Warrants – Until served, discharged, or withdrawn

Tow Tickets and Records -3 years after paid, provided audited

Traffic Tickets -3 years, provided audited

Vacation House Check Records – 30 days after owners return

Video Recordings (Body Cam, Dash Cam) – In accordance with Police Department Policies and Technical Retention Settings

Video Recordings Related to Cases – Until conclusion of case

G. Legal Records.

Case Files (Civil) – 10 years, provided no action pending

Claims for Damages – 4 years after denied, case settled, and all appeals exhausted

Court Transcripts – 3 years after termination of case and all appeals exhausted

Deeds – Permanent

Easements – Permanent

Legal Notices – 5 years

Liability Waivers – 3 years provided no action pending

Settlements – 3 years

H. General Village Records.

Correspondence

Routine Form Letters – 1 year

General – 2 years

Involving Legislative Branch – 5 years

Involving Mayor's Office – 5 years

Delivery Slips/Packing Slips – 2 years

Drafts and Informal Notes – Until no longer administratively needed

Emails – 2 years or until no longer of administrative value

Equipment Inventories – 3 years

Equipment Maintenance Records – Life of equipment

Fax Records – Treat as correspondence

Fuel Usage Records – Audit, plus 2 years

Mail – Until no longer administratively necessary

Mail Logs – 2 years

Mailing Lists – Until updated, superseded, or obsolete

Manuals and Handbooks – Until superseded, obsolete, or replaced and then retain for 5 years

Meeting Notices – 1 year

Municipal Publications – Until superseded or obsolete, then evaluate for historical value

Orders, Directives, and Policies – Until superseded and audited

Operating or Maintenance Manuals – Maintain until equipment is disposed

Photos – Until no longer current or of administrative value, then appraise for historical value

Photos (Digital) - Until no longer current or of administrative value, then appraise for historical value

Press or News Releases – 3 years

Records Retention Documents – Permanent

Records Requests – 3 years

Speeches/Presentations – 3 years

Texts – Until no longer of administrative value

Training Records - 7 years

Transient Documents (Includes telephone messages and recordings, appointment books, calendars, items of temporary importance in lieu of oral communication) – Until no longer administratively necessary

Vendor and Supplier Information – Until no longer of administrative value

Warranties – 2 years after expiration

Work Schedules – 3 years

H. Records Management.

- **RC-1, RC-2, RC-3 Forms** — Permanent
- **Records Commission Minutes** — Permanent
- **Destruction Logs** — Permanent

Attachment B - Disposal Procedures.

RC-1 is used for one-time disposal of obsolete records.

RC-3 is used for ongoing disposal of records listed on the RC-2.

No records may be destroyed without Records Commission approval.

Records containing confidential information must be securely destroyed.

CONSULTANT AGREEMENT

This Consultant Agreement (the “Agreement”) is made and entered into by and between the Village of Peninsula, Ohio (“Village”) an Ohio municipal corporation and Aislinn Consulting LLC, (the “Consultant”), an Ohio limited liability company having a business address for purposes hereof at 3339 Buckhaven Drive, Richfield, Ohio 44286.

WHEREAS, the Village desires to engage the services of the Consultant to provide certain planning assistance and services to the Village in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, the Village and Consultant hereby agree as follows:

Article 1. Scope of Services.

Consultant shall provide the following professional planning and development services (“Services”) to the Village as support services to the Planning Commission, City Council, and Mayor. Services shall include:

1. Planning and development professional support, including zoning code and other enforcement regulations revisions and updates, as requested by the Planning Commission, Council, or Mayor;
2. Support to the Village Zoning Officer as requested;
3. Assistance and attendance at meetings in the coordination, facilitation, and monitoring, during the design and approval process, of development projects as requested; and
4. Attendance at meetings of the Village's Planning Commission and/or Board of Zoning Appeals, Village Council, and community meetings as required to support and guide projects, if necessary.

Any additional services requested by the Village shall be mutually agreed upon and may result in a separate agreement.

Article 2. Independent Contractor Relationship.

The relationship created by this Agreement is that of a consultant working as an Independent Contractor. Under no circumstances shall Consultant look to the Village as its employer, or as a partner, agent, or principal. Nothing contained herein or any document executed by the parties shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, employer, employee, joint enterprise or undertaking, partnership, fiduciary relationship, confidential relationship, or special relationship. Consultant shall only represent itself to be and shall only be considered to be by the parties or any third party, an independent contractor of the Village. The Village is interested only in the results obtained in this Agreement. The manner and means of conducting the work are under the sole control and discretion of the Consultant.

Article 3 Term.

The term of this Agreement shall be January 1, 2026 through December 31, 2026. This Agreement may be terminated by either party with 30 days’ written notice to the other party.

Article 4. Compensation.

Payments for Services as authorized in Article 1. titled Scope of Services shall be provided on an hourly rate basis at the rate of One Hundred Dollars (\$100.00) per hour. Invoices shall be submitted monthly based on the work performed to date and shall be due and payable upon receipt. Consultant agrees that it is solely responsible for all income and/or other tax obligations, if any, including, but not limited to, all reporting and payment obligations, which may arise because of any payment by the Village to the Consultant pursuant to this Agreement. The total amount of compensation to be paid to Consultant pursuant to this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000) without further authorization from Council.

Article 5. Subcontracting.

The Consultant may perform the Services directly or by means of a subcontractor of the Consultant's choosing. Designation of the subcontractor shall be at the sole discretion of the Consultant, provided that its subcontractor shall be a professional qualified and capable of performing the Services. The Consultant shall notify the Village in writing prior to any Services being performed by a subcontractor.

Article 6. Notices.

All notices or communications concerning this Agreement shall be in writing and delivered to the following;

To the Village:

Mayor
Village of Peninsula
1582 Main Street
Peninsula, Ohio 44262
mayor@villageofpeninsula-oh.gov

To the Consultant:

Rita McMahon
Aislinn Consulting LLC
3339 Buckhaven Drive
Richfield, Ohio 44286
mcmahonr@att.net

Unless otherwise specified herein, any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally, by courier or overnight delivery service, email, or seventy-two (72) hours after being deposited in the regular mail with postage prepaid.

Article 8. Legal Construction.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Article 9. Entire Agreement; Amendments.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, negotiations, discussions, communications, and agreements (whether written or oral) between the parties. This Agreement may not be amended, supplemented, or modified unless such amendment, supplement, or modification is in writing and signed by all parties.

Article 10. Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. The Village and Consultant irrevocably consent to personal jurisdiction of the Summit County Common Pleas Court, Akron, Ohio, for any suit or action arising from or related to this Agreement and hereby waive any right the Village and Consultant may have to object to venue in such Courts.

IN WITNESS WHEREOF, the Village and Consultant have signed this Agreement through its duly authorized representatives.

VILLAGE OF PENINSULA:

AISLINN CONSULTING, LLC:

DANIEL SCHNEIDER, JR., Mayor

RITA C. MCMAHON, Managing Member

Date: _____

Date: _____

Certificate of Fiscal Officer

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

Katie Iaconis, Fiscal Officer, Village of Peninsula