



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

Tuesday June 9, 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

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS

May 26, 2026 Council Meeting Minutes

CITIZEN PARTICIPATION

REPORTS

Mayor, Daniel Schneider, Jr.

Fiscal Officer, Ms. Iaconis

Street Commissioner, Mr. Anderson

Finance Liaison, Mr. Krachinsky

Motion to Confirm Receipt of Financial Statements

Motion to Ratify Submitted Bills List

Police Department

Roads and Public Works

Proposed Garbage Contract Bid Specifications and Package

Planning Commission, Ms. Frank-Hensley

June 23, 2026 Short-Term Home Rental Public Meeting

Zoning Officer, Mr. Collins

Board of Zoning Appeals

Buildings and Grounds, Ms. Frank-Hensley

Village Hall Sign

Policies & Procedures Liaison, Mr. Slocum

Motion to Approve Records Retention and Disposal Policy and Schedule

Cybersecurity

Fire Board, Mr. Krachinsky

Cemetery Board, Ms. Padrutt

JEDD Board, Ms. Riggins

Wastewater/Stormwater/Water

CVNP and Conservancy, Ms. Padrutt and Ms. Riggins

Solicitor, Mr. Bryan

LEGISLATION:

Ordinance No. 07-2026

Requested by: Mayor Schneider and Councilpersons Slocum and Frank-Hensley

An Ordinance Amending Chapter 1125 of the Zoning Code Related to Off-Street Parking (Third Reading; Tabled)

Ordinance No. 09-2026

Requested by Councilperson Frank-Hensley

An Emergency Ordinance Enacting a Six-Month Moratorium on the Submittal, Evaluation, and Consideration of New Zoning and Development Project Applications for Mixed-Use Zoning District Properties (Third Reading)

Resolution No. 10-2026

Requested by Mayor Schneider

An Emergency Resolution Providing Consent to the Ohio Department of Transportation to Perform Slide Repair Work on St. Rt. 303 between Cedar Grove Cemetery and Emerson Road (Second Reading)

Resolution No. 11-2026

Requested by Mayor Schneider, Ms. Iaconis, and Mr. Bryan

An Emergency Resolution Authorizing the Mayor and Fiscal Officer to Enter into an Agreement with Wichert Insurance to Provide Insurance Coverage for the Village from Selective Insurance Company and State National Insurance Company (Second Reading)

Resolution No. 12-2026

Requested by Mayor Schneider

A Resolution Authorizing All Actions Necessary to Accept Northeast Ohio Public Energy Council 2026 Energized Community Grant Funds

Ordinance No. 13-2026

Requested by: Councilperson Padrutt

An Ordinance Establishing Section 311.02 of the Village Code Regarding Outdoor Public Events Policies and Permits

UNFINISHED BUSINESS/NEW BUSINESS

Solicitor Search Committee

Council Priority List

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

**Record of Proceedings
Regular Council Meeting**

Held: Tuesday, April 28, 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	Absent
Jodi Padrutt	Present	Eliud Rosales	Absent
Moe Riggins	Present		

OTHERS PRESENT: Solicitor Brad Bryan, Administrative Assistant Faith Dorton, Wichert Insurance Agent Rich Studenic

PRESENTATION OF AGENDA AND AMENDMENT OF THE AGENDA: It was determined that the proposed short-term rental meeting would be discussed under the Planning Commission section of the meeting.

SPECIAL PRESENTATIONS:

Rich Studenic, Wichert Insurance Agent, Regarding Insurance Renewal

Rich Studenic, the Village’s Wichert Insurance Agent, provided Council with an overview of the Village’s insurance program, explaining that the overall premium increased by 5% from last year primarily due to rising property and automobile insurance costs, which continue to be affected by inflation. He noted that Selective Insurance automatically increased building and contents values by 5% to account for inflation. The Village also has one additional insured vehicle. Mr. Studenic stated the Village’s rate increase was lower than many other communities. He explained the service garage fire claim remains on the Village’s five-year loss history, which continues to affect the loss ratio and insurance pricing. Mr. Slocum and Ms. Padrutt asked questions regarding carrier longevity and insurance market conditions. Mr. Studenic stated carriers value customer loyalty when quoting rates and recent loss history comes into play when deciding whether to shop for carriers for the specific coverages.

Mr. Studenic also discussed cyber liability coverage, emphasizing the importance of safeguards such as multi-factor authentication and financial verification procedures to prevent cyber fraud. He explained that insurers evaluate an organization’s cybersecurity practices during underwriting and that coverage options may be limited or more expensive for entities lacking adequate protections. In response to questions from Council, Mr. Studenic clarified that cybersecurity insurance policies contain specific exclusions, but do not generally deny coverage due to mistakes. He explained that the Village’s current insurers, Selective and State National, maintain strong financial ratings.

Mr. Bryan asked Mr. Studenic to compare the Village’s traditional insurance program with municipal insurance pools such as PEP, outlining the advantages and disadvantages of each. Mr. Studenic explained that insurance pools operate differently from regulated insurance companies. While they offer cheaper up front rates, they often require multi-year commitments, additional back-end contributions, and high exit costs. Municipalities that leave the pool are required to purchase tail coverage policies to maintain coverage for any claims made during the pool policy coverage periods. That contrasts with traditional insurance, which covers claims on an occurrence, rather than date of claim, basis. The pools also have lower reserves than

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traditional insurance companies. He cautioned that municipalities should carefully review pool agreements before joining.

In response to a question, Mr. Studenic explained that Village-owned equipment and property stored in rented facilities are covered under the blanket building and contents policy. Responsibility for building coverage depends on the lease terms. After reviewing the Service Department facility lease, Mr. Bryan confirmed that the Village is required to maintain insurance for premises liability accidents and its on-site property and equipment. The landlord is responsible for insuring the building itself. The Mayor thanked Mr. Studenic for his presentation.

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS:

May 12, 2026 Council Meeting Minutes

Ms. Frank-Hensley made a motion that was seconded by Ms. Padrutt to approve the minutes. Roll call vote: Ms. Frank-Hensley, yes; Mr. Slocum, abstain; Ms. Padrutt, yes; Ms. Riggins, yes. The minutes were approved.

CITIZEN PARTICIPATION:

John Najeway argued that the information presented in the newsletter regarding short-term rentals should be more balanced. Revenues should not simply be presented as money collected from the nightly taxes but also take into account the application and inspection fees. He expressed frustration that Council continues to revisit short-term rental regulations for an additional, consecutive year despite the absence of constituent complaints. He reminded Council its role is to represent residents and enhance services. He noted that concerns about short-term rentals appear to originate from Councilmembers rather than the public. He also rejected claims that residents are confused about where to report issues, stating consistent guidance to the residents from the Village for years to contact the Police Department with any complaints about guest conduct at short-term rental properties.

Greg Canda thanked residents for their passion and involvement in Peninsula, noting that strong opinions often come from people who care deeply about the community. He feels recent statements from Councilpersons regarding short-term rentals and parking were based on misunderstandings. Mr. Canda emphasized that Village issues should be prioritized according to their impact on the safety and welfare of residents, businesses, and visitors, arguing that enforcement and process improvements may be more appropriate than ordinance changes. He clarified that the occupancy standard of two people per bedroom plus three additional guests was adopted by Council in October 2024, rather than the Planning Commission, which is only a recommending body. He stated that violations such as excessive occupancy, parties, or parking issues should be reported to the Police and potentially to rental platforms such as Airbnb and VRBO. Mr. Canda stressed that any future ballot issue regarding short-term rentals should be presented as a clear yes-or-no question. He noted that under the proposed amendment to the parking ordinance, Board of Zoning Appeals review of decisions remains available in certain circumstances. He discussed the Village's ongoing parking challenges, arguing that Peninsula must balance addressing parking shortages with allowing appropriate development and redevelopment opportunities. He concluded by noting that the Planning Commission has recommended a temporary moratorium on new Mixed-Use zone development while updated regulations are developed. He also emphasized that shared parking options already exist within the Village zoning regulations.

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Liz Biddick stated she has lived next door to a short-term rental for several years and has had no problems with it. It is patronized by their friends and family, and she would hate to see that option go away.

Karen Walters spoke in support of short-term rentals and questioned whether the complaints and data being discussed reflect current conditions or issues from when the program first began. She lives between two short-term rental properties, knows and regularly communicates with the owners, and has experienced no problems. Those short-term rental owners actively maintain their properties and regularly check in with neighbors. She feels short-term rentals add vibrancy to the community and cited Charlie Moyer as an example of a resident who enjoys meeting visitors staying nearby. She also raised concerns about the proposed public events regulations, asking whether the permit requirements and \$500 fee would apply to indoor events such as those held at the G.A.R. Hall. She questioned whether there have been sufficient complaints about events in the Village to justify the regulations and asked if the permit fee would cover any additional police or security services. Ms. Padrutt clarified that Council would not deliberate with residents on this issue during the Citizen Participation portion of the meeting and stated the proposed events ordinance will be fully discussed when it comes up later in the meeting.

Matthew Padrutt argued against short-term rentals. He feels the Village should prioritize growing families and permanent residency rather than focusing solely on revenue. He expressed concern that allowing permits to bypass the Board of Zoning Appeals would remove an important layer of review and public input. He cited the fatal shooting during a party held by short-term renters in Bath Township, arguing that while Bath's prohibition did not prevent the tragedy, it helped shield the township from being a party in the subsequent litigation. He contended that Peninsula's history of inconsistent enforcement creates legal and financial risks, including potential equal protection claims and increased scrutiny of Village records if incidents occur at permitted rentals. Mr. Padrutt maintained that Peninsula lacks the capacity to enforce short-term rental regulations consistently and suggested the issue should be decided through a voter referendum. He stated that residents should determine the future of short-term rentals. He concluded by urging the Village to focus on residents and community growth over business interests.

Greg Canda asked whether Bath Township's prohibition applied to both owner-occupied and non-owner-occupied properties. Mr. Padrutt said it did.

REPORTS:

Mayor, Daniel Schneider, Jr.: Mayor Schneider wished everyone a happy Memorial Day weekend. He reported he arranged for the center line of W. Mill Street to be striped to make sure vehicles stay on their side of the street. There have been two recent near-miss traffic incidents involving drivers travelling on the wrong side of the road. Councilmembers discussed additional traffic-calming measures on W. Mill Street, including stop signs near the curve. The Mayor stated he would begin with the centerline and evaluate further options with the Village Engineer, including the stop signs.

The Mayor stated he is working with Ms. Iaconis on a transition plan to a new Fiscal Officer. Timothy Clymer, who is a former Village resident, is a potential, interested and qualified candidate. The Mayor has not had a chance to speak with him yet. If he is interested, the Mayor

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will include Mr. Krachinsky in the interview process. Ms. Iaconis advised the Mayor she will provide the final information necessary to complete the audit by the end of the following week.

Chief Nagy is retiring on June 12, and there are two internal candidates that are interested in replacing him. The Mayor plans on interviewing those candidates. Ms. Padrutt requested to participate in the interview process. She also asked whether staff are allowed to work remotely from home. The Mayor said they are under limited circumstances with his permission. He stated Ms. Dorton sometimes works from home when drafting minutes so that she can complete them without distractions. The Mayor reported the new road markers have been ordered. The Memorial Day weekend went smoothly, and he praised the condition of the cemeteries and the efforts of the first responders.

Fiscal Officer, Ms. Iaconis: Ms. Iaconis was not present. The Mayor stated he shared all pertinent updates in his report.

Street Commissioner, Mr. Anderson: The Mayor stated there was nothing to report from the Street Commissioner.

Finance Liaison, Mr. Krachinsky:

Motion to Ratify Submitted Bills List

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

Police Department: The Mayor stated the pertinent information on the Police Department was shared in his earlier report.

Roads and Public Works:

Proposed Garbage Contract Bid Specifications and Package

Mr. Bryan reported he prepared the trash contract bid specifications for this meeting as requested by Council. He noted the proposed release of the bid instructions was scheduled for mid-July with bidder responses due in early September. That would allow ample time to transition to a new vendor if another company is selected. Concerns were raised about the trash company repeatedly failing to empty the public trash cans after busy weekends, despite multiple email reminders. The Mayor explained that overflowing public cans downtown have forced the Service Department to handle garbage cleanup, even though servicing those cans is part of the company's contractual obligations. Mr. Bryan asked whether the Mayor and Council wanted to escalate those complaints beyond email and send a letter. The Mayor noted that overall service has generally been satisfactory aside from the recent issues.

Ms. Padrutt asked whether seniors receiving discounted service would continue to receive the same level of trash collection. Mr. Bryan confirmed the contract does not provide for any reduced service levels for seniors, with the exception that they can choose smaller cans that are easier to take out to the street. Ms. Padrutt stated she was advised that bulk pick-up is not available to seniors paying the discounted rates. Mr. Bryan stated that provision is not contained in the contract. All residents can arrange for bulk pick-ups. Republic is permitted to charge extra

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for those pick-ups. He is not aware whether those items are often picked up without bills being sent.

Ms. Frank-Hensley questioned whether the current provider meets proposed response-time expectations set forth in the contract, noting that residents often wait more than a week for replies. She also suggested exploring options for negotiated dumpster rates for businesses as part of the next contract. Mr. Bryan explained he is familiar with one community that requests bids for that service on a per-dumpster per-week basis rate. To do that, the contractor would need to have confidence that most of the Village businesses would participate. He recommended that the Village gauge whether there was interest from local businesses to seek bids for such service. Mr. Bryan emphasized the Village would likely not want to mandate that businesses participate in that type of program.

Planning Commission, Ms. Frank-Hensley: Ms. Frank-Hensley presented a draft summary outlining issues related to the proposed public meeting on short-term rentals. She explained the purpose would be to gather community input and factual information rather than make decisions. Mr. Bryan noted that some members of the public have touted to Council the benefits of short-term rentals to the community, such as providing lodging options for visitors and family members. He asked if language to that effect should be added to the document. Ms. Frank-Hensley raised questions about a possible referendum and the need to clearly define the issue that is presented on the ballot.

Councilmembers discussed meeting logistics, public outreach, and whether to involve the Planning Commission. The Mayor and most of the Councilmembers present expressed a preference for the meeting to be held in the Council Chambers. It was determined that it would not be a joint meeting with the Planning Commission but that the Planning Commission Members would be invited to attend and encouraged to participate.

Ms. Riggins emphasized that residents should have an opportunity to share their views on both short-term rentals and any potential ballot measure. Council agreed that broad notification would be important, with suggestions including postcards, flyers, sandwich boards, and website announcements. The discussion also focused on a possible referendum. Matthew Padrutt suggested allowing voters to decide whether short-term rentals should be prohibited, while Mr. Slocum, Greg Canda, and Mr. Bryan noted the importance of clear ballot language and determining exactly what question should be asked. Council requested that the administration proceed with a Village-wide postcard mailing and the additional suggested outreach measures, with Ms. Frank-Hensley drafting the postcard language.

Zoning Officer, Mr. Collins: The Mayor reported the Zoning Officer will begin providing written monthly reports to Council as of the next meeting. The Mayor emphasized that zoning and short-term rental violation complaints should be submitted in writing with the complainant's name and address included, rather than people verbally relaying third-party information. Greg Canda asked whether a Riverview Road property owner had a permit for construction activity taking place on the property, The Mayor advised him to report the address so that it could be investigated. Ms. Padrutt asked if the Mayor talked to the relevant property owners about the sandwich sign regulations. The Mayor stated not yet, but it was on his list to do so.

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Ms. Padrutt summarized a FirstEnergy outage report covering the past 24 months that found that the 36 outages were caused by trees and limbs (55%), animals (29%), forced outages (8%), and unknown causes (8%). She stated FirstEnergy reported no underlying equipment issues and noted that vegetation management was completed in 2024. The next cycle will not take place until 2028. Village system inspections took place in 2025 and will next be performed in 2030. Ms. Padrutt suggested the Village take a more proactive role in identifying hazardous trees. The Mayor noted that the Service Department already watches for obvious dangers and contacts property owners when appropriate. Councilmembers discussed FirstEnergy's willingness to inspect potential problem trees and assist with mitigation if they pose a danger to the lines. The importance of residents reporting every outage, including brief interruptions and outages covered by generators, was emphasized so that FirstEnergy has accurate data to track and address recurring problems.

Board of Zoning Appeals: The Mayor announced there is still a vacancy on the Board.

Buildings and Grounds, Ms. Frank-Hensley: Council requested that Ms. Riggins' name be removed from this section of the agenda, since she does not have this assignment.

Policies & Procedures Liaison, Mr. Slocum:

Records Retention and Disposal Policy and Schedule: The draft of the proposed records retention schedule was reviewed. It was agreed that the retention period for disciplinary action, employee evaluation, and performance evaluation records should be 6 years after separation. Firearm records and inventories should be 3 years after audited or superseded, police body cam and dash cam videos should be kept as long as administratively necessary, and equipment inventories should be 3 years after they are superseded. Council also discussed the process for records destruction approval through the Village Records Commission and State.

Cybersecurity: Mr. Slocum reported receiving a \$11,500 proposal from Accenture to conduct a cybersecurity assessment and compliance plan, compared to a previous \$38,000 quote from another firm. He noted his ongoing work with the Village IT consultant on cyber policies, asset inventories, email migration, and platform consolidation. He emphasized the need to continue making progress toward state cybersecurity requirements, including training, the inventory list, and program development.

Proposed Public Events Ordinance and Application: Council reviewed the draft of the Public Events Ordinance, focusing on noise regulations, insurance requirements, alcohol permits, event fees, and exemptions. Whether to include specific decibel limits was discussed, and it was determined that language that gives police discretion to address excessive noise was sufficient. Ms. Frank-Hensley recommended adding explicit noise-control provisions to the event policy, without the specific decibel threshold, requiring organizers to reduce noise when directed and allowing future permit restrictions for violations. The group also agreed that alcohol sales should require proof of a state-issued permit at least two business days before the event.

Council also discussed fees, exemptions for nonprofits, community groups, and small neighborhood events. Denise English raised concerns about the burden of the insurance requirements for local organizations. It was determined that the insurance requirements could be eliminated for Tier 1 events such as block parties. Members generally agreed that Peninsula-based nonprofits and residents should be exempt from application fees and deposits, though

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insurance and public safety requirements may still apply when warranted. Questions were also raised about how to distinguish public events from private gatherings and whether recurring private parties should be regulated. A majority of the Councilmembers favored keeping the Ordinance focused on public events.

The discussion concluded with clarifications about how parking, traffic management, and event administration is presently handled by the Village. Members discussed recurring events such as the Heritage Farms vendor events and the fact that parking is readily available for those events on the Heritage Farms property, Peddlers Day, and school events, to better define when Village oversight is necessary. Mr. Bryan agreed to prepare the proposed Ordinance with the language requested at this meeting for a first reading at the next Council Meeting. Ms. Dorton requested that an administrative checklist be added to the permit application form so that fee payments, insurance certificates, and approvals could be tracked more easily.

Ms. Riggins requested that police officer rates be included with event applications. The Mayor stated those rates vary per year based upon the wage amounts. He stated that officers cost about \$45 per hour, with additional charges for police vehicles. The Reserve Officers, who are not paid by the Village, regularly conduct traffic control during Village events.

Fire Board, Mr. Krachinsky: Ms. Riggins, who attended the meeting on behalf of Mr. Krachinsky, stated there was nothing significant to report from the meeting. The Board just approved the payment of bills.

Cemetery Board, Ms. Padrutt: Ms. Padrutt reported there was a meeting in preparation for the Memorial Day Parade. Rick Butler announced he is stepping down at the end of the year.

JEDD Board, Ms. Riggins: Ms. Riggins stated she did not have anything to report.

Wastewater/Stormwater/Water: The Mayor shared there were no updates.

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

LEGISLATION:

Ordinance No. 07-2026

Requested by: Mayor Schneider and Councilpersons Slocum and Frank-Hensley

An Ordinance Amending Chapter 1125 of the Zoning Code Related to Off-Street Parking (Third Reading; Tabled)

Mr. Bryan noted this Ordinance is currently tabled.

Ordinance No. 09-2026

Requested by Councilperson Frank-Hensley

An Emergency Ordinance Enacting a Six-Month Moratorium on the Submittal, Evaluation, and Consideration of New Zoning and Development Project Applications for Mixed-Use Zoning District Properties (Second Reading)

Mr. Bryan read the legislation by title. The Ordinance will advance to a second reading at the next Council Meeting.

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Resolution No. 10-2026

Requested by Mayor Schneider

An Emergency Resolution Providing Consent to the Ohio Department of Transportation to Perform Slide Repair Work on St. Rt. 303 between Cedar Grove Cemetery and Emerson Road (First Reading)

Mr. Bryan read the legislation by title. The Resolution will advance to a second reading at the next Council Meeting.

Resolution No. 11-2026

Requested by Mayor Schneider, Ms. Iaconis, and Mr. Bryan

An Emergency Resolution Authorizing the Mayor and Fiscal Officer to Enter into an Agreement with Wichert Insurance to Provide Insurance Coverage for the Village from Selective Insurance Company and State National Insurance Company (First Reading)

Mr. Bryan read the legislation by title. The Ordinance will advance to a second reading at the next Council Meeting.

UNFINISHED BUSINESS/NEW BUSINESS:

Ms. Frank-Hensley noted that Council needed a new Wastewater and Water liaison in place of Ms. Padrutt. Ms. Padrutt suggested that there be a Council liaison to the Cuyahoga Valley National Park and Conservancy. Council stated it was in favor of doing so. Ms. Padrutt made a motion to nominate herself and Ms. Riggins to that position. The motion was seconded by Ms. Riggins. The Mayor noted he would still need to attend meetings with Park officials. Roll call vote: Ms. Frank-Hensley, yes; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion was approved.

Council Priority List: Ms. Frank-Hensley requested that Council work on assigning firm deadlines for items on the Council Priority List at the next Council Meeting.

ADJOURNMENT: Ms. Frank-Hensley made a motion to adjourn the meeting that was seconded by Ms. Riggins. Roll call vote: Ms. Frank-Hensley, yes; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The meeting was adjourned at 9:23 p.m.

Respectfully submitted:

Daniel Schneider Jr., Mayor

Date

Katie Iaconis, Fiscal Officer

Date

SOLID WASTE AND RECYCLING CONTRACT NOTICE

The Village of Peninsula, Ohio is accepting sealed bids for a five-year contract commencing January 1, 2027, for the collection of solid waste and recycling for Village residents. Sealed bids will be accepted until 12:00 p.m. on Tuesday, September 1, 2026. The bid instructions and documents may be obtained from Faith Dorton, the Village Administrative Assistant, at Peninsula Village Hall, 1582 Main Street, Peninsula, Ohio 44264, 330.657.2151, admin@villageofpeninsula-oh.gov, starting Monday July 20, 2026.

**VILLAGE OF PENINSULA SOLID WASTE AND RECYCLING DISPOSAL
CONTRACT INFORMATION FOR BIDDERS AND BID PACKAGE FOR
2027-2031 CONTRACT**

Sealed bids will be received by the Administrative Clerk of the Village of Peninsula for a five-year garbage and recycling disposal contract for the calendar years 2027-2031, with an option to renew for two additional years. A complete set of bid specifications, which are included herein, are on file with the Administrative Assistant and available for inspection and pick-up during normal business hours. Bid specifications can also be mailed or e-mailed upon request.

Bidders must use the printed forms provided in this bid package. No other forms of responses will be accepted except as indicated herein. An original and two duplicate copies of the bids should be submitted in a sealed, opaque envelope bearing the full name of the bidder and should be marked "Bid Proposal for Solid Waste and Recycling Contract."

Each bid must contain the full name of every person or company interested in the bid. Bids must comply with all applicable provisions of Ohio Law and all specifications. No bidder may withdraw its bid once submitted for a period of 30 days after the date of the opening of the bids. Village Council will award the contract to the bidder deemed to be the lowest and best bidder in the discretion of Village Council. The Village reserves the right to waive informalities in the bids, modify the bid specifications due to errors or omissions, and/or accept or reject any and all bids received, in whole or in part, shall it be deemed to be in the best interest of the Village to do so.

Sealed bids must be received by the Village of Peninsula Administrative Assistant at Village Hall, 1582 Main Street, Peninsula, Ohio 44264 by 12:00 noon on Tuesday September 1, 2026. Questions regarding the method and timing of the submission of bids can be directed to the Administrative Assistant at 330-657-2151 or admin@villageofpeninsula-oh.gov. Any questions regarding the instructions, specifications, or bid package should be directed in writing to the Village Solicitor, Brad Bryan, at 22050 Mastick Road, Fairview Park, Ohio 44126 or bbryan@gbs-llp.com.

Bids will be opened at 1:00 p.m. on Tuesday September 1, 2026, at the Village of Peninsula Hall. A contract award based upon the bids will then be considered by Village Council at a later date.

At present, Village households are paying \$20.00 per month for solid waste and recycling disposal services. Senior residents are paying \$18.00 per month. Contractor fees are billed directly to the residents. The Village is not responsible for Contractor collection fees. The number of residential housing units in the Village is approximately 200.

Legal Conditions:

All bidders shall comply with the applicable laws, rules, and regulations of the United States of America, the State of Ohio, the County of Summit, the Summit County Solid Waste District, and the Village of Peninsula.

Personal Investigation:

Bidders shall satisfy themselves by personal investigation and such other means as they may think necessary or desirable as to the conditions affecting the proposed work and the cost thereof. No verbal information derived from the Mayor, Council, Solicitor, or their assistants shall relieve the Contractor from any risk or fulfillment of all terms of the contract.

Inconsistencies:

Any seeming inconsistency between provisions of the bid instructions and specifications or any point requiring explanation must be inquired into by the bidder in writing at least 96 hours prior to the bid opening.

Inspection of Village:

All bidders shall tour the Village and familiarize themselves with the work contemplated. Submission of a bid shall be deemed conclusive evidence that such a tour has been made by each bidder, constitute a waiver of all claims with respect to the bid, and shall not be grounds for withdrawal of a bid or claim for compensation in excess of the bid.

Form of Proposal:

The bid proposal and Schedule 1 must be made on the proposal forms attached hereto. The forms must be completed as provided in these instructions to bidders and must be signed where indicated and contain the full name, address, and contact information of all companies interested in the bid proposal. In addition, the title of the person signing for the company must be stated. Bidders may, at their discretion, add other pertinent exceptions, clarifications, conditions, information, facts, components, or data to the bid and bid form that it deems desirable and attach additional pages to the bid form if necessary to clarify the bid. Simultaneous Bids may be submitted under both Sections A and B on the bid form. In that case, the Village would make an award of the bid provided in either Section A or B in combination with the responses provided pursuant to Sections C, D, and E of the bid form.

Senior Discount:

Bidders are encouraged, but not required, to provide some sort of senior discount to households in which the primary owner or tenant and party responsible for the account is 65 years of age or older. A "senior household" shall be defined as: (1) a residential unit in which a person who is 65 years of age or older is a primary property owner (meaning the person is listed as a property owner on the deed), or if a property owner does not live on the property, a person 65 years of age or older is a primary tenant of the property (meaning the person is listed as a tenant of the property on a written lease); and (2) the residential unit is the eligible senior citizen's primary residence (meaning the person uses that residence as their primary address for filing income tax returns and/or voter registration purposes).

Worker's Compensation Coverage:

The Contractor shall provide and maintain during the life of the contract Worker's Compensation coverage in accordance with the laws of the State of Ohio for all its employees.

Liability Insurance:

The Contractor shall provide and maintain during the life of the contract, Public Liability, Property Damage, and Umbrella Coverage in at least the following amounts:

- (1) Public Liability: \$1,000,000 per person/\$1,000,000 per accident
- (2) Property Damage: \$500,000 per any one claim
- (3) Umbrella Liability: \$1,000,000

to protect the bidder, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death and property damage which may arise from operations under the contract. A Certificate of Insurance shall accompany the bid attesting to the ability of the bidder to obtain the prescribed insurance.

An indemnity clause or liability insurance will be required of the successful bidder. In it, the successful bidder will be required to hold harmless and indemnify the Village from all claims, legal or equitable, including court costs and reasonable attorney fees, arising out of the operation of the collection services.

Competency of Bidders:

No bid will be considered unless the bidder has furnished satisfactory evidence to the Village that it has the necessary equipment, ability, and financial resources to fulfill the conditions of the instructions and specifications. Previous performance, experience, and responsibility of the bidders will be considered in awarding the contract.

Cancellation of Award:

The Village reserves the right to rescind the award of any contract at any time before the execution of the contract by all parties without any liability to the Village.

VILLAGE OF PENINSULA, OHIO

PROPOSAL

TO THE VILLAGE OF PENINSULA, OHIO:

The undersigned, as Bidder, does hereby declare that

is/are the only entity/person(s) interested in this Proposal; it is made without any connection with any other person, firm, or company making any other proposal for the same work; and it is made without collusion with any other person, firm, or company. The undersigned declare they have examined and acquainted themselves with the general conditions likely to be encountered; they have carefully examined the specifications and each and every item of the General Conditions and Specifications; they fully understand the same; and they will contract to provide all necessary labor, machinery, tools, equipment, and other means for the collection and disposal of household refuse in the Village of Peninsula in the manner prescribed in the Instructions and Specifications at the flowing price, to-wit:

Regularly scheduled residential solid waste, yard waste, and recycling collection once each week, emptying of Village litter receptacles once each week, supplying and emptying a dumpster at the Village Hall, Village Service Department, and Valley Fire Department once each week, and special materials collection.

For any services to be performed under this Contract, the charges shall not exceed the rates stated in this bid response.

A. Once Weekly Curbside Solid Waste, Yard Waste, and Recycling Collection with Direct Billing to Homeowners

Unlimited trash and recyclable pick up at the curbside once a week with homeowners providing their own refuse cans and/or bags.

Fee:	2027	\$	_____	per month
	2028	\$	_____	per month
	2029	\$	_____	per month
	2030	\$	_____	per month
	2031	\$	_____	per month

B. Once Weekly Curbside Solid Waste, Yard Waste, and Recycling Collection with Direct Billing to Homeowners Requiring the Use of Contractor Provided Containers (with the exception of yard waste):

If the Contractor intends to offer or require its own containers, please specify:

	Garbage	Recycling
Deposit, per container:	\$ _____	\$ _____
Purchase price, per container:	\$ _____	\$ _____
Second container fee: homeowner charge:	\$ _____	\$ _____
Container Size or Sizes	_____	_____
	_____	_____

Fee: 2027	\$ _____	per month
2028	\$ _____	per month
2029	\$ _____	per month
2029	\$ _____	per month
2031	\$ _____	per month

C. Special Materials Hauling Service

Contractor shall provide for the hauling of special materials placed at the curb during regular collection or within four working days thereafter. Collection fees may be collected through a separate charge for such items. Attach Schedule 1 of charges for special material pick-up.

D. Village Dumpster and Litter Receptacle Service:

Contractor shall provide for the dumping and disposal of up to ten litter receptacles located throughout the Village as well as the Village Hall, Village Service Department, and Valley Fire Department dumpsters supplied by Contractor, once per week at no additional charge to the Village.

E. Senior Discount Rate: List any senior discount rate.

Fee: 2027	\$ _____	per month
2028	\$ _____	per month
2029	\$ _____	per month
2030	\$ _____	per month
2031	\$ _____	per month

In submitting this bid, the undersigned understands the right is reserved by the Village to reject any and all bids. The undersigned agrees this bid may not be withdrawn for a period of thirty days after the date set for the opening thereof.

The undersigned hereby certifies no person interested in this Proposal is directly or indirectly interested in any other bid or proposal for the same Contract. Accompanying this Proposal is a certified check or bid bond payable to the Village of Peninsula guaranteeing the Village of Peninsula the proper execution of this Contract. Said certified check or bid bond is in an amount equal to at least \$5,000. In case of failure of the undersigned to execute the Contract upon the terms and conditions set forth in the instructions and specifications and the bid and furnish a satisfactory performance bond in the amount stipulated within fourteen days after the acceptance of this Proposal by the Village and the presentation of the contract by the Village to the undersigned, the certified check or bond may be forfeited to the Village as liquidated damages for such failure. Otherwise, the certified check will be returned to the undersigned and the bid bond will be no longer in effect. Certified checks will be returned to unsuccessful bidders, at the discretion of the Village, at any time after receipt of the bids.

The undersigned states that it is,

- () (a) A corporation organized under the laws of the State of _____.
- () (b) A partnership of _____ persons, all of whom are citizens of the United States, registered in the State of _____.
- () (c) A limited liability company organized under the laws of the State of _____.
- () (c) An individual who is a citizen of the United States.

Indicate with an (X) the one that applies.

BIDDER SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER: _____

DATE: _____

E-MAIL ADDRESS: _____

The names and addresses of people interested as principals in the proposals are as follows:

(Write first name in full)

First	M.I.	Last
-------	------	------

Address	City	Zip
---------	------	-----

First	M.I.	Last
-------	------	------

Address	City	Zip
---------	------	-----

First	M.I.	Last
-------	------	------

Address	City	Zip
---------	------	-----

SCHEDULE 1
SCHEDULE OF CHARGES FOR SPECIAL MATERIALS PICK-UP

SPECIFICATIONS

INTENT

It is the intent of these specifications to describe a five-year residential refuse collection program for approximately 200 residences in the Village of Peninsula, Ohio commencing January 1, 2027. The program incorporates recycling as an integral part of a unified and efficient scheme of refuse collection and disposal. To minimize the cost of collection and the environmental impact of the refuse generated by the Village, the following specifications describe a system, whereby each residence is assessed a monthly fee, which is directly billed to the homeowner, for collection and disposal of refuse, for a flat monthly fee per residence.

The Village requires the bidder to provide a price for solid waste and recycling collections per home per month. The contractor will bill the customer for the service on a monthly or quarterly basis, in advance. Recyclables will be separated by the resident, and no additional charges will be made for collection and disposal of recyclables. The bidder must specify a plan for the collection of such recyclables such as a “blue bag” plan or other. If the bidder is requiring the use of its containers, all charges related to those containers must be specified in the bid.

1. Exclusive Right:

The Village shall grant to the Contractor the exclusive right and obligation to provide solid waste and recyclable collection services to single, double, three, or four family residential household units within the Village boundaries, upon the terms and conditions set forth herein.

2. Definitions and Use

(A) “Village”: The Village of Peninsula, Summit County, Ohio.

(B) “Bidder”: The person, partnership, or company submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

(C) “Contractor”: The person, firm, or company to whom the within Contract is awarded by the Village and who is subject to the terms of the Contract.

(D) “Surety”: Any person, firm, or company that has assured, as surety, the Contractor’s bid or performance of the Contract.

(E) “Residence”: A detached single-family structure, a detached two-family structure, or a detached three or four-family structure.

(F) “Solid Waste”: All garbage, not including recyclables or special materials as hereafter defined, which are normally incident to the operation of a household. Such term includes, but is not specifically limited to, all wastes from the preparation, cooking, and dispensing of food for human consumption; all fish, fowl, fruit, vegetable, or animal, or other matter that was intended to be used as food for human consumption, including condemned foods, excess fruit from trees, excess vegetables from gardens, and items of similar nature; all wastes from the preparation, cooking, and dispensing of food for consumption by domestic animals, including dogs, cats, and similar pets; and all household goods and refuse resulting from normal household activities; rags, crockery, packing material, carpeting, leather goods, rubber goods, straw, toys, porcelain, shoes, clothing, and the like.

The term solid waste does not include dirt, stones, asphalt, gravel, broken or whole bricks, concrete, and other refuse from repairs, alterations, or construction of buildings, sidewalks, and patios.

(G) “Yard Waste”: Accumulations of lawn, grass, or shrubbery cuttings, or clippings and dry leaf rakings, small tree trimmings, bushes, or shrubs, or green leaf cuttings, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in “load packer” type sanitation equipment used for regular collections from domestic households. Tree trimmings shall be tied in bundles not exceeding four feet in length or weighing over sixty pounds and placed at the curb for pickup.

(H) “Recyclables”: Recyclables consist of any acceptable materials collected from residences that can be put to beneficial reuse or sold to recognized markets for purposes other than disposal, including, without limitation, all glass beverage bottles and food jars; plastic containers and bottles stamped with the numbers 1 through 7; aluminum, bi-metal, and steel cans; and paper and corrugated cardboard. Motor oil, anti-freeze, pesticide, and herbicide containers that are completely clean and free of residue.

(I) “Hazardous Materials”: Shall mean wastes that are hazardous by reason of their pathological, explosive, radiological, or toxic characteristics, and includes any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any State of Ohio agency pursuant to the RCRA, including future amendments thereto, and any other applicable law.

(J) “Special Materials”: Bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a regularly used collection vehicle, including refrigerators, air conditioners, washers, dryers, chairs, sofas, etc. Any appliances containing hydrocarbons will be picked up only after the hydrocarbons have been removed by a certified technician and tagged.

(K) “Approved Containers”: Containers into which garbage, trash, and recyclables may be placed for collection, which includes commercially available plastic trash bags and standard garbage cans.

3. Term:

The term of the contract shall be for a five-year period beginning January 1, 2027, and terminating December 31, 2031.

4. Option to Renew:

The parties may extend the Contract on substantially the same terms and conditions contained in the Contract for up to two 1-year terms by written mutual consent at least 120 days prior to the expiration of the term in effect. Otherwise, the Contract shall terminate as of its expiration date.

5. Services:

(A) All persons occupying or maintaining a place of residence in single or multiple family dwellings (as defined herein) shall be provided regular collection service once per week. All solid waste and recycling of any resident shall be collected by contractor. Should trash be so bulky to preclude being placed in an approved container, contractors shall provide collection unless it cannot reasonably be lifted in the truck by a single employee and/or a regularly used collection vehicle, unless specified otherwise in the bid response.

(B) Special materials shall be collected during the regular collection or within four working days thereafter.

(C) Up to ten Village litter containers, the Village Hall dumpster, the Village Service Department dumpster, and the Valley Fire District dumpster, which shall be supplied by Contractor, shall be provided regular service one time per week free of charge.

6. Hours:

Collections shall begin no earlier than 7:00 a.m. and cease no later than 6:00 p.m., with no service on Sunday, except during times of emergency. Pickup service on State Route 303 shall not begin earlier than 9:00 a.m.

7. Spillage and Litter:

The Contractor shall not cause litter to spread in the Village in the process of making collections. During hauling, all solid waste shall be contained, tied, or enclosed so that leaking, spilling, or blowing is prevented. In the event of spillage by the Contractor, the Contractor shall promptly clean up the litter.

8. Approved Containers:

Amounts and types of solid waste placed in containers for collection shall be stored in approved containers as described in the bid.

9. Unapproved Containers:

The contractor shall not be required to collect solid waste unless it is in approved containers, except as provided for yard waste and special materials.

10. Extraordinary Materials:

Hazardous waste, dead animals, abandoned vehicles, vehicle parts, demolition materials, large equipment, and parts thereto are not required to be collected by the Contractor. Likewise, dirt, stones, asphalt, gravel, broken or whole bricks, concrete, and other refuse from repairs, alterations, or construction of buildings, sidewalks, and patios are also not required to be collected.

11. Collection Equipment:

The Contractor shall have on hand at all times, in good working order, such equipment as shall permit the Contractor adequately and efficiently to perform its duties hereunder. Contractor shall supply a dumpster, of the same size as presently in use at the Village of Peninsula Hall and Valley Fire District to the Village at the Village Hall, Village Service Department, and Valley Fire Department locations. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be of the enclosed load packer type, and all equipment shall be always kept in good repair and appearance and in a sanitary and clean condition. The Contractor shall always have available to it reserve equipment that can be put into service within three hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment used by the Contractor to perform its duties hereunder.

12. Office:

The Contractor shall establish and maintain an office where service may be requested and complaints can be made. Such office shall be equipped with sufficient telephones, shall have a responsible person in charge during collection hours, and shall be open during normal business hours.

13. Title to Waste:

The Contractor shall acquire title to all solid waste, yard waste, recyclables, and special materials within the corporate limits of the Village at such time as the Contractor has collected said items.

14. Disposal:

All solid waste, yard waste, recyclables, and special materials collected for disposal shall be hauled to a site or facility legally empowered to accept it for treatment or disposal as approved by the County and State governing agencies.

15. Contractor Responsibilities and Additional Charges:

(A) Pick-up and Billing: Contractor shall collect and dispose of all refuse and recyclables herein provided. The contractor will perform all billing services.

(B) Hauling Service: Contractor shall provide for the collection of all Village solid waste, yard waste, and recyclables without additional charge for unlimited pick-up unless otherwise specified.

(C) Special Materials Hauling Service: Contractor shall provide for the hauling of special materials and may collect additional fees for such collection as set forth in Schedule 1 of the Contractor's bid.

(D) Village Dumpster and Litter Receptacle Service: Contractor shall provide for the dumping and disposal of up to 10 litter receptacles located throughout the Village, the Village Hall dumpster, the Village Service Department dumpster, and Valley Fire District dumpster, supplied by Contractor, one time per week. No additional fee shall be charged for these services.

16. Location of Containers:

Garbage must be in approved containers. Trash must be in approved containers or tied in bundles as described herein. Garbage, trash, and special materials shall be placed at a single collection point within six feet of the curb. Litter receptacles shall be placed along Village streets and thoroughfares at locations to be determined by the Village. All containers shall be placed back on the tree lawn by the Contractor after the contents are collected.

17. New and Discontinued Service:

The Contractor shall commence or terminate service at any location within the contract area upon request by the Village or a resident of that location.

18. Complaints:

All complaints shall receive a response within forty-eight hours. The Contractor shall prepare a form or maintain records of all complaints and indicate the disposition of each complaint. Such records shall be available for Village inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received, the days and hours that it was responded to, and if applicable, when it was resolved. When a complaint is received on the working day preceding a holiday or on a Sunday, it shall receive a response within the next two working days.

19. Notification of Customers:

The contractor shall notify all customers about complaint procedures, regulations, day(s) of collection, and any changes to the list of acceptable items that can be recycled.

20. Routes, Schedules, and Customer Lists:

The Contractor shall periodically provide the Village with schedules of collection routes and customer lists and addresses and keep such information current at all times. The Village shall be entitled to receive the Contractor's list of

customers, addresses, and account status at any time during or at the conclusion of the term of the contract. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall notify each customer affected not less than two weeks prior to the change.

21. Contractor's Personnel:

(A) The Contractor shall assign a qualified person or persons to be in charge of its operations in the Village;

(B) Each employee shall always carry a valid driver's license for the type of vehicle he/she is driving;

(C) The Village may request the dismissal or reassignment of any employee of the Contractor who violates any provision hereof, or who is wanton, regularly negligent, or discourteous in the performance of his or her duties;

(D) The Contractor shall provide operating and safety training for all personnel; and

(E) No person shall be denied employment by the Contractor for reasons of race, creed, religion, or sexual orientation.

22. Collection Services and Times:

In the collection of trash and garbage from residences in the Village, the Contractor shall do and perform the following:

(A) Furnish residential garbage and trash collection service to all persons occupying or maintaining a place of residence in single, double, three and four family dwellings within the contract area one time per week. Said collections shall be made no earlier than 7:00 a.m. (with the exception of residences located on State Route 303, which shall begin no earlier than 9:00 a.m.) with no service on Sundays, except in times of emergency;

(B) Deposit all solid waste, yard waste, recyclables, and special materials items collected hereunder in approved sites or facilities legally empowered to accept it as approved by the County and State governing agencies. The Contractor shall provide proof to the Village that all handling and disposal is licensed and approved pursuant to law;

(C) All routing and scheduling of trucks used by the Contractor shall be left to the discretion of the Contractor. In the event of a detour causing re-routing of traffic, the Contractor will immediately determine if the detour will affect time or route of pick-up and promptly notify the Village of such new route and time;

(D) Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to perform their duties hereunder;

(E) The Contractor shall make collections of garbage and trash with as little disturbance as possible.

23. Standard of Performance:

If the Contractor fails to collect the materials herein specified for a period in excess of five consecutive, scheduled working days or fails to operate the system in a satisfactory manner in accordance with these specifications for a similar period, the Village may move (provided such failure is not due to war, insurrection, riot, act of God, or any other cause beyond the Contractor's control), to contract with another firm or individual to provide the necessary services under the Contract. The Contractor hereby agrees to pay the Village any costs incurred by the Village for such temporary pick-up.

If the Contractor is unable for any cause to resume performance at the end of five working days, the Village shall be free to negotiate with other Contractors for the continued operation of said collection service. Such operation with another Contractor shall not release Contractor of its liability to the Village for such breach of the Contract

24. Bankruptcy:

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then the Village may terminate its Agreement with the Contractor.

25. Venue:

Any controversy or claim arising out of or relating to the Contract shall be adjudicated in a court of law with proper jurisdiction in Summit County, Ohio.

26. Right to Require Performance:

The failure of the Village at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Village thereafter to enforce same. Nor shall waiver by the Village of any breach of such provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

27. Compliance with Laws:

The Contractor shall conduct its operations under the Contract in compliance with all applicable laws. The Contractor shall keep itself fully informed of, and shall carefully observe and comply with all Federal, State, and Local Laws, ordinances, permits, and regulations that in any manner affect the conduct of the work, and all such orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work.

28. Illegal Provisions:

If any provision of the Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

29. Permits and Licenses:

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance, maintain the same in full force and effect, and provide the Village with copies of such current licenses and permits.

30. Performance Bond:

The Contractor shall furnish to the Village a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of Twenty-Five Thousand Dollars (\$25,000.00). It shall be executed by a surety company licensed to do business in the State of Ohio.

31. Pollution Control:

The Contractor will comply with both the State and Federal Environmental Protection Agency regulations pertinent to this project. The Contractor will keep itself fully informed of all such regulations and will take such measures as are necessary to ensure compliance.

32. Workers' Compensation Coverage:

The Contractor shall provide and maintain during the life of the Contract Workmen's Compensation coverage in accordance with the laws of the State of Ohio for all its employees. The Contractor, for the work included in this contract, shall be required to furnish certificates to the Village showing that it has complied with the Ohio Workmen's Compensation Act, and shall relieve the Village from any and all costs and expenses which may be due to accidents or other liabilities mentioned or covered in said Act.

33. Liability Insurance:

The Contractor shall provide and maintain during the life of the Contract Public Liability and Property Damage Insurance and Umbrella Coverage in at least the following amounts:

Public Liability	\$1,000,000 per person/\$1,000,000 per accident
Property Damage	\$500,000 per any one claim
Umbrella Liability	\$1,000,000

to protect itself, its agents, and its employees from claims for damages for personal injury, including wrongful and accidental death and property damage that may arise from operations under the Contract, whether such operations be performed by itself or its employees. The policy or policies shall name the Village

as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the Village thirty days' notice in writing.

34. Indemnity:

The Contractor will defend, hold harmless, and exempt the Village, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees resulting from injury to persons or damage to property out of work done in the performance of the Contract or as a result of any contamination or discharge of a dangerous or toxic or hazardous material in violation of any state or federal laws or regulation, including but not limited to CERCLA and SARA.

35. Assignment and Sub-Letting:

No assignment of the Contract or any right occurring under this Contract shall be made, in whole or in part, by the Contractor without the express written consent of the Village. In the event of any assignment, the assignee shall assume the liability of the Contractor.

36. Books and Records:


The Contractor shall keep records of collections and charges relating to the Contract, and the Village shall have the right to review those records.

37. Point of Contract:

All dealings, contracts, notices, etc. between the Contractor and the Village shall be directed by the Contractor to the Mayor or his/her designee.

Public Meeting on Short-Term Rentals (STRs)

 **Where:** Peninsula Village Hall 1582 Main Street

 **When:** 7pm Tuesday, June 23, 2026


 **What to Expect:**


- Brief Overview and history of STRs in Peninsula
- Opportunity for community members to share input
- Preliminary discussion on next steps for Council

For questions or to learn more:
Email | admin@villageofpeninsula-oh.gov
Website | villageofpeninsula-oh.gov

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**You're invited to a
Community Conversation!**

The Village of Peninsula is hosting a public meeting to gather input on **Short-Term Rentals (STRs)**. Vacation rentals of < 30 days (Airbnb and VRBO)

Your voice matters—please join us!

If you can't make it, we still want your input. Please consider sending an email (Attn: STR Meeting) or dropping off a note a village hall to be shared at the meeting.

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Proposal: Public Meeting on Short-Term Rentals (STRs) —

1) Summary

This proposal recommends a concise, structured public meeting on Short-Term Rentals (STRs) to help Council review the current ordinance and tax framework, validate the most important facts, hear organized community input, and identify practical next-step options. The goal is to keep the gather community feedback in a format that is useful for future Council decisions.

- Provide a shared overview of the Village’s current STR rules and tax requirements.
- Review the facts that matter most, including enforcement realities, community impact information, and open questions that still need validation.
- Gather community input in a structured way so Council can identify themes, priorities, and realistic options to consider next.

Before discussing policy options, the meeting should explicitly identify the problem we are trying to solve, which facts are confirmed, what needs validation, and which questions require additional data or legal review. The intent is to keep community input focused on the right issues and reduces confusion between opinion, anecdote, and verified information.

1. **Current ordinance and tax facts:** History and simple FAQs about current rules
2. **Implementation and enforcement facts:** Review what is known about registrations, renewals, complaints, violations, enforcement actions, staffing capacity, administrative burden, and any known compliance gaps. *(Mayor and staff to help provide)*
3. **Community impact facts:** Summary of Long-range plan and Area Master Plan priorities or implications and how they relate to STRs.
4. **Benchmark and legal context:** Clarify what comparable communities do, what those approaches appear to solve, and which options may require further legal review before Council consideration.

2) Agenda

#	AGENDA ITEM	TIME	PURPOSE
1	Welcome and Purpose	5–10 min	Set the tone, explain the meeting objective, and review how input will be collected.
2	Current Rules and Key Facts	15–20 min	Provide a shared overview of the history, LRP, AMP, current STR ordinance, tax requirements, enforcement realities, and open questions that still need review.
3	Community Input	30-60 min	Gather input on impacts, concerns, priorities, and possible changes using a structured format.
4	Options and Next Steps	10–15 min	Summarize what was heard, identify follow-up information needed, and outline the options Council may want to review next.

3) Supporting Materials

- One-page summary of the current STR ordinance and tax requirements / FAQs
- Brief fact sheet with available data on enforcement, complaints, and community impacts.
- Short summary of ordinance history and any revisions made since adoption.
- Community input worksheet or comment card with standard prompts.
- Optional summary of potential next-step options for Council consideration.

4) Facilitation Options

Council can gather community input in several ways depending on the meeting size, desired level of interaction, and how much structure is needed. The options below can be used alone or combined.

- A. **Traditional public comment:** Residents speak individually within a set time limit. This is simple and familiar, but input may be less consistent and harder to compare across speakers. (Written submissions in advance to be read if not able to attend)
- B. **Structured comment cards or worksheets:** Participants respond to the same prompts in writing, such as issue observed, supporting fact or experience, suggested change, and enforceability. This creates more organized input and can include people who do not want to speak publicly.
- C. **Small-group table discussions:** Residents discuss prompts in smaller groups with a facilitator or recorder. This can increase participation and surface more detailed input, but it requires more coordination.
- D. **Live polling or dot voting:** Participants react to a short list of questions or options in real time. This can quickly show priorities or themes, but it should supplement—not replace—discussion. (Menti / Live Polling / Posters)
- E. **Online Survey:** Distributed in advance (paper or online) with fact sheets. Available before and after the meeting.
- F. **Written follow-up submissions:** Council can allow written comments after the meeting for residents who need more time or are unable to attend. This broadens participation but requires a clear process for collecting and summarizing responses.

Recommended practical approach: combine a short public comment period with a structured worksheet or comment card. Council hears directly and collects more comparable written input.

5) Communication Considerations

- **Goal:** Broad participation from residents, property owners, operators, and other interested community members.
- **Core message:** This is a public information and input session focused on reviewing current STR rules, clarifying facts, and gathering community feedback in a structured way.
- **Recommended channels:** Village website, Village signs, direct mail, social media, email lists, Your Community News, Posters, and outreach through neighborhood or community groups.
- **Timing:** Announce the event at least 2–3 weeks in advance, send email reminder one week before, and issue a final reminder 1–2 days before the meeting.
- **What to include in every notice:** Date, time, location, meeting purpose, how input will be gathered, and how residents can submit comments if they cannot attend.

Potential problem statements:

- A. The Village faces the challenge of balancing reasonable short-term rental use with the need to protect housing availability, neighborhood quality, public safety, and the community's ability to manage and enforce standards.
- B. The Village must address the impact of short-term rentals on housing availability, neighborhood stability, and fair enforceable standards.
- C. The village must address, validate and resolve the concerns regarding STRs including: community stability, housing availability, ordinance enforcement, neighborhood quality of life, economic implications and property rights.

Ordinance	Date Passed	Code Sections Affected	What Changed
No. 18-2019	9/9/2019	Chapter 741 (created)	Created the Village’s STR regulatory framework in Chapter 741 (purpose/intent, definitions, applicability, standards, district provisions, tax/fees/penalties as codified).
No. 09-2023	7/11/2023	Chapter 741 amended	<p>-Owner-Occupied STR Type A / Type B added/clarified (Type A = rooms in main dwelling; Type B = accessory building with separate bathroom facilities meeting health standards).</p> <p>R-1 600-foot separation removed (spacing language struck out).</p> <p>Renewal threshold set: Short-Term Home Rental renewals require ≥ 90 occupied days in prior year.</p> <p>Caps stated: 15 Short-Term Home Rentals max in R-2 + Commercial combined; 5 max in R-1; Owner-Occupied Type A does not count toward caps.</p> <p>Fees stated: \$150 (Short-Term Home Rental cert); \$50</p>
No.14-2024	10/8/2024	Chapter 741 amended and Chapter 185 (STR tax) amended/added text	<p>Purpose expanded (adds goal of helping resident owners generate income to support continued ownership).</p> <p>Owner-Occupied definition rewritten; Type A/Type B removed; adds rule: if an approved accessory dwelling exists, owner chooses which unit is STR but cannot rent both; only one Owner-Occupied STR certificate per property.</p> <p>Clarifies 30+ consecutive day rentals are not STRs under Chapter 741.</p> <p>Certificate transfer rules tightened: certificate tied to calendar year; expires on transfer; not transferable.</p> <p>Renewal admin changes: renewals due Nov 15; \$200 late fee after Nov 15; post-Dec 31 filings go to wait list behind timely renewals.</p> <p>Renewal occupancy minimum reduced to 60 days (with partial-year averaging rule).</p> <p>Capacity increased to (bedrooms × 2) + 3, children ≤3 excluded.</p> <p>Advertising requirements expanded (ads must include cert #, occupancy, parking, quiet hours, special event rules; keep updated).</p> <p>Safety requirements added: smoke detectors + CO detectors.</p> <p>Fire inspection requirement added (Valley Fire inspection required before certificate issuance).</p> <p>Cap lowered: Short-Term Home Rentals in R-2 + Mixed Use + Commercial reduced 15 → 10.</p> <p>Fees increased: Short-Term Home Rental \$150 → \$500 + \$250 Village inspection fee; Owner-Occupied \$50 → \$100 + \$250 Village inspection fee.</p> <p>Enforcement strengthened: expanded violation grounds; cure period 30 → 10 days; appeals framework; first-degree misdemeanor penalty language.</p> <p>Chapter 185 content included in ordinance attachment (3% STR tax administration; booking agent/vendor definitions; reporting and penalties as written).</p>
No. 21-2024	11/12/2024	Chapter 741 amended	<p>Removes the Valley Fire Department inspection requirement that had been added in the 10/8/2024 amendments (because the Village learned the Fire Department does not perform residential inspections and cannot perform the required inspections).</p> <p>Ordinance text explicitly states the purpose is to “remove the Fire Department inspection requirement.”</p>

Monthly Activities Report – May 2026 Submitted by: Randy Collins, Zoning Officer (Village of Peninsula)

- **Zoning Consultations & Clarifications:**
 - **Vegetation Management:** Advised B. Omiecinski that the temporary use of goats for invasive species removal does not require a permit, provided the animals remain fully contained on the property.
 - **General Inquiries:** Confirmed no Village permits are required for the Coffee House retractable awning or for basement maintenance at Mother of Sorrows Church (referred to Stow Building Department).
- **Permitting & Plan Reviews:**
 - **Approved Permits:** Authorized a Food Vendor permit for the Coffee House (effective 7/26/2026) and finalized sign-off for shed construction at 2193 Main St. Approved Stow Building Dept. permits for 6290 Riverview Rd.
 - **Infrastructure Requirements:** Advised 1841 Main St. that standard driveway repairs require no permit, but apron widening necessitates a formal permit, site plan, and materials review. Informed Cleveland Waterproofing that a proposed parking lot project will require joint permitting from the Village, Stow, and Summit County Engineers.
 - **Zoning Determinations:** Fielded inquiries from S. Schaeffer and A. Anslanes regarding 6196 Riverview Rd. Confirmed buildable lot status, detailed relevant Zoning Code requirements, and clarified that Summit County approval for private well/septic is required. Clarified square footage regulations for S. Schaeffer (basements are excluded unless configured as a walk-out).
- **Code Enforcement & Compliance:**
 - **Property Maintenance:** Conducted a follow-up inspection at 1531 Main St. Progress is underway but remains slow; continued monitoring is required.
 - **Unpermitted Work:** Investigated active roofing without a permit at 6323 Riverview Rd. Notified the owner, processed the application and fees with ARC Roofing the following day, and confirmed project completion.
- **Inter-Jurisdictional Referrals:**
 - Directed inquiries to neighboring jurisdictions as appropriate: 140 Norton Heights Dr. (Cuyahoga Falls); 1537 Mill St. septic repair (Stow/Summit County); 87 Whaley Rd. neighbor dispute and 6554 Riverview construction (Boston Township).

**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); and
- 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

Village of Peninsula Records Retention Schedule RC-2

Approved xx/xx/xxxx

Category	Record Type	Retention Period	
Administrative	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	
	Disaster Plans	Until updated or superseded	
	Executive	5 years	
	General	2 years	
	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	
	Orders, Directives, and Policies	Until superseded, plus 3 years, then evaluate for historical value	
	Press Releases	2 years then assess for historical value	
	Price Quotes	Until no longer of administrative value	
	Property Inventories	3 years	
	Records Requests	4 years	
	Routine Form Letters	1 year	
	With Legislative Branch	5 years	
	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	
Correspondence		Until no longer administrative value	
Council Committee Records		5 years	
Council Member's Files		Term of office then appraise for historical 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	
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	

Village of Peninsula Records Retention Schedule RC-2

Approved xx/xx/xxxx

Fiscal Office Records

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)	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	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
Uncollectible Income Tax Accounts	6 years
Unemployment Compensation Records	5 years, provided audited

Village of Peninsula Records Retention Schedule RC-2

Approved xx/xx/xxxx

Fiscal Office Records	Uniform Allowance Records	3 years, provided audited
	W-2 Forms	6 years, provided audited
	W-4 Forms	Until superseded or employee terminates
General Village Records	communication)	Until no longer administratively necessary
	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
	General	2 years
	Involving Legislative Branch	5 years
	Involving Mayor's Office	5 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
	Operating or Maintenance Manuals	Maintain until equipment is disposed
	Orders, Directives, and Policies	Until superseded and audited
	Photographs	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 Requests	3 years
	Records Retention Documents	Permanent
	Routine Form Letters	1 year
	Speeches/Presentations	3 years
	Texts	Until no longer of administrative value
	Training Records	7 years
	Vendor and Supplier Information	Until no longer of administrative value
	Warranties	2 years after expiration
	Work Schedules	3 years
	Human Resources Records	Applications (Hired)
Applications (Not Hired)		2 years
Commendations		Place in personnel file
Court Orders for Payroll Deductions		Until employee terminates or rescinded
Disciplinary Action Records		Employment end date plus 6 years
Employee Evaluations		Employment end date plus 6 years
Employee Income Tax Withholding Certificates and		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

Village of Peninsula Records Retention Schedule RC-2

Approved xx/xx/xxxx

**Human Resources
Records**

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	Employment end date plus 6 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 Com	10 years

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 Correspondence

Police Department

Accident Reports (Property Damage, Bodily Injury,	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 (Criminal)	50 years
Incident Reports (Non-Criminal)	5 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

Village of Peninsula Records Retention Schedule RC-2

Approved xx/xx/xxxx

Police Department	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	
	Schedules	3 years	
	Seizure Logs	6 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	
	Records Management	Destruction Logs	Permanent
RC-1, RC-2, RC-3 Forms		Permanent	
Records Commission Minutes		Permanent	
Zoning, Planning, and Development	Building Plans (Commercial)	Permanent	
	Building Plans (Municipal)	Life of structure, then appraise for historical value	
	Building Plans (Residential)	Completion + 3 years	
	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	
	Permit Applications	2 years from closure	
	Permits	Permanent	
	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 and Other Permits	Permanent	
	Zoning Maps	Permanent	
	Zoning Variances & Appeals	Permanent	
	Grand Total		

VILLAGE OF PENINSULA, OHIO
ORDINANCE NO.: 07-2026
INTRODUCED BY: _____
DATE PASSED: _____

**AN ORDINANCE AMENDING CHAPTER 1125 OF THE VILLAGE ZONING CODE
RELATING TO OFF-STREET PARKING**

WHEREAS, Chapter 713 of the Ohio Revised Code authorizes the Village to enact zoning code regulations and amend those regulations from time to time; and

WHEREAS, in order to make the Village off-street parking requirements more tailored to the use and needs of the particular property, at its November 24, 2025 and March 16, 2026 meetings, the Village Planning Commission recommended to Council that it enact certain amendments to Chapter 1125 of the Village Zoning Code relating to Off-Street Parking requirements for entities located in the Commercial and Mixed-Use zoning districts; and

WHEREAS, on March 28, 2026, a Council vote on the passage of Ordinance 26-2025 failed due to the lack of a sufficient number of affirmative votes; and

WHEREAS, Council now desires to adopt the recommendations of the Planning Commission with respect to the proposed Chapter 1125 amendments.

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

SECTION 1. That Council hereby amends Chapter 1125 of the Village Zoning Code relating to Off-Street Parking, as indicated in the attachment hereto that is incorporated herein by reference.

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

SECTION 3. That this Ordinance shall be effective as of the earliest date permitted by law.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 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 Ordinance 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 Ordinance was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the _____ day of _____, 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

CHAPTER 1125

Schedule of Off-Street Parking

1125.01 Intent.

1125.02 Off-street loading and unloading space.

1125.03 Off-street parking development conditions.

1125.04 Table.

1125.05 Municipal facilities.

1125.06 Regulations for the development and maintenance of parking lots.

1125.07 Parking Requirements in the Commercial and Mixed -Use Districts

1125.01 INTENT.

The intent of this chapter is to provide for adequate private passenger vehicle and delivery truck parking for different types of land uses within the Village and to set standards for the construction and use of off-street parking facilities. Within this chapter, standards have been identified for:

- (a) The temporary parking of trucks with the primary intent of delivering goods for storage and/or sale to the general public;
- (b) The temporary parking of private passenger vehicles as a use incident to a principal use; and
- (c) The temporary parking of private passenger vehicles as a principal use of the site to serve another use district which has developed without adequate off-street parking.

1125.02 OFF-STREET LOADING AND UNLOADING SPACE.

~~Whenever reasonably possible, On the same premises with every building, structure, or part thereof, erected and occupied within the C Commercial District and the MU Mixed Use District there shall be provided and maintained on the lot, adequate space for standing, loading and unloading services in order to avoid undue interference with public use of the streets or alleys. Loading spaces shall be as approved by the Planning Commission through the site plan approval process. Such space shall include a 10 foot by 55 foot loading space, with 14 foot height clearance, for every 10,000 square feet or fraction thereof, in excess of 2,000 square feet of building floor use or land use for the above mentioned purposes. A 10 foot by 25 foot loading space with a 14 foot height clearance shall be required for non-residential uses of 2,000 or less square feet of building floor use or land use.~~

1125.03 OFF-STREET PARKING DEVELOPMENT CONDITIONS.

In all zoning districts, off-street parking facilities for the storage or parking of private passenger vehicles hereafter erected, altered or extended after the effective date of this Ordinance shall be provided and maintained as herein prescribed:

- (a) The loading space as required in Section 1125.02 shall not be construed as supplying any off-street parking space.
- (b) When units or measurements used in determining the number of required parking spaces result in requirement of fractional space, any fraction up to and including one-half shall be disregarded and fractions over one-half shall require one space.

(c) Whenever ~~there a use requiring off-street parking is an~~ increased in floor area or changed in zoning use, ~~and such use is located in of~~ a building existing on or before the effective date of this Ordinance, ~~the Planning Commission shall evaluate the need for additional parking per Section 1125.07. If additional parking is determined to be required it may be provided on site or within 500 feet of the building through agreements with other property owners. Any agreement with other property owners shall be approved by the Planning Commission and approved as to form by the Village's Legal Counsel. Such agreement shall be recorded with the Summit County Fiscal Office. If the zoning use requiring an agreement with other property owners to meet the parking requirement is being leased, the property owner shall make any future lease to a similar zoning use subject to the agreement. If the zoning use of a property subject to a parking agreement changes, the parking requirements shall be re-evaluated by the Planning Commission. Any previous agreements may be subject to change.~~ additional parking space for such additional floor area or changed use shall be provided and maintained in amounts hereafter specified for such use; provided, however, in the existing business districts where the Village and various property owners have or may cooperatively develop parking facilities, and additional parking space as required for the increased floor space is not available within the required 300 feet as required in this Ordinance, the Commission may, through negotiations with the owner of such property, vary the location of such required parking spaces or agree to the owner's participation in other authorized parking facilities which will furnish the same amount of space as required for his increased floor space within a distance of not more than 500 feet of the building.

(d) For the purpose of this chapter, "floor area" in the case of offices, merchandising or service types of use, shall mean the gross floor area used or intended to be used for services to the public as customers, patrons, clients or patients or as tenants, including areas occupied for fixtures and equipment used for display or sale of merchandise.

(e) Off-street parking facilities for one- and two-family dwellings shall be located on the same lot or plot of ground as the building they are intended to serve. The location of required off-street parking facilities for other than one and two-family dwellings and all multiple dwellings shall be within 500 feet of the building they are intended to serve, measured from the nearest point of the off-street parking facilities to the nearest point of the building.

(f) In the case of a use not specifically mentioned, the requirements for off-street parking facilities for a use which is mentioned and which such use is similar shall apply.

(g) Nothing in this chapter shall be construed to prevent collective provision of off-street parking facilities for two or more buildings or uses, provided that, collectively, such facilities shall not be less than the sum of the requirements for the various individual uses computed separately in accordance with the table in this chapter.

(h) Nothing in this section shall prevent the extension of or an addition to a building into an existing parking area which is required for the original building when the same amount of space taken by the extension or addition to a building is provided by an enlargement of the existing parking lot on the same property or an additional area within ~~500~~300 feet of such building subject to an agreement as outlined in section (c) above.

(i) Such parking areas will be used solely for the parking of private passenger vehicles for periods of less than 24 hours (excluding parking devoted entirely to single family detached, two family, accessory apartments or three family dwellings) and shall not be used as off-street loading areas.

(j) Parking lots shall be used for the parking of personal passenger vehicles. No commercial repair work or service of any kind, including washing of vehicles, or sales or display activities, shall be conducted in such parking areas.

~~(k) Such parking lots shall be used only for parking automobiles and no commercial activities, such as washing or greasing, sale of merchandise or purveying of foodstuffs, repair work or servicing of any kind shall be done thereon.~~

~~(l)~~ No building or structure shall be hereafter built or permitted, except as necessary buildings for an attendant, not more than 50 square feet each in area and not more than 15 feet in height.

~~(m)~~ Plans for development of any such parking lot must be approved by the Zoning Officer Planning Commission as required by Section 1125.07 before construction is started. No such land shall be used for parking until approved by the Administrative Official.

~~(n)~~ Any area once designated as required off-street parking shall not be changed to any other use unless and until equal facilities are provided elsewhere.

1125.04 TABLE.

(a) The amount of required off-street parking spaces for uses or buildings, additions thereto and additions to existing buildings, as outlined in Section 1125.04, shall be determined in accordance with the following table, and the space so required shall be stated in the application for a permit and shall be irrevocably reserved for such use and/or shall comply with this chapter.

(b) For those uses not specifically mentioned, the minimum requirements for off-street parking facilities shall be in accordance with a use which is similar in type and as approved by the Planning Commission.

Use	Required Parking Space(s)
(1) One-family dwellings.	Two for each dwelling unit.
(2) Two-family dwellings, multiple family dwellings, Accessory Apartments	One and one-half for each unit and/or first bedroom and one additional for each additional bedroom over one. <u>Units of 900 sq. ft. or less one space. All units over 900 sq. ft. 2 parking spaces.</u>
(3) Accessory Apartment	One per unit located on site
(4) (3), Nursing and convalescent homes and Assisted Living or similar uses.	.75 space per bed
(5) (4) —Hotels.	One and half (1.5) for each guest room,
(6) (5) —Libraries, museums, post offices. or similar uses	10 spaces plus one (1) for each 200 sq. ft. of floor area in excess of 2000 sq.ft.
(7) (6) —Theaters and auditoriums (other than incidental to schools).	One for each four seats, plus 5 spaces
(8) (7) —Churches, auditoriums incidental to schools.	One for each four seats in the main assembly area.
(9) (8) —Schools, public or private.	two (2) spaces for each classroom plus one (1) space for each 300 sq. ft. of administrative space, plus sufficient space for the safe and convenient loading and unloading of students.

(10) (9) —Assembly halls without fixed seats, community centers, civic clubs, fraternal orders, veterans’ organizations, union halls and similar types of occupancy.	One for each four people allowed within the maximum occupancy load as established by the Fire Marshal.
(11) (10) —Stadiums and sports arenas.	One for each four seats.
(12) (11) —Mortuaries or funeral homes.	One for each 50 square feet of floor space in the slumber rooms, parlors or individual funeral service rooms.
(13) (12) — <u>All Commercial uses, Industrial, Research and Laboratory uses and other uses located in the Commercial or Mixed-Use District</u> Establishments for sale and consumption on the premises of alcoholic beverages, food or refreshments.	<u>As established by the Planning Commission per section 1125.07</u> One (1) for each 50 sq. ft. or one (1) space for every 2 seats whichever is greater.
(13) Outdoor dining	One (1) space for every four (4) seats or one (1) per 100 sq. ft. whichever is greater.
(14) Medical or dental clinics, banks, business or professional offices.	One for each 200 square feet of floor area.
(15) Furniture and appliance stores, personal service shops (including beauty parlor and barber shops), household equipment or furniture repair shops, clothing or shoe repair or service shops, hardware stores, motor vehicle sales, wholesale stores and machinery sales.	One (1) space for every 250 sq. ft. of floor area
(16) All retail stores, except as otherwise specified herein.	One for each 250 square feet of floor space.
(17) Service garages, auto salesrooms, auto repair, collision shops.	One (1) space per 400 sq. ft. of sales/showroom plus one (1) space per service bay or stall plus one (1) space per 200 sq. ft. of additional floor area.
(18) Gasoline filling stations.	One (1) space per pump plus one (1) space for every 200 sq. ft. of floor area.
(19) Industrial establishments including manufacturing, research and testing laboratories, creameries, bottling works, printing shops, warehouses and storage buildings.	One (1) space for every 400 sq. ft. of floor area.
(14) (20) Indoor and outdoor amusement centers	Shall be determined by Planning Commission through the conditional use approval.

1125.05 MUNICIPAL FACILITIES.

Wherever the Council establishes off-street parking facilities by means of a special assessment district or by any other means, the Council may determine, upon completion and acceptance of such off-street parking facilities by the Council, all existing buildings or uses and all buildings erected or uses established thereafter within the special assessment district or districts shall be

exempt from the requirements of this chapter for privately supplied off-street parking facilities.

1125.06 REGULATIONS FOR THE DEVELOPMENT AND MAINTENANCE OF PARKING LOTS.

In all districts where off-street parking lots are the principal use of a site or are permitted as an adjunct to the lawful use of property therein, and such facilities provide parking privileges to owners, occupants, tenants, employees, patrons, customers, members, visitors, and invitees therein, such off-street parking lots shall be constructed and maintained subject to the following regulations:

(a) Application Requirements. An application for a permit to construct such a lot shall be submitted to the Village. After the Administrative Official has determined that the following mandatory provisions have been provided for, a permit shall be issued to the applicant. The application shall include a site plan along with all applicable construction details and elevations and shall include all items identified in this Section. All plans shall be prepared and sealed by a registered engineer.

(b) Ingress/Egress. Adequate ingress and egress shall be provided to meet the approval of the Administrative Official. Backing directly onto a street shall be prohibited.

(c) Construction Requirements. All parking lots shall, at a minimum, be surfaced and maintained with a durable and dustless surface (such as brick, stone, gravel or slag, washed silica pebbles, asphalt or concrete). All parking lots shall provide an adequate storm management system as approved by the Planning Commission in consultation with the Village Engineer and/or Zoning Officer.

(d) Lighting. All lighting used to illuminate any off-street parking area shall be so installed as to be confined within and directed onto only the parking area and property which it serves. No lighting shall be so located or visible as to be a hazard to traffic safety. Minimum light levels at any one location within the lots shall be one foot-candle, and maximum light levels at any point along the perimeter of the lot shall be one and one-half foot-candles. A lighting plan shall be submitted along with the site plan identified above and shall include all light locations, photometric diagrams and light fixture details. In addition, all off-street parking areas shall be designed and screened so as to minimize the presence of headlight glare on adjacent properties, particularly those zoned or used for residential purposes.

(e) Lots Located Opposite Residential Property. All street boundaries of such parking lots where residential property is located on the opposite side of the street shall provide screening of vehicle headlights to the residential property.

(f) Signs. No sign shall be erected upon such parking lots, except not more than one sign at each entrance to indicate the operator, the purpose for which operated and the parking rates, when charge is permitted. Such signs shall not exceed six square feet in area per site entrance and shall not extend more than eight feet in height above the nearest curb and shall be entirely upon the parking lot.

(g) Drive Width. Entry driveways shall be at least 12 feet wide for one-way travel and at least 24 feet wide for two-way travel.

(h) Layout Plan Requirements. Plans for the layout of off-street parking facilities shall be in accordance with the following minimum requirements:

Parking Angle	Stall Width	Aisle Width	Stall Length
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	(feet)	(feet)	(feet)
Parallel	9	12	23
30"	9	12	18
45"	9	13	18
60"	9	18	18
90"	9	24	18

Facilities for the parking of tour busses, motorcoaches, and other large vehicles shall be designed in accordance with and depending upon the type(s) of vehicles proposing to be accommodated on a site.

(i) Parking for the Physically Handicapped. Parking requirements for the physically handicapped shall be in conformance with the Ohio Building Code.

(j) Maneuvering Lanes. All maneuvering lane widths shall permit one-way traffic movement, except that the 90-degree pattern may permit two-way movement.

(k) Other Driveway Standards. If abutting parking spaces are arranged at an angle other than those listed above, the minimum driveway width shall be determined according to the next higher standard from the table. For example, if 75-degree angle parking is provided, the minimum driveway width shall be the standards for 90-degree angle parking or 24 feet.

(l) Driveway Width for Driveways Used by Large Vehicles. If the driveway is regularly used by trash collection vehicles, delivery trucks or other large vehicles, the minimum width shall be increased to 24 feet.

(m) Other Improvements. Except for single- and two-family dwellings on individual lots, where three or more unenclosed parking spaces are provided, exclusive of driveways, the following additional improvements are required:

(1) Drainage. Parking areas shall be appropriately graded and equipped with facilities to collect and store stormwater on-site and transmit it to the approved public facilities, as determined by the Village Engineer and/or Zoning Officer.

(2) Marking. All parking spaces shall be appropriately marked with painted lines.

(n) Shared Parking and Access Facilities. In conjunction with multiple-family or nonresidential uses, two or more adjoining properties may be developed with shared parking and access facilities when approved under a single unified site plan. In such cases, the setbacks, curbing and perimeter landscaping requirement of this section shall not apply along the common property line.

(o) Setback Requirements. The setbacks of all off-street parking lots shall be in accordance with the requirements identified below:

(1) Front yard. No parking lot stalls or aisles shall be located closer than 5 feet to the public road right-of-way. In addition, and whenever possible, parking should be located behind building.

(2) Side yard on interior lot lines. No parking lot stalls or aisles shall be located closer than 10 feet to the adjoining parcel property line of a residential use and must be screened in accordance with section (q) herein. Parking lot stalls and aisles shall be permitted to abut the property line of an adjacent non-residential use.

(3) Side yard on street side of corner lots. No parking lot stalls or aisles shall be located closer than 5 feet to a street right-of-way.

(4) Rear yard. No parking lot stalls or aisles shall be located closer than 5 feet to the rear property line of nonresidential uses. When a parking lot is located adjacent to any residential use, the setback shall be 10 feet.

(5) Rear yard abutting a street. No parking lot stall or aisle shall be located closer than 5 feet to a street right-of-way.

(p) Landscape Screen Requirements. When required, parking spaces and parking areas shall be effectively screened with perimeter landscaping on all sides adjacent to or visible from adjacent properties, streets or alleys. Any parking area containing more than 50 spaces shall also include interior landscaping to further reduce the visual impacts of the areas, to reduce their heat radiation effects, to improve oxygen generation, and to reduce air pollution.

(1) Installation/maintenance. Landscape screening shall be installed and maintained as required in this Ordinance.

(2) Screening. Screening shall be provided for all non-residential uses where three or more unenclosed parking spaces are provided exclusive of driveways. Screening shall be provided in accordance with a landscape plan submitted as part of the application and shall meet the design standards identified in this Ordinance.

(q) Design Standards for Landscape Screen Requirements.

(1) Deciduous or evergreen shrubs used in a perimeter landscape screen shall be at least two feet high at initial planting and shall be expected and permitted to grow to a height of at least three feet within two years of planting; such materials shall be expected and permitted to grow to a height of five feet. A solid six (6) ft fence may be installed in combination with the plant material if approved by the Planning Commission.

(2) At initial planting, deciduous trees shall be a minimum of two- and one-half-inch caliper, ornamental trees a minimum of two-inch caliper and evergreen trees a minimum of five feet in height.

(3) The required height of a perimeter landscape screen may be reduced where it is determined by the Village Engineer and/or Zoning Officer that such landscaping would interfere with traffic safety and visibility.

(4) The required height of a perimeter landscape screen may be increased where significant changes in elevations between an adjacent property or public right-of-way make it necessary to comply with the intent of this Ordinance.

(5) The selected combination of plant materials shall be a harmonious combination of living deciduous and evergreen trees, shrubs and vines irregularly spaced to provide an effective year-round screen and to present an aesthetically pleasing view, and all quantities shall be based on the on a landscape plan that has been submitted and approved by the Planning Commission.

(6) Loose groundcover or mulch materials shall be placed or effectively contained so they do not spill over into parking and access facilities or the public right-of-way.

(7) All required landscape features within three feet of the edge of parking or access facilities shall be protected from vehicle encroachment by curbing, wheel stops or similar means.

(8) Where 50 or more parking spaces are provided, there shall be at least 10 square feet of interior landscaped area per space provided within the overall perimeter of the parking area.

(9) Interior landscaped areas shall be at least 125 square feet in an area with a minimum dimension of no less than eight feet.

(10) At least one shade tree of a minimum two- and one-half-inch caliper shall be planted in each interior landscaped area.

(11) There shall be at least one interior landscaped area for each 50 parking spaces provided or fraction thereof.

(12) The application of the above standards may be adjusted, in part or in whole, to allow credit for healthy plant material to be retained on or adjacent to the site if such an adjustment is consistent with the intent of this article.

(13) Planning Commission may waive or modify any of the above listed criteria as part of the site plan review provided the intent of this section is maintained.

(r) Maintenance. It shall be the responsibility of the owner and occupant of the property to maintain all parking and access facilities in a safe and usable condition. This includes, among other things, patching, sealing and replenishing paving; repainting space markings; repairing or replacing curbing or wheel stops and cleaning on-site drainage facilities. It shall also be the responsibility of the owner and occupant to maintain required landscape in neat, clean, orderly and healthful condition. This includes, among other things, pruning, mowing, weeding, litter removal, replacement of dead or diseased plants, repair or replacement of broken or damaged walls, and the regular feeding and water of plant materials.

1125.07 PARKING REQUIREMENTS IN THE COMMERCIAL AND MIXED -USE DISTRICTS

(a) To maintain flexibility, encourage the redevelopment or development of parcels within the Commercial and Mixed-Use Districts and to ensure that parking areas are the appropriate size for the proposed uses, the Planning Commission shall determine the appropriate number of parking spaces necessary on a site based on the following criteria:

1. In addition to the site plan, the submission of a parking assessment by the developer or property owner that evaluates the number of parking spaces that includes:

- A. A list of proposed use or uses of the property;
- B. The peak demand for each use;
- C. The location and number of required handicapped parking;
- D. A completed Village Shared Parking Analysis form;
- E. A list of current uses within 500 feet of the site;
- F. Location of on street parking adjacent to the site and number of spaces;
- G. Location of public parking within 500 feet of the site;
- H. Availability of shared private parking including an agreement for use of such parking;
- I. Provisions for bike parking.
- J. Provisions for loading and unloading of deliveries and supplies.

2. The Planning Commission shall review the parking assessment and evaluate the appropriateness of the proposed parking based on the following criteria:

- a. If there is a housing component in the project, on-site parking shall be provided for each unit;
- b. If an existing building is being expanded, will existing parking be eliminated;
- c. Does the percentage of lot coverage by the building comply with the requirements of Section 1113.01(k);
- d. The nature of the use or uses and the proposed hours and days of operation;
- e. Will the amount of parking impact the existing businesses in the area;

- f. Will the site provide amenities such as bike parking, public gathering spaces or unique design features that will be an asset to the Village;
- g. Are there currently parking concerns in the area;
- h. Will the development and parking layout advance the spirit and intent of the Zoning Code, the Downtown Master Plan and the Long-Range Plan; and
- i. Consideration of and comparison to any previous parking standards approved under this section.

(b) After review the Planning Commission may approve, approved with stipulations, or deny the number of spaces and the layout of the parking. If the number of parking spaces is denied the Planning Commission shall state the reasons for the denial. The applicant may revise the plan to address the reasons for denial and resubmit to the Planning Commission. If the Planning Commission approves the number and layout of the parking, the Zoning Officer shall incorporate the approved plan in the Zoning Permit. If the approval is with stipulations the Zoning Officer shall ensure that the stipulations are addressed and included on the final plan before issuance of a zoning permit. If the stipulations are not addressed the Zoning Officer shall return the application to the Planning Commission for additional review which may result in a denial of the plan.

VILLAGE OF PENINSULA, OHIO
ORDINANCE NO.: 09-2026
INTRODUCED BY: _____
DATE PASSED: _____

**AN EMERGENCY ORDINANCE ENACTING A SIX-MONTH MORATORIUM ON
THE SUBMITTAL, EVALUATION, AND CONSIDERATION OF NEW ZONING AND
DEVELOPMENT PROJECT APPLICATIONS
FOR MIXED-USE ZONING DISTRICT PROPERTIES**

WHEREAS, to provide for development in the Village Mixed-Use Zoning District that is appropriate for and in accordance with the small town character of the Village and the size and scale of the existing structures in the Village downtown area, the Village Planning Commission is presently reviewing Zoning Code amendments applicable to the Mixed-Use Zoning District; and

WHEREAS, Council desires to permit the Planning Commission, Council, and the public to have sufficient time to develop, deliberate upon, approve, and enact those Zoning Code amendments affecting the Mixed-Use District and have those Code amendments in place prior to receiving new zoning and development project applications for that District and evaluating and considering zoning, development project, site plan, and other applications involving properties in the Village Mixed-Use Zoning District; and

WHEREAS, in furtherance of the above, Council desires to enact a six-month moratorium on the submittal, evaluation, and consideration of new zoning and development project applications for Mixed-Use District properties.

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

SECTION 1. That Council hereby enacts a six-month moratorium on the submittal, evaluation, and consideration of new zoning and development project applications for Mixed-Use District properties to enable the Planning Commission and Council sufficient time to develop and adopt the desired Zoning Code amendments affecting the Mixed-Use Zoning District.

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

SECTION 3. This Ordinance 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 to permit the Planning Commission and Council to have sufficient time to develop, deliberate upon, approve, and enact Zoning Code amendments affecting the Mixed-Use District and have those Code amendments in effect prior to receiving new zoning and development project applications for Mixed-Use District properties. 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 Ordinance 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 Ordinance was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the _____ day of _____, 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

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 10-2026
INTRODUCED BY: _____
DATE PASSED: _____

PID No. 123060
SUM-SR 303-6.65

AN EMERGENCY RESOLUTION PROVIDING CONSENT TO THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM SLIDE REPAIR WORK ON ST. RT. 303 BETWEEN CEDAR GROVE CEMETERY AND EMERSON ROAD

WHEREAS, the State of Ohio has identified the need for emergency slide repairs along SUM SR 303 between Cedar Grove Cemetery and Emerson Road in the Village of Peninsula.

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 determines that the within Project is in the public interest and authorizes the Mayor to provide the Village's consent to the Ohio Director of Transportation to complete the above-described project.

SECTION 2. That the Village shall cooperate with the Director of Transportation in the above described Project, as follows: (1) the State shall assume and bear One Hundred Percent (100%) of the costs of the improvement; and (2) the Village agrees to pay One Hundred Percent (100%) of the cost of those features requested by the Village that are determined by the State and Federal Highway Administration to be unnecessary for the Project (the Village is not requesting any additional features).

SECTION 3. That the Village agrees that all right-of-way required for the described Project will be acquired and/or made available in accordance with current State and Federal regulations. The Village also understands the right-of-way costs include eligible utility costs.

SECTION 4. That upon completion of the described Project, and unless otherwise agreed, the Village shall: (1) provide adequate maintenance for the described Project in accordance with all applicable State and Federal law, including, but not limited to, 23 U.S.C. 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION 5. That the Mayor of the Village of Peninsula is hereby empowered to enter into contracts with the Director of Transportation on behalf of the Village of Peninsula that are necessary to complete the above-described Project.

SECTION 6. That all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 7. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula because it is essential for maintaining traffic safety in the Village and preserving the roadway in the area of the slide. 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

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 11-2026
INTRODUCED BY: _____
DATE PASSED: _____

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH WICHERT INSURANCE TO PROVIDE INSURANCE COVERAGE FOR THE VILLAGE FROM SELECTIVE INSURANCE COMPANY AND STATE NATIONAL INSURANCE COMPANY

WHEREAS, Wichert Insurance (“Wichert”) is currently the insurance agent for the Village; and

WHEREAS, Wichert has sought bids for coverage on behalf of the Village, and Wichert and the Fiscal Officer have determined that a combination of package policy proposals made by Selective Insurance Company and State National Insurance Company provides the appropriate coverage for the best price; and

WHEREAS, Council desires to authorize the Mayor and Fiscal Officer to enter into an agreement with Wichert Insurance to provide insurance coverage for the Village from Selective Insurance Company and State National Insurance Company.

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

SECTION 1. That the Mayor and Fiscal Officer are authorized to enter into an agreement with Wichert Insurance for the provision of insurance coverage for the Village from Selective Insurance Company and State National Insurance Company for the period of June 23, 2026, through June 23, 2027. Said coverage includes property, inland marine, crime, automobile, general liability, public officials/employment practices, law enforcement, umbrella, and cyber liability insurance coverages, as indicated in the Insurance and Risk Management Proposal that is attached hereto and incorporated herein by reference. The premium for said coverage is \$81,393, based upon the Village’s current property holdings and vehicle and equipment fleet. Said premium amount is subject to minor price modifications based upon the addition or deletion of particular coverages, properties, equipment, and vehicles, and Council authorizes the Mayor and Fiscal Officer to enter into the Agreement with that understanding.

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 the coverage year for the Village's current policy expires on June 23, 2026 and Council desires for the new policy to be in place prior to the expiration of the current policy. Therefore, this Resolution 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

Village of Peninsula

Insurance and Risk Management Proposal

Policy Period: June 23, 2026- June 23, 2027

Carriers: Selective Insurance Company
State National Insurance Company

Presented By: Richard A. Studenic, CPCU



1200 Graham Road
Cuyahoga Falls, OH 44224
www.wichert.com

PREMIUM SUMMARY

I.	Property.....	Included
II.	Inland Marine.....	Included
III.	Crime.....	Included
IV.	Automobile.....	Included
V.	General Liability.....	Included
VI.	Public Officials/Employment Practices Liability	Included
VII.	Law Enforcement Liability	Included
VIII.	Umbrella Liability	Included
IX.	Cyber Liability.....	Included

Annual Premium\$81,393

COMPANIES:
Selective Insurance Company
A.M. Best's Rating: A+: XV

State National Insurance Company
A.M. Best's Rating: A+: X
Cyber Liability

Note: Includes Coverage for Certified Acts of Terrorism

Disclaimer: This presentation represents a general description of proposed insurance coverage. This summary is necessarily brief and is meant only as a supplement to the actual policies. The information presented limits itself to the highlights of various coverages and cannot be applied as a substitute for the actual insurance policies. Further clarification of coverages, conditions, or exclusions may be obtained from the specific insurance policies and forms.

Village of Peninsula

I. PROPERTY

A.	Blanket Buildings and Contents	\$2,718,670
B.	Equipment Breakdown.....	\$2,718,670
C.	Special Form Perils Including Theft.....	Included
D.	Replacement Cost Coverage	Included
E.	Coinsurance	Agreed Amount
F.	Deductible (disappearing)	\$500
G.	Extensions:	
1.	Accounts Receivable	\$250,000
	Fire Department Actual Loss Sustained	
2.	Arson, Theft and Vandalism Rewards	\$25,000
3.	Automated External Defibrillators	\$10,000
4.	Back Up of Sewer, Drain or Sump Direct Damage.....	\$100,000
5.	Building Owner –Tenant Move Back Expenses	\$25,000
6.	Business Income/Extra Expense.....	Actual Loss Sustained
7.	Business Income at Newly Acquired Location	\$250,000
8.	Canine Coverage.....	\$10,000/\$25,000
9.	Claim Expenses.....	\$50,000
10.	Commandeered Property.....	Actual Loss Sustained
11.	Communication Equipment.....	\$100,000
	Fire Department.....	Actual Loss Sustained
12.	Computer Equipment and Electronic Data.....	\$100,000
	Fire Department.....	Actual Loss Sustained
12.	Computer – Virus or Harmful Code.....	\$25,000/\$75,000
13.	Confiscated Property – Any One Year	\$100,000
14.	Debris Removal	\$50,000
	Fire Department.....	Actual Loss Sustained
15.	Fine Arts	\$25,000
	Fire Department.....	Actual Loss Sustained
16.	Fire Extinguisher Equipment	Actual Loss Sustained
17.	Grave Markers & Headstones	\$25,000/\$50,000
18.	Installation Property.....	\$25,000
19.	Lock Replacement if keys are stolen	\$10,000
20.	Loss Reduction Rewards	
	10% of loss or maximum	\$25,000
21.	Mobile Equipment.....	\$25,000
22.	Money and Securities Off Premises/On Premises	\$25,000
23.	Newly Acquired or Constructed Buildings	\$2,000,000
	(if reported within 180 days)	
24.	Ordinance or Law (A) –Undamaged Parts of Building	Included in Bldg Limit
	(B) – Demolition Costs	\$500,000
	(C) – Increased Cost of Construction	\$500,000
	Ordinance or Law for Fire Dept (B & C).....	Actual Loss Sustained
25.	Outdoor Property	\$500,000
26.	Outdoor trees, shrubs & plants (\$2,500 any one item)	\$25,000/100,000

PROPERTY EXTENSIONS- CONTINUED

27.	Personal Effects	\$5,000/\$25,000
	Fire Department.....	Actual Loss Sustained
28.	Personal Property at Newly Acquired Locations	\$1,000,000
	(if reported within 180 days)	
29.	Personal Property at Unnamed Premises	\$100,000
30.	Pollutant Clean Up and Removal.....	\$25,000
	Fire Department.....	Actual Expenses Incurred
31.	Property In Transit	\$50,000
32.	Spoilage due to utility failure	\$25,000
33.	Tools & Equipment	\$10,000
34.	Underground Fiber Optic Cable	\$10,000/\$50,000
35.	Valuable Papers and Records	\$250,000
	Fire Department.....	Actual Loss Sustained

Coverage extensions apply to property located in or on the building described in the declarations or within 1,500 feet of the described premises

II. INLAND MARINE

A.	Contractor's Equipment	\$260,154
B.	Electronic Information Systems-Equipment.....	\$25,000
C.	Electronic Information Systems-Extra Expense.....	\$25,000
D.	All Risk – Deductible	\$500

III. CRIME

A.	Employee Theft Per Loss.....	\$500,000
B.	Faithful Performance of Duty.....	\$500,000
C.	Deductible.....	\$5,000
D.	Includes Treasurers and Excess over Statutory Bonds	
E.	Inside the Premises- Theft of Money and Securities.....	\$25,000
F.	Inside the Premises- Robbery or Safe Burglary of Other Property....	\$25,000
G.	Outside the Premises	\$25,000
H.	Forgery & Alteration.....	\$25,000
I.	Deductible F-I	\$500
J.	Computer and Funds Transfer Fraud.....	\$50,000
K.	Computer and Funds Transfer Fraud Deductible.....	\$1,000

IV. AUTOMOBILE LIABILITY

- A. Limit Per Occurrence\$1,000,000
 - 1. Combined Single Limit Bodily Injury and Property Damage Liability
 - 2. Uninsured/Underinsured Motorists\$1,000,000
 - 3. All Owned Autos
 - 4. Hired and Non-Owned Auto

- B. Comprehensive Deductible\$250
Per Schedule of Vehicles

- C. Collision Deductible\$500
Per Schedule of Vehicles

Extensions of Coverage:

- 1. Pollution exclusion does not apply to “emergency operations” or “training operations”
- 2. Hired Car Physical Damage- \$250,000 limit
- 3. Lease-Gap coverage included for any leased vehicle
- 4. Deductible reimbursement for volunteers’ vehicles up to \$1,000
- 5. Deductible reimbursement for fire dept. volunteers vehicles up to \$2,500
- 6. Towing and Labor included
- 7. Freezing coverage for permanently attached equipment
- 8. Glass deductible waived for all vehicles

V. GENERAL LIABILITY

A.	General Aggregate	\$3,000,000
B.	Products/Completed Operations	\$3,000,000
C.	Each Occurrence	\$1,000,000
D.	Personal & Advertising Injury	\$1,000,000
E.	Fire Damage	\$1,000,000
F.	Medical Expense	Excluded
G.	Employee Benefits Liability (\$1,000 ded.)	\$1,000,000
H.	Employers Liability Stop-Gap	\$1,000,000

Additional Coverages Included:

1. Premises & Operations
2. Products & Completed Operations
3. Independent Contractors
4. Employees, Elected Officials & Volunteers As Additional Insureds
5. Temporary Liquor Liability
6. Blanket Contractual Liability
7. Broad Form Property Damage
8. Hostile Fire Pollution Liability
9. Non-Owned Aircraft
10. Non-Owned Watercraft (without size limit)
11. Injunctive Relief Defense Expense - \$7,500
12. Emergency Services Errors & Omissions

Exclusions:

1. Riot, Civil Commotion or Mob Action
2. Inverse Condemnation
3. Asbestos
4. Injury to Volunteer Firemen
5. Law Enforcement Activities
6. Failure to Supply
7. Pollution

VI. PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY

A.	Limit Each Claim.....	\$1,000,000
B.	Annual Aggregate.....	\$1,000,000
C.	Deductible.....	\$5,000
D.	Claims Made Coverage	
E.	Loss of Wages	
	Per Claim.....	\$100,000
	Aggregate.....	\$250,000
F.	Public Officials Non-Monetary Suit Defense	
	Per Claim.....	\$10,000
	Aggregate.....	\$50,000
G.	Employment Practices Non-Monetary Suit Defense	
	Per Claim.....	\$100,000
	Aggregate.....	\$100,000

Includes:

1.	Limited Civil Legal Expense Endorsement	
	Per Claim.....	\$50,000
	Aggregate.....	\$300,000
2.	Regulatory Taking of Private Property Endorsement	
	Per Claim.....	\$100,000
	Aggregate.....	\$100,000
3.	Revised Property Damage Definition Endorsement	
	Per Claim.....	\$100,000
	Aggregate.....	\$100,000

VII. LAW ENFORCEMENT LIABILITY

A.	Limit Each Person.....	\$1,000,000
B.	Limit Each Occurrence.....	\$1,000,000
C.	Annual Aggregate.....	\$1,000,000
D.	Deductible.....	\$2,500

VIII. UMBRELLA

A.	Limit Each Occurrence.....	\$2,000,000
B.	Aggregate.....	\$2,000,000
C.	Retention.....	Nil

Coverage over General Liability, Automobile Liability,
Law Enforcement Liability, Public Officials Liability, and
Employment Practices Liability

*Aggregate applies separately per location and to each line of coverage.
Umbrella Limit does not apply to any sub-limits under any underlying liability coverages.*

IX. CYBER LIABILITY

Cyber Incident Response

Incident Response Costs.....	\$1,000,000
Legal and Regulatory Costs.....	\$1,000,000
IT Security and Forensic Costs.....	\$1,000,000
Crisis Communication Costs.....	\$1,000,000
Privacy Breach Management Costs.....	\$1,000,000
Third Party Privacy Breach Management Costs.....	\$1,000,000
Post Breach Remediation Costs.....	\$50,000
Deductible.....	\$5,000

Cyber Crime

Electronic Theft of Financial Assets.....	\$100,000
Electronic Theft of Third Party Funds Held in Escrow.....	\$100,000
Electronic Theft of Personal Financial Assets.....	\$100,000
Extortion.....	\$1,000,000
Authorized Push Payment Fraud.....	\$100,000
Telephone Hacking.....	\$100,000
Unauthorized Use of Computer Resources.....	\$100,000
Deductible.....	\$5,000

System Damage and Business Interruption

System Damage and Rectification Costs.....	\$1,000,000
Income Loss and Extra Expense.....	\$1,000,000
Dependent Business Interruption.....	\$1,000,000
Claim Preparation Costs.....	\$25,000
Deductible.....	\$5,000
Waiting Period.....	8 Hours

Network Security & Privacy Liability

Network Security.....	\$1,000,000
Privacy Liability.....	\$1,000,000
Management Liability.....	\$1,000,000
Regulatory Investigation Costs.....	\$1,000,000
Merchant Services Liability.....	\$1,000,000
Deductible.....	\$5,000

Media Liability

Defamation.....	\$1,000,000
Intellectual Property Rights Infringement.....	\$1,000,000
Deductible.....	\$5,000
Retroactive Date.....	None

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 12-2026
INTRODUCED BY: _____
DATE PASSED: _____

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT
NORTHEAST OHIO PUBLIC ENERGY COUNCIL 2026 ENERGIZED COMMUNITY
GRANT FUNDS**

WHEREAS, the Village is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for a NOPEC Energized Community Grant (“NEC Grant”) for 2026, as provided for in the NEC Grant Program guidelines; and

WHEREAS, the Village desires to enter into a Grant Agreement with NOPEC to receive one or more NEC grants.

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

SECTION 1. That the Council of the Village of Peninsula finds and determines that it is in the best interests of the Village to enter into a Grant Agreement with NOPEC to receive one or more NEC Grants that is substantially similar to the Grant Agreement that is attached hereto and authorizes the Mayor to execute the Grant Agreement and accept a 2026 NEC Grant.

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

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

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

NOPEC 2026 ENERGIZED COMMUNITY GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and the Village of Peninsula, Summit County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2025 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2026 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request forms for qualified use in accordance with the program policies must be submitted by November 30, 2027. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2026 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner that all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2026, and shall expire on December 31, 2026, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and the Northeast Ohio Public

Energy Council and its consultant(s) in order to measure, verify, and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee, shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws, or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures that are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council (“NOPEC” or “Northeast Ohio Public Energy Council”) member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) Governing Law. The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements, and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) Notices. All notices, consents, demands, requests, and other communications that may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:
(This individual will be the designated grant representative working in the grant website)
Title: Administrative Assistant
Name: Faith Dorton
1582 Main Street

Peninsula, Ohio 44264

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive, and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby authorizes its Mayor to execute this Agreement and designates its Administrative Assistant to take all actions with respect to the NEC Grant and this Agreement as may be required, and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct and agrees to cooperate with Grantor in connection with such marketing.

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

**GRANTEE:
VILLAGE OF PENINSULA**

**GRANTOR:
NOPEC, INC.**

Individual Authorized by Grantee's
Legislation to accept:

By: _____
Daniel Schnieder, Jr.

By: _____

Title: Mayor

Title:

Date: _____

Date: _____

VILLAGE OF PENINSULA, OHIO
ORDINANCE NO.: 13-2026
INTRODUCED BY: _____
DATE PASSED: _____

**AN ORDINANCE ESTABLISHING SECTION 311.02 OF THE VILLAGE CODE
REGARDING OUTDOOR PUBLIC EVENTS POLICIES AND PERMITS**

WHEREAS, Village Council recognizes that outdoor public events enhance the quality of life and economic vitality of the historic Village community; and

WHEREAS, due to the unique geography of the Village within the Cuyahoga Valley National Park and the Village's infrastructure, Council desires to ensure that outdoor public events are conducted safely, disruption to residents is minimized, and Village resources are protected; and

WHEREAS, Council desires to establish Section 311.02 of the Village Code to accomplish the above goals.

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

SECTION 1. Council hereby enacts Section 311.02 of the Village Code, as set forth in the attachment hereto that is incorporated herein by reference.

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

SECTION 3. This Ordinance shall be effective as of the earliest date provided for by law.

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 Ordinance 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 Ordinance was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the _____ day of _____, 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

311.02 OUTDOOR PUBLIC EVENTS POLICIES AND PERMITS.

(a) Purpose and Scope. The Village recognizes that outdoor public events enhance the quality of life and economic vitality of our historic community. However, due to our unique geography within the Cuyahoga Valley National Park and our limited infrastructure, this policy ensures that outdoor public events are conducted safely, minimize disruption to residents, and protect Village resources.

(b) Definition of Event. For the purposes of this policy, an “outdoor public event” is defined as any outdoor planned gathering, festival, march, procession, parade, race, or assembly open to the general public on public or private property that significantly impacts the normal flow of traffic, requires the use of Village personnel or resources, or involves a gathering that exceeds typical occupancy of the site.

(c) General Requirements. No person, group of persons, or organization shall conduct or participate in any outdoor event that is open to the public or block off any street or highway area, without first obtaining a permit from the Mayor.

(d) Permit Applications. Applications for permits under this section shall be made on such forms prescribed by the Mayor, shall be filed with the office of the Mayor, and shall contain such information necessary for determining whether a permit should be issued. Applications shall be filed before the time intended for such event and in accordance with the timeframes set forth in Subsection (e) of this ordinance. The Mayor shall make a determination on the application within ten days of the date on which the application is filed. The Mayor has the discretion to grant an event permit related to celebrations or protests of Local, State, Federal, or World Events upon shorter notice if it is determined by the Mayor and Chief of Police, or their designees, that the Village is able to provide the required safety resources and services within the timeframe between the filing of the application and the time of the planned gathering, festival, march, procession, parade, race, or assembly. The required information provided in the application shall include, at a minimum:

- (1) The estimated number of participants.
- (2) A detailed route map, including assembly and dispersal areas.
- (3) A description of equipment, signage, or other event logistics.
- (4) For Tier 2 and 3 events, as defined in this subsection (e) of this Ordinance, proof of liability insurance coverage for the event with minimum coverage amounts of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
- (5) Any additional safety and resource requirements, such as Police, Fire/EMS, street closures, public service and sanitation, and/or utility use.

(e) Event Tiers and Application Filing Timeframes.

- (1) Tier One (Small): Under 50 attendees. Block parties or small gatherings with no

road closures or commercial vendors. Deadline for application is 14 days.

(2) Tier Two (Medium): 50-250 attendees. May require minor police assistance, food vendors, or use of public squares. Deadline for application is 60 days.

(3) Tier Three (Large): 250+ attendees. Festivals, races, parades, or assemblages requiring closures and multidisciplinary department coordination. Deadline for application is 90 days.

(f) The Village shall establish predetermined event routes that are designed to minimize disruptions to traffic and residential areas. Events should prioritize using the designated routes unless alternate routes are approved by the Mayor and Chief of Police or their designees based upon public safety and logistical needs. Organizers are responsible for submitting a parking plan for events exceeding 100 attendees. Shuttles are recommended for Tier 3 events. All events must adhere to the hours of the Village of Peninsula's noise ordinance.

(g) Fees for events shall be assessed based upon their size and the Village services anticipated to be required. Fees shall be in accordance with the specified fees and/or fee ranges set forth in the Event Fee Schedule contained in Subsection (m) of this ordinance. The additional costs associated with these permits shall consider the event's anticipated need for Village resources such as police, street closure, public service and sanitation, and utility usage. A cost breakdown related to the issuance of a permit shall be provided to the applicant in connection with the permit application process. If the Village determines that Village personnel, vehicles, and/or services are required in connection with the event, a minimum of four hours shall be charged for each Village employee, Village vehicle, and/or service required, at an hourly rate determined by the Fiscal Officer, or their designee, that approximates the Village's actual cost for the required employees, vehicles, and services. If the event lasts for more than four hours, and/or the above personnel, vehicles, and/or services are required for more than four hours, the applicant shall be responsible for the actual time the Village employees, vehicles, and other services are on scene in connection with the event.

(h) The permit may be refused or cancelled if:

- (1) The time, place, size, or conduct of the event, including the assembly areas and route, would unreasonably interfere with the public convenience, the safe use of the streets and highways, or violate predetermined route guidelines;
- (2) The event requires a diversion of Village resources to the extent that it impairs regular Village functions, including police or public service and sanitation services;
- (3) The event conflicts with, or would strain resources from a Village sponsored festival, march, procession, parade, race, or assembly or another festival, march, procession, parade, race, or assembly parade for which a permit has been issued;
- (4) The application contains false, misleading, or incomplete information;

(5) An emergency such as a fire, storm, or other unforeseen event would prevent the proper conduct of the event; or

(6) The noise control and sound management provisions of subsection (k) of this Ordinance are violated.

(i) Security. Event organizers shall be responsible for hiring off-duty Village police officers to provide necessary traffic control and crowd management services during the event, in accordance with the Village's safety standards. The number of officers required will be determined by the Chief of Police or their designee based upon the size and requirements of the event and its route and/or location. Applicants shall not be permitted to utilize private or non-Village security for the event without the permission of the Police Chief or their designee.

(j) The permit may prescribe reasonable conditions, including:

(1) Hours of assembly and dispersal;

(2) Use of predetermined or alternate approved routes;

(3) Portions of streets that may be used or occupied; or

(4) Village and Fire Department resources necessary for the event, such as police, public service and sanitation, utility usage, and off duty Fire/EMS.

(k) Noise Control and Sound Management. Event organizers shall ensure that noise generated by the event does not exceed reasonable levels and does not create a nuisance to surrounding properties. Activities that produce loud, disruptive, or repetitive noise may be restricted or prohibited at the discretion of the Village. Organizers must have the ability and authority to adjust noise levels immediately. Violations of this subsection may result in reduced sound privileges, permit suspension, or denial of future permits.

(l) In addition to permit fees, organizers may be responsible for the costs of additional Village services required for the event, such as trash removal, restroom facilities, or utility access, to ensure minimal disruption to residents and businesses.

(m) Event Fee Schedule.

(1) Persons, For-Profit Organizations and Entities, and Non-Profit Organizations and Entities Not Based in the Village.

\$500 per event, plus a \$1,000 potentially refundable deposit, plus the estimated cost for any necessary Village Police or Service personnel and vehicle charges, as determined and calculated by the Village, will be required to be paid in advance of the issuance of the permit. After the event and additional Village costs from the event are calculated, if any, including any costs for required loose garbage clean-

up by the Village Service Department, such additional costs will be billed or taken out of the deposit funds. Any remaining deposit funds will be returned to the applicant. If multiple events encompassed by this section are held by the same entity on the same day within a four-hour timeframe, only one permit fee and deposit will be required.

(2) Village residents or affiliated or based public and private schools or parent-teacher organizations, or non-profit entities based in Peninsula.

No fee or deposit, but the estimated cost for any necessary Village Police or Service personnel and vehicle charges, as determined and calculated by the Village, will be required to be paid in advance of the issuance of the permit. After the event and additional costs from the event are calculated, if any, including any costs for required loose garbage clean-up by the Village Service Department, such additional costs will be billed to the applicant.

(n) Appeals. A determination denying an application for a permit under this section may be appealed to the Summit County Common Pleas Court within thirty days of the date the application was denied.

Item	Category	Subject	Assigned to	Plan / Target Dates	Status	Notes	Planning Commission
1	Policy	Cybersecurity Policy	Dick Slocum- Policies & Procedures	Due July	In process	Create cybersecurity policy and process	
2	Public Safety	Safety (speed, utilities, etc.)	Mayor	Purchase speed recording/flashing signs	In process	Speed issues; utilities; speed signs; expand 25 mph zone; nighttime enforcement concerns	
3	Governance	Rules of Council	Dick Slocum- Policies & Procedures	January - February	COMPLETE	Review and update rules	
4	Communication	Video recording and teleconferencing capabilities	Amy Frank-Hensley & Mayor	Install equipment per approved quote	In process	Update equipment in Village Hall to allow posting of meeting videos on website, teleconferencing capabilities and	
5	Infrastructure	Water District	Mayor & Jodi Padrutt	Attend meetings as needed	In process	Joint water district assessment. Approved funding for study via OHM. Boston Hts taking the lead	Yes
6	Zoning / Enforcement	STRs (Short-Term Rentals)	Moe Riggins	Community Meeting in June?	In process	Owner-occupied?; revenue (fees, bed tax); expenses (inspection, enforcement); complaint process; enforcement gaps; occupancy limits; age of children; overflow parking; cap on cars; monitoring after hours; avoid Bath-type issues	Yes
7	Infrastructure	Wastewater / Sewer Project	Mayor & Dick Slocum	Attend meetings as needed		Committee?; monitor project; ensure pedestrian/bike path; protect trees/sidewalks; traffic management during construction	Yes
8	Land Use	General Die Casters Property & Player's Barn Property	Amy Frank-Hensley & Moe Riggins	TBD		Purchase?; affordability; contamination concerns; buried barrels; environmental risk. PB Agreed upon plan and timeline	Yes
9	Operations	Building & Grounds	Amy Frank-Hensley & Moe Riggins	TBD		General maintenance	
10	Policy	Record Retention Policy and Public Records Process	Dick Slocum- Policies & Procedures	Review drafts and finalize	In process	Create/update retention policy; related to transparency.Improve transparency; address public records	
11	Policy	Events Policy	Jodi Padrutt	July	In process	Establish policy to address issues such as parking, notifications and safety	
12	Communication	Communication Improvements including Village hall sign	Amy Frank-Hensley & Jodi Padrutt	Q1		Improve communication between leadership and residents/businesses. Enhance push communications, simple agenda notices, feedback loop/form. "Always on" survey or update form for better reporting. Install events sign (non-electronic)	
13	Finance	Standard Financial Reports	Dan Krachinsky - Finance Liaison	Q1	In process	Establish or improve reporting	
14	Finance	Contract Review	Jodi Padrutt & Dan Krachinsky & Eliud Rosales	Review each per plan	In process	Time for reviews established, will review per timelines	

Item	Category	Subject	Assigned to	Plan / Target Dates	Status	Notes	Planning Commission
15	Finance	Police Force Budget Review				Understand vehicle utilization and general spends. Public wonders why we have so many cars in the parking lot?	
16	Governance / Ordinances	Peninsula Ordinances	Amy -Planning Liaison	Update Mixed Use and Parking Ordinances	Area Master Plan	Create or update ordinances per Area Master Plan; include BZA and Planning rules	Yes
17	Governance / Ordinances	Noise Ordinance / Enforcement?				Prohibit roosters in Village center? Rooster complaints and garbage trucks pre-7am	Yes
18	Governance / Ordinances	Dark Sky Ordinance	Eliud Rosales			Adopt dark sky protections	Yes
19	Infrastructure	Stormwater Runoff			New	Evaluate and recommend solutions to maintain appropriate stormwater runoff solutions	Yes
20	Infrastructure	303 Project/Main Street Infrastructure Review	Dick Slocum, Ed McCabe	Add info to website and determine communication plan	Area Master Plan	Preserve sandstone sidewalks; review speed zone; install pedestrian lights; add street trees; gather public feedback	Yes
21	Infrastructure	West Mill Sidewalk Improvements			Area Master Plan	Coordinate with NPS on sidewalk; Sidewalk Improvements (W. Mill to Locust)	Yes
22	Infrastructure / Finance	303 Project Funding		Part of Area Master Plan	COMPLETE	Approved grant funding and contract with OHM to assist with state agencies.	Yes
23	Infrastructure / Parking	Alternate Parking Options - Partnerships			Area Master Plan	Promote Pine Lane, Deep Lock Quarry, Canal Visitor Center, North Rim MTB lot; install distance signage	Yes
24	Infrastructure / Parking	Parking (General)			Area Master Plan	Define how much is enough. Explore alternatives for peak days or events.Count public parking; usage timeline; promote	Yes
25	Intergovernmental	CVNP / Conservancy	Mayor			Coordination with CVNP/Conservancy	
26	Intergovernmental	JEDD - Clarity & Opportunity	Moe Riggins - Liaison		Area Master Plan	Financial review of JEDD impact and oversight of what's next	
27	Master Plan	Economic / Community			Area Master Plan	More long-term residents; more businesses; RITA income,	Yes
28	Master Plan	Village Master Plan Implementation			Area Master Plan	Create plan to implement goals of the Master Plan. Short-term/quick wins. Example : Streetscapes- Plant street trees	Yes
29	Public Safety	Maintaining Public Trust in Uncertain Times	Eliud Rosales			Confirming our police and 911 services are prepared to effectively handle issues that might arise because of immigration enforcement federal agency (ICE)	
30	Zoning	Zoning Changes to Protect Village Character			Area Master Plan	Review and implement zoning changes	Yes
31	Zoning / Preservation	Historic Preservation Overlay Enforcement			Long-Range Plan	Stronger enforcement, education for residents and business within the district. Sustainable education for new property owners & reflection on existing boundaries	Yes