



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

Tuesday August 25, 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

July 28, 2026 Council Meeting Minutes

CITIZEN PARTICIPATION

REPORTS

Mayor, Daniel Schneider, Jr.

Motion to Authorize the Payment of the Invoice from American Legal Publishing in the Amount of \$9,166.32 for Annual Codified Ordinance Update Services

Fiscal Officer, Ms. Iaconis

Street Commissioner, Mr. Anderson

Finance Liaison, Mr. Krachinsky

Charles Harris & Assoc. Engagement

Police Department

Roads and Public Works

Planning Commission, Ms. Frank-Hensley

Zoning Officer, Mr. Collins

Board of Zoning Appeals

Buildings and Grounds, Ms. Frank-Hensley

Policies & Procedures Liaison, Mr. Slocum

Cybersecurity Program

Fire Board, Mr. Krachinsky

Cemetery Board, Ms. Padrutt

JEDD Board, Ms. Riggins

Wastewater/Stormwater/Water

OPWC Grant Application Engagement with OHM for Proposed Stormwater Project

CVNP and Conservancy, Ms. Padrutt and Ms. Riggins

Rt. 303 Safety Project, Mr. Slocum

Solicitor, Mr. Bryan

2016 Solicitor Contract and Change in Solicitor Compensation Structure Made in 2023

LEGISLATION

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 (Third Reading)

Ordinance No. 16-2026

Requested by: Mayor Schneider

An Emergency Ordinance Approving Current Replacement Pages to the Peninsula Codified Ordinances (First Reading)

Resolution No. 17-2026

Requested by: Fiscal Officer Iaconis

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

Resolution No. 18-2026

Requested by: Mayor Schneider

An Emergency Resolution Authorizing OHM Advisors (“OHM”) and Jason Popiel, Senior Project Manager with OHM, to Prepare and Submit an Application to Participate in the Ohio Public Works Commission State Capital Improvement and/or Local Transportation Improvement Program(s) on Behalf of the Village of Peninsula and Authorize Village Mayor Daniel Schneider, Jr. to Execute any Required Contracts under the OPWC Programs (First Reading)

Ordinance No. 19-2026

Requested by: Mayor Schneider

An Ordinance Amending Section 125.08 of the Administrative Code Regarding Meeting Video with Audio Recordings and Meeting Minutes (First Reading)

UNFINISHED BUSINESS/NEW BUSINESS

Solicitor Search Committee

Village Engineer Contract

Discussion Regarding Setting Up Committee Comprising of CVNP, Conservancy for the CVNP, Cuyahoga Valley Scenic Railroad, Summit County, Engineer, and Village of Peninsula for the Purpose of Coordinating Addressing Safety Issues Along West Mill St. and the Rt. 303 Bridge, the Conservancy's Plans for Oxbow Meadows, and What the CVNP Can Do for Peninsula

EXECUTIVE SESSION (IF NECESSARY)

Motion to Approve Worker's Comp Attorney Engagement Letter with Hanna Campbell & Powell, LLP for Representation in an Appeal in the Casterline Worker's Compensation Case

ADJOURNMENT

**Record of Proceedings
Regular Council Meeting**

Held: Tuesday, July 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	Present
Jodi Padrutt	Present	Eliud Rosales	Present
Moe Riggins	Present		

PRESENTATION OF AGENDA AND AMENDMENT OF THE AGENDA: No amendments.

SPECIAL PRESENTATIONS: None.

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS

July 14, 2026 Council Meeting Minutes.

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

CITIZEN PARTICIPATION

Liz Biddick commented on the phrasing of the short-term rental ballot question, noting that asking whether STRs should be banned versus allowed could influence how voters respond. She surmised that voters were more likely to vote yes on an issue than no. She argued the wording should remain as neutral as possible.

Greg Canda opined because short-term rentals are already permitted, the ballot language should focus on the proposed changes to existing regulations, rather than asking whether they should be allowed.

Matthew Padrutt agreed that the short-term rental ballot language should be clear, concise, and easy for voters to understand. He raised concerns about the substantial property valuation increases in Peninsula, particularly their impact on residents with fixed incomes. Several participants questioned how the County determines what properties are comparable, given Peninsula's unique homes and limited recent sales. Ms. Riggins shared she successfully challenged a previous increase by contacting the County and submitting documentation. Others noted appeals are not always successful. In response to a question as to what property owners should do to challenge the valuations, Mr. Bryan explained that if the informal review process does not resolve the issue, property owners can file a formal appeal, which generally requires strong comparable sales evidence or a professional appraisal.

REPORTS

Mayor, Daniel Schneider, Jr.:

Motion to Cancel August 11, 2026 Council Meeting for a Summer Recess

Council decided to wait until the end of the meeting to address this issue.

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

**Record of Proceedings
Regular Council Meeting**

Held: Tuesday, July 28, 2026

Fiscal Officer, Ms. Iaconis: The Mayor reported since the last meeting, the proposed Fiscal Officer candidate who was not confirmed by Council asked to be removed from consideration. Listings for the position have been placed and will run until August 31.

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

Police Department: The Mayor reported police officials met with Hall Upfitters to determine what equipment could be salvaged from the two damaged cruisers. Due to parts delays, particularly a minimum six-week wait for the more heavily damaged vehicle, it was estimated that it would likely be about two months before the first cruiser is back on the road.

Roads and Public Works: The Mayor stated there is nothing to report.

Planning Commission, Ms. Frank-Hensley: Ms. Frank-Hensley reported the Commission reviewed the most recent amendments to the Zoning Code related to the Mixed-Use classification. The Village Planner will prepare a final draft for the next meeting for the Commission's review. The proposed short-term rental ballot language and potential additional enforcement measures were discussed. The Commission also briefly discussed the Rt. 303 Safety Project and a vacant property registration ordinance to improve safety and awareness and encourage the use of vacant properties.

Zoning Officer, Mr. Collins: The Mayor reported the Zoning Officer is back at work, and zoning enforcement activity has resumed. The Zoning Officer is following up on a property maintenance complaint on which no progress has been made.

Board of Zoning Appeals: The Mayor welcomed the new BZA members. The next meeting will involve reviewing procedures and approving outstanding minutes.

Buildings and Grounds, Ms. Frank-Hensley: Ms. Frank-Hensley reported she is waiting to discuss sign placement with the Mayor to ensure the placement does not conflict with potential curb changes shown in the Rt. 303 Project drawings.

Policies & Procedures Liaison, Mr. Slocum:

Cybersecurity Program

Mr. Slocum reported significant progress on the cybersecurity program, including discussions with several vendors about migrating to Microsoft Office 365, strengthening network security, and obtaining appropriate licensing to protect information. The proposed system would include third-party real-time monitoring, risk assessment, disaster recovery, and incident response services, with different license levels based on users' needs. He expects to receive four comparable vendor quotes.

Fire Board, Mr. Krachinsky: Mr. Krachinsky reported a new Fire District Fiscal Officer has been hired.

**Record of Proceedings
Regular Council Meeting**

Held: Tuesday, July 28, 2026

Cemetery Board, Ms. Padrutt: Ms. Padrutt reported the Board hired Michael Brown as the new assistant sexton for the Cemetery.

JEDD Board, Ms. Riggins: Ms. Riggins reported she would have a better update on revenues by the end of the year.

Wastewater/Stormwater/Water: Council discussed major wastewater, stormwater, water, and St. Rt. 303 infrastructure issues, including whether to join the Summit County stormwater district. Mr. Frank-Hensley reported on her plan to invite County representatives to an upcoming meeting to explain the program. OHM is evaluating whether existing storm sewers can be rehabilitated with liners for roughly \$784,000, plus engineering costs, or whether they must be fully replaced, which could increase costs to approximately \$2.6 million. Small Government funding in an amount up to \$500,000 may be available for that project. The Village can also apply for OPWC funding for the full amount, but there would be greater competition for that grant funding.

Council also discussed ongoing negotiations with ODOT about providing financial and operational assistance with repairing Rt. 303 issues related to earth slides, failing culverts, and cracked pavement. The Mayor and Mr. Bryan reported they are presenting the case to ODOT that it cannot afford to make multimillion-dollar repairs on a heavily traveled state route. Mr. Bryan and the Mayor noted that ODOT has requested the Village to apply for grant funding for Rt. 303 repairs. If that is necessary, the Village will need to decide which of the two grant applications it wants to pursue. There is a virtual meeting scheduled with ODOT tomorrow to discuss the Rt. 303 repair issues. The Mayor, Mr. Bryan, and Engineer McCabe will be participating in that meeting. The Village will have more information regarding how it should proceed after the meeting.

Ms. Padrutt asked how much grant money has been allocated to the Village for the various projects. The Mayor confirmed the St. Rt. 303 Project received \$3.5 million in grant funding, while \$9.6 million is presently committed to the sewer project. The current cost of the sewer project is estimated to be \$15–17 million. Summit County is working to secure the remainder of the necessary funding. No grant funding has been received for the water project.

CVNP and Conservancy, Ms. Padrutt and Ms. Riggins: Ms. Riggins requested an updated sewer project map for the Conservancy. She reported on continued communications regarding the Cuyahoga River Management Plan and Conservancy projects, including parking and a proposed pathway from the old golf course property to downtown. Approximately 150 people attended the Conservancy's Open House, which was viewed as a positive step for community relations. It was suggested that the CVNP should be invited to a Planning Commission meeting to discuss updated plans for Mill Street.

Rt. 303 Safety Project, Mr. Slocum:

ODOT Request for Issuance of Revocable Use Permit to Affected Property Owners for Perpendicular Parking of Vehicles in Front of Coffee Shop and River Light Gallery within the St. Rt. 303 Right-of-Way, ODOT Request for Right of Way Control Letter from Village Describing and Including a Drawing of the Areas of the Sidewalk/Parking Pavement within Private Property to which the Village Has Control of or Regularly Maintains or Constructs, Sandstone Sidewalks:

**Record of Proceedings
Regular Council Meeting**

Held: Tuesday, July 28, 2026

Mr. Slocum reported that ODOT needs several agreements and easements to advance the St. Rt. 303 Safety Project, including a revocable use permit for parking spaces that extend into the road right-of-way. ODOT is also requesting documentation establishing Village control and responsibility for the public sidewalk outside the right-of-way in front of the Coffee Shop and River Light Gallery. Foundation approval for minor property adjustments near the Riverview corner has also been requested. Daniel DeAngelo clarified that the Riverview property adjustment involves only about 20 to 40 square feet needed to align the curved sidewalk with the right-of-way. Officials will work on the necessary documents and obtaining approvals before the end of the year. Finding funds to rehabilitate damaged sandstone sidewalks between the bridge and Riverview Road was also discussed.

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)

Mr. Bryan read the legislation by title. Mr. Slocum made a motion that was seconded by Mr. Rosales to approve the ordinance. Ms. Riggins asked whether a parking study has been conducted to show how existing parking spaces are currently used before parking requirements and procedures are modified. Mr. Slocum stated no such study had been completed, although the Area Master Plan counted available spaces and identified areas for potential parking expansion. Mr. Slocum explained the proposed ordinance requires parking requirements for private property to be evaluated on a case-by-case basis by the Planning Commission. That process does not necessarily require a Village-wide parking analysis. The discussion clarified that the current code already allows an applicant, or any interested party, to appeal a Planning Commission site-plan parking requirement decision to the BZA. That same language was added into the proposed ordinance amendment. Roll Call Vote: Mr. Rosales, yes; Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mr. Slocum, yes; Ms. Padrutt, no; Ms. Riggins, no. The legislation was adopted.

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 (Third Reading)

Mr. Bryan read the legislation by title. Mr. Slocum made a motion that was seconded by Ms. Frank-Hensley to adopt the resolution. Roll Call Vote: Mr. Rosales, yes; Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The legislation was adopted.

**Record of Proceedings
Regular Council Meeting**

Held: Tuesday, July 28, 2026

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 (Second Reading)

Mr. Bryan read the Ordinance by title. Council determined the legislation would advance to a third reading at the next Council Meeting.

Resolution No. 15-2026

Requested by: Councilperson Padrutt

An Emergency Resolution Submitting to the Electors of the Village of Peninsula, the Question of Whether Short-Term Home Rentals Should Be Prohibited in the Village (First Reading)

Mr. Bryan read the legislation by title. Ms. Frank Hensley made a motion that was seconded by Mr. Slocum to amend the third whereas clause to state “Council finds and determines that there should be an advisory election on short-term rentals” to make the language in that clause more neutral. Roll Call Vote (on the motion to amend): Mr. Rosales, yes; Ms. Frank-Hensley, yes; Mr. Krachinsky, no; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion passed. Mr. Slocum made a motion that was seconded by Ms. Riggins to suspend the three-reading rule. Roll Call Vote: Mr. Rosales, yes; Ms. Frank-Hensley, yes; Mr. Krachinsky, no; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion passed. Mr. Rosales made a motion that was seconded by Mr. Slocum to pass the legislation as amended. Roll Call Vote: Mr. Rosales, yes; Ms. Frank-Hensley, yes; Mr. Krachinsky, no; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The legislation was adopted as amended.

UNFINISHED BUSINESS/NEW BUSINESS

Solicitor Search Committee:

Ms. Padrutt reported that the advertisement was shared through different listings with applications due August 7. A committee meeting is scheduled for August 10 to review them.

Auditor of State Local Government Services Information:

Ms. Padrutt outlined services available through the State Auditor’s Local Government Services (LGS), including assistance with financial reporting, reconciliation and reconstruction, UAN support, policies, budgeting, training, and fiscal recovery. The first four hours of this service are free, and additional hours generally cost \$42–\$50 per hour. She explained LGS assists existing staff with correcting financial records, rather than providing ongoing accounting services. She stated both the State Auditor’s Office and Charles Harris & Assoc. recommended bringing in LGS to help get the Village’s financial records back on track.

Council discussed the delayed 2022–2023 audit, which Charles Harris cannot complete until it receives all necessary financial information from the Village Fiscal Officer. The 2024–2025 audit cannot commence while the 2022–2023 audit remains outstanding. Ms. Padrutt noted Ms. Iaconis reported being reconciled through June 30, 2026, but Council is uncertain what information has actually been provided to the auditors. Mr. Krachinsky emphasized the need to contact the Charles Harris firm first to determine exactly what remains outstanding and whether the problem involves a few minor items or substantial missing financial information. At that point, Ms. Iaconis can be asked how quickly she can provide what is needed.

**Record of Proceedings
Regular Council Meeting**

Held: Tuesday, July 28, 2026

Council decided Mr. Bryan and Mr. Krachinsky should contact the Charles Harris firm and follow up with Ms. Iaconis to determine what is preventing the completion of the audit. Mr. Slocum made a motion that was seconded by Ms. Frank Hensley to authorize the Mayor to engage LGS's assistance if the necessary information cannot be provided to the auditors within approximately 10 days. Roll Call Vote: Mr. Rosales, yes; Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion passed. Council asked that it be kept informed on any developments regarding this matter.

Village Engineer Contract:

Mr. Bryan noted that he that Engineer's contract is customarily considered every year in January and that he was asked to put this item on the agenda for this meeting. No action or discussion was taken regarding this issue.

Cancellation of August 11 Council Meeting for a Summer Recess:

Ms. Frank-Hensley made a motion that was seconded by Ms. Riggins to cancel the August 11 Council Meeting. Roll Call Vote: Mr. Rosales, yes; Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The motion passed.

EXECUTIVE SESSION (IF NECESSARY): None.

ADJOURNMENT: Mr. Slocum made a motion that was seconded by Mr. Krachinsky to adjourn the meeting. Roll Call Vote: Mr. Rosales, yes; Ms. Frank-Hensley, yes; Mr. Krachinsky, yes; Mr. Slocum, yes; Ms. Padrutt, yes; Ms. Riggins, yes. The meeting was adjourned at 9:11 p.m.

Respectfully submitted:

Daniel Schneider Jr., Mayor

Date

Katie Iaconis, Fiscal Officer

Date



Brad Bryan <bbryan@gbs-llp.com>

Fwd: Invoice 52416 from American Legal Publishing

1 message

Faith Dorton <admin@villageofpeninsula-oh.gov>
To: Brad Bryan <bbryan@gbs-llp.com>
Cc: Fiscal Officer <fiscalofficer@villageofpeninsula-oh.gov>

Wed, Aug 5, 2026 at 8:41 AM

Is this something Council needs to approve or can I submit or payment?

Thank you,

Faith

Administrative Assistant

VILLAGE OF PENINSULA

1582 Main Street | Peninsula, OH 44264

Website: <https://villageofpeninsula-oh.gov/>

Phone: 330-657-2151 | Fax: 330-657-2372

----- Forwarded message -----

From: Lenette Beasley <lbeasley@amlegal.com>
Date: Thu, Jul 30, 2026 at 2:56 PM
Subject: Invoice 52416 from American Legal Publishing
To: admin@villageofpeninsula-oh.gov <admin@villageofpeninsula-oh.gov>

American Legal Publishing

Invoice Due: Thu, 07/30/2026
52416

Amount Due: **\$9,166.32**

Dear Customer:

Your invoice-52416 for 9,166.32 is attached. Please remit payment at your earliest convenience.

ATTENTION: NEW REMIT TO ADDRESS
Please update your records for all payments to be mail to:
American Legal Publishing
PO Box 773099
Detroit, MI 48277

Thank you for your business - we appreciate it very much.

If you have any questions, please contact customerservice@amlegal.com.

Sincerely,
American Legal Publishing

[View & Pay Invoice](#)

[Inv_52416_from_American_Legal_Publishing_1124697_14072.pdf](#)
198K

August 17, 2026

Village of Peninsula
ATTN: Dan Schneider, Mayor
1582 Main Street
Peninsula, Ohio 44264

Dear Mr. Schneider:

You have requested that we prepare the bank reconciliations for the Village of Peninsula (the Village) for January 2022 through July 2026. We are pleased to confirm our acceptance and understanding of this engagement to assist with the bank reconciliations.

Our Responsibilities

The objective of our engagement is to assist with the bank reconciliations based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion, or provide any assurance on the bank reconciliations.

Our engagement cannot be relied upon to identify or disclose all financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the assistance in the preparation of the bank reconciliations. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to assist with the bank reconciliations in accordance with SSARs:

- a. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the bank reconciliations that are free from material misstatement, whether due to fraud or error
- b. The prevention and detection of fraud

- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare the bank reconciliations
- e. To provide us with:
 - Documentation, and other related information that is relevant to the preparation of the bank reconciliations.
 - Additional information that may be requested for the purpose of the preparation of the bank reconciliations, and
 - Unrestricted access to personnel within your entity to whom we determine necessary to communicate.

As part of our engagement, we will issue a disclaimer that will state that the bank reconciliations were not subjected to an audit, review or compilation engagement by us and, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

Our fees for these services will not exceed \$140 per hour. The total cost of our services will not exceed \$5,000 unless we first obtain approval from the Village Council.

This estimate is based on our conversation and the assumption that unexpected circumstances will not be encountered. If significant additional time is necessary, we will discuss the circumstances with you and arrive at a new fee structure before we incur additional costs.

All documents provided to us in connection with our services including financial records and reports, must be redacted of any personal information before submission. Personal information is defined as social security numbers, drivers' license numbers or financial institution account numbers associated with an individual. The Village shall fully black out all personal information from records and electronic records before they are transmitted to us. If personal information cannot be redacted from records or documents, the Village must identify these records to us prior to their submission.

All work papers prepared by our office will remain the property of Charles E. Harris & Associates, Inc. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the bank reconciliations described herein, and our respective responsibilities.

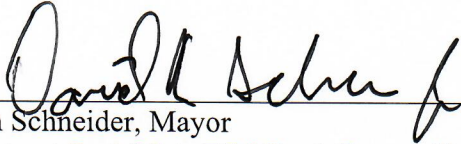
Sincerely yours,



John J. Phillips, VP/Shareholder
Charles E. Harris & Associates, Inc.

It is hereby certified that the above amount required to meet the contract, agreement, obligations, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process or collection to the credit of the funds of the Village Council are free from any obligation or certification now standing.

Village of Peninsula



Dan Schneider, Mayor
Contract for 1/22 to 7/26 Bank Reconciliations

8-17-2026

Date



August 4, 2026

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

**RE: Proposal for Professional Funding Administration Services
Village of Peninsula – SR 303 Storm Sewer Replacement (Downtown)
Proposal #26108**

Dear Mayor Schneider:

OHM Advisors (OHM) is pleased to submit this Proposal to support the above-referenced professional service. Our proposal outlines the work efforts necessary to provide funding administration services in accordance with multiple funding sources.

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

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

We thank you for this opportunity and are excited to continue to work with the Village of Peninsula to provide professional services associated with the Village's Funding Administration needs. Should you find our proposal acceptable, please sign the attached Proposal and provide a full copy to us for our files. Should you have any questions or comments, please contact me directly at (330) 805-7628 or Tony.Burgoyne@ohm-advisors.com.

Sincerely,
OHM Advisors

A handwritten signature in black ink that reads "R. Tony Burgoyne". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

R. Tony Burgoyne, P.E.,
Director

Encl: OHM Standard Terms and Conditions
OHM 2026 Standard Rates



Statement of Understanding

The Village requires financing assistance for the potential rehabilitation and/or replacement of the existing stormwater collection system. The system is comprised of aged and varied size and material sewers which occupy both the north and south sides of SR 303 (Main St.) in the downtown of the Village. Specifically, the limits stretch from Riverview Rd. to Dell Rd. The Village seeks professional funding assistance to prepare complete applications for potential Ohio Public Works Commission (OPWC) either at the District 8 level in Summit County or through Small Government. Funding applications are due in September of 2026. To that end, OHM proposes the following scope of services.

Scope of Services

Our Scope of Services includes tasks required for the preparation and submission of OPWC applications include preliminary planning, estimating, and application development for competitive discernment on behalf of the Village.

Deliverables

- ▼ Preliminary Plans
- ▼ OPWC Application

Schedule

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

Compensation

OHM Advisors will provide the above outlined professional services in accordance with the following fee schedule. Our professional services will be performed on an hourly basis using the enclosed rates.

Task	Cost
Task 1 – OPWC Grant Administration	\$ 5,000
Total All Tasks	\$ 5,000

The fee proposal above will be invoiced time and expense not to exceed the above fee.

Clarifications and Assumptions

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

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

OHM Advisors

388 SOUTH MAIN STREET, SUITE 301
AKRON, OHIO 44311

T 330 913.1080
F 330 319.8691

OHM-Advisors.com



Client Responsibilities

- ▼ Village of Peninsula will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ▼ Village of Peninsula will provide the following, if available, to assist us with the project: all funding legislation and record plans necessary to complete the application.

Authorization and Acceptance

This document, including all Attachments constitutes the entire Agreement between the Village of Peninsula and OHM Advisors and shall not be amended, altered, or changed, except by written authorization executed by both parties. This proposal is valid for 30 days from date of submittal and upon expiration, OHM Advisors reserves the right to modify the proposal.

Approval and acceptance of this Proposal and OHM Terms and Conditions is effective upon Village of Peninsula signature. OHM Advisors is authorized to commence services upon receipt of a signed copy of this document.

Village of Peninsula

Proposal for Professional Services for Funding Administration
Village of Peninsula – SR 303 Storm Sewer Replacement (Downtown)

Accepted By:

Printed Name:

DANIEL R. SCHNEIDER, JR.

Title:

MAYOR

Date:

8-06-2026

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.

2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:

- a. Provide access to the project site to allow timely performance of the services.
- b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
- c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.

3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.

4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.

5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include interest at the rate of one (1%) percent per month from said thirtieth day.

7. STANDARD OF CARE. OHM ADVISORS shall perform its services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar conditions.

8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal fees and costs related to any dispute, CLIENT agrees to restrict any and all remedies it may have, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.

9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT and anyone claiming by, through, or under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, shall be limited to the total amount of \$25,000 or the compensation received by OHM ADVISORS on the Proposal or Scope of Services in question, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.

10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.

11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.

12. GOVERNING LAW. The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.

13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Instruments of Service) prepared by OHM ADVISORS. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have a limited license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Instruments of Service without prior written authorization by OHM ADVISORS. In accepting and utilizing any Instruments of Service or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the Instruments of Service or other data within 30 days of receipt of the file.

14. CERTIFICATIONS. OHM ADVISORS shall not be required to execute certifications to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certifications be construed as a warranty or guarantee by OHM ADVISORS. OHM ADVISORS shall have 14 days to review proposed certification language prior to the requested date of execution.

15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all expenses incurred up to the date of termination in accordance with compensation provisions in this Agreement.

16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received, and shall have no liability for any delay or damage caused by such suspension of services.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of opinions of probable construction cost represents OHM ADVISORS' judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids, proposals, or actual construction cost. If CLIENT requires greater assurance than this, they agree to obtain an independent cost estimate(s).

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the Contract Documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.

19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.

20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.

21. HAZARDOUS MATERIALS. As used in this Agreement, the term Hazardous Materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related any Hazardous Materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any Hazardous Materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or

contractors to identify and abate or remove the Hazardous Materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for all losses and damages to the extent covered by insurance obtained pursuant to a written contract or other insurance applicable to the property or construction work.

24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.

25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal, state, county and/or local laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal, state, county and/or local laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.

26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing or administrative fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

VILLAGE OF PENINSULA, OHIO

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

ORDINANCE 13-2026
PAGE TWO

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly passed by the Council of the Village of Peninsula, at a meeting held on the _____ day of _____, 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.

VILLAGE OF PENINSULA, OHIO

ORDINANCE NO.: 16-2026

INTRODUCED BY: _____

DATE PASSED: _____

**AN EMERGENCY ORDINANCE APPROVING CURRENT REPLACEMENT PAGES
TO THE PENINSULA CODIFIED ORDINANCES**

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, the Village has heretofore entered into a contract with the Walter H. Drane Company/American Legal Publishing to prepare and publish such revision which is before Council.

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

SECTION 1. That the Codified Ordinances of the Village of Peninsula, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters, and sections within the 2026 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION 2. That the following sections and chapters are hereby added, amended or repealed as respectively indicated to comply with current State law.

Traffic Code

- 301.02 Agricultural tractor and traction engine. (Added)
- 301.03 Alley. (Added)
- 301.04 Arterial street or highway. (Added)
- 301.05 Autocycle. (Added)
- 301.06 Beacon. (Added)
- 301.07 Bicycle. (Added)
- 301.08 Bicycle box. (Added)
- 301.09 Bicycle lane. (Added)
- 301.10 Bicycle signal face. (Added)
- 301.11 Bicycle signal sign. (Added)
- 301.12 Bikeway. (Added)
- 301.13 Bus. (Added)
- 301.14 Business district. (Added)
- 301.15 Busway. (Added)
- 301.16 Cab-enclosed motorcycle. (Added)
- 301.17 Chauffeured limousine. (Added)
- 301.18 Child care center. (Added)
- 301.19 Commercial tractor. (Added)
- 301.20 Controlled-access highway. (Added)
- 301.21 Crosswalk. (Added)
- 301.22 Driver or operator. (Added)
- 301.23 Driveway. (Added)
- 301.24 Electric bicycle. (Added)

301.25 Electronic. (Added)
301.26 Emergency vehicle. (Added)
301.27 Explosives. (Added)
301.28 Expressway. (Added)
301.29 Farm machinery. (Added)
301.30 Flammable liquid. (Added)
301.31 Freeway. (Added)
301.32 Funeral escort vehicle. (Added)
301.33 Gross weight. (Added)
301.34 Highway maintenance vehicle. (Added)
301.35 Highway traffic signal. (Added)
301.36 Hybrid beacon. (Added)
301.37 In-road warning light. (Added)
301.38 Intersection. (Added)
301.39 Lane-use control signal. (Added)
301.40 Laned highway. (Added)
301.41 Limited driving privileges. (Added)
301.42 Local authorities. (Added)
301.43 Low-speed micromobility device. (Added)
301.44 Median. (Added)
301.45 Motor-driven cycle or motor scooter. (Added)
301.46 Motor vehicle. (Added)
301.47 Motorcycle. (Added)
301.48 Motorized bicycle or moped. (Added)
301.49 Motorized wheelchair. (Added)
301.50 Multi-wheel agricultural tractor. (Added)
301.51 Natural resources officer. (Added)
301.52 Operate. (Added)
301.53 Parked or parking. (Added)
301.54 Pedestrian. (Added)
301.55 Person. (Added)
301.56 Pole trailer. (Added)
301.57 Police officer. (Added)
301.58 Predicate motor vehicle or traffic offense. (Added)
301.59 Private road. (Added)
301.60 Public safety vehicle. (Added)
301.61 Railroad. (Added)
301.62 Railroad sign or signal. (Added)
301.63 Residence district. (Added)
301.64 Ridesharing arrangement. (Added)
301.65 Right-of-way. (Added)
301.66 Road service vehicle. (Added)
301.67 Roadway. (Added)
301.68 Roundabout. (Added)
301.69 Rural mail delivery vehicle. (Added)
301.70 Safety zone. (Added)
301.71 School bus. (Added)
301.72 Semitrailer. (Added)
301.73 Shared-use path. (Added)
301.74 Shoulder. (Added)
301.75 Sidewalk. (Added)
301.76 Site roadway open to public travel. (Added)
301.77 Standing. (Added)
301.78 State. (Added)

301.79 State highway. (Added)
 301.80 State route. (Added)
 301.81 Stop. (Added)
 301.82 Stop intersection. (Added)
 301.83 Stopping. (Added)
 301.84 Street or highway. (Added)
 301.85 Through highway. (Added)
 301.86 Thruway. (Added)
 301.87 Traffic. (Added)
 301.88 Traffic control device. (Added)
 301.89 Traffic control signal. (Added)
 301.90 Trailer. (Added)
 301.91 Train. (Added)
 301.92 Truck. (Added)
 301.93 Two-stage bicycle turn box. (Added)
 301.94 Type A family child care home. (Added)
 301.95 Urban district. (Added)
 301.96 Vehicle. (Added)
 301.97 Waste collection vehicle. (Added)
 301.98 Wildlife officer. (Added)
 303.01 Compliance with Lawful Order of Police Officer; Fleeing. (Amended)
 303.083 Impounding Vehicles on Public Property. (Amended)
 303.10 Leaving Junk Vehicles on Private Property with Permission of Owner.
 (Amended)
 303.991 Committing an Offense While Distracted Penalty. (Amended)
 305.03 Permit Required for Traffic Signal on State Route. (Amended)
 313.02 Through Highways; Stop and Yield Right-of-Way Signs. (Amended)
 313.03 Traffic Signal Indications. (Amended)
 313.04 Lane-Use Control Signal Indications. (Amended)
 313.09 Driver's Duties Upon Approaching Ambiguous or Non-Working Traffic Signal.
 (Amended)
 313.10 Unlawful Purchase, Possession or Sale. (Amended)
 313.11 Portable Signal Preemption Devices Prohibited. (Amended)
 313.12 Bicycle Symbol Signal Indications. (Added)

 331.33 Obstructing Intersection, Crosswalk or Grade Crossing. (Amended)
 331.35 Occupying Travel Trailer, Fifth Wheel Vehicle, or Manufactured or Mobile Home
 While in Motion. (Amended)
 331.38 Stopping for School Bus; Discharging Children. (Amended)
 331.39 Driving Across Grade Crossing. (Amended)
 331.40 Stopping at Grade Crossing. (Amended)
 331.401 Slow-Moving Vehicles or Equipment Crossing Railroad Tracks. (Added)
 331.45 Restrictions on the Operation of School Buses. (Amended)
 333.01 Driving or Physical Control While Under the Influence. (Amended)
 333.03 Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
 333.07 Street Racing, Stunt Driving and Street Takeovers Prohibited. (Amended)
 333.11 Electronic Wireless Communication Device Use Prohibited While
 Driving.
 (Amended)
 335.04 Certain Acts Prohibited. (Amended)
 335.072 Driving Under Financial Responsibility Law Suspension or Cancellation;
 Driving Under a Nonpayment of Judgment Suspension. (Amended)
 335.074 Driving Under License Forfeiture or Child Support Suspension.
 (Amended)

335.09 Display of License Plates or Validation Stickers; Registration. (Amended)
337.16 Number of Lights; Limitations on Flashing, Oscillating or Rotating Lights.
(Amended)
337.24 Motor Vehicle Stop Lights. (Amended)
337.26 Child Restraint System Usage. (Amended)
337.31 Lights and Sign on Transportation for Preschool Children. (Added)
341.01 Commercial Drivers Definitions. (Amended)
341.04 Commercial Drivers Prohibitions. (Amended)
341.05 Criminal Offenses. (Amended)
351.03 Prohibited Standing or Parking Places. (Amended)
351.04 Parking Near Curb; Handicapped Locations on Public and Private Lots
and Garages. (Amended)
371.01 Right of Way in Crosswalk. (Amended)
371.03 Crossing Roadway Outside Crosswalk; Diagonal Crossings at Intersections.
(Amended)
371.11 Persons Operating Motorized Wheelchairs. (Deleted)
371.12 Electric Personal Assistive Mobility Devices. (Amended)

General Offenses Code

501.01 General Provisions and Penalty Definitions. (Amended)
505.01 Animals Running At Large. (Amended)
505.15 Rights of Blind, Deaf or Hearing Impaired, or Mobility Impaired Person, or
Trainer with Assistance Dog. (Added)
505.20 Definitions. (Added)
505.21 Tags to Be Worn By Dogs. (Added)
505.22 Transfer of Dog Ownership. (Added)
505.23 Requirement to Properly Confine or Restrain A Dog. (Added)
505.24 Vicious, Dangerous and Nuisance Dog Acts. (Added)
505.25 Vicious and Dangerous Dog Ownership Requirements. (Added)
505.26 Rabies Quarantine. (Added)
505.27 Duties After Dog Bites Person. (Added)
505.28 Dogs With Blind, Deaf or Mobility Impaired Person. (Added)
505.29 Sale and Transportation of Dogs. (Added)
505.30 Possession of Certain Dogs by Convicted Felons Prohibited. (Added)
505.31 Barking and Howling Dogs. (Added)
509.06 Inducing Panic. (Amended)
509.09 Impeding Public Passage of an Emergency Service Responder. (Added)
513.01 Drug Abuse Control Definitions. (Amended)
513.02 Gift of Marihuana. (Amended)
513.03 Drug Abuse; Controlled Substance Possession or Use. (Amended)
513.04 Possessing Drug Abuse Instruments. (Amended)
513.05 Permitting Drug Abuse. (Amended)
513.07 Possessing or Using Harmful Intoxicants. (Amended)
513.08 Illegally Dispensing Drug Samples. (Amended)
513.12 Drug Paraphernalia. (Amended)
513.16 Adult Use Cannabis Control. (Added)
513.17 Pseudoephedrine Sales. (Added)
517.01 Gambling Definitions. (Amended)
525.02 Falsification. (Amended)
525.05 Failure to Report a Crime, Injury or Knowledge of Death. (Amended)
545.01 Theft and Fraud Definitions. (Amended)
529.07 Open Container Prohibited. (Amended)
529.08 Hours of Sale or Consumption. (Amended)
533.01 Obscenity and Sex Offenses Definitions. (Amended)

533.03 Unlawful Sexual Conduct with a Minor. (Amended)
533.04 Sexual Imposition. (Amended)
533.08 Procuring; Engagement in Sexual Activity for Hire. (Amended)
533.15 Dissemination of Private Sexual Images. (Repealed)
533.16 Grooming. (Added)
537.02 Vehicular Homicide and Manslaughter. (Amended)
537.021 Vehicular Assault in a Construction Zone. (Amended)
537.03 Assault. (Amended)
537.12 Misuse of 9-1-1 System. (Amended)
537.14 Domestic Violence. (Amended)
537.16 Illegal Distribution of Cigarettes, Other Tobacco Products, or Alternative Nicotine Products; Transaction Scans. (Amended)
537.20 Illegal Use of a Tracking Device or Application. (Added)
545.01 Theft and Fraud Definitions. (Amended)
545.05 Misdemeanor Theft. (Amended)
549.10 Possessing Replica Firearm in School. (Amended)
549.12 Concealed Handgun Licenses; Possession of Revoked or Suspended License; Additional Restrictions; Posting Signs Prohibiting Possession. (Amended)

Fire Prevention Code

1519.04 Possession, Sale or Discharge Prohibited; Exceptions. (Amended)
1519.06 Safety Requirements for Fireworks Showroom Structures. (Amended)
1519.07 Manufacturing or Wholesale Sale Without a License; Prohibitions. (Amended)
1519.08 Purchasers to Comply with Law; Unauthorized Purchases. (Amended)

SECTION 3. That the complete text of the sections of the Codified Ordinances listed above are set forth in full in the current replacement pages to the Codified Ordinances. The listing above of each new section by reference to its title shall constitute sufficient publication of new matter contained therein.

SECTION 4. 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 that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.022 of the Ohio Revised Code.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, welfare and safety for the reason that there exists an imperative necessity for the earliest publication and distribution of the updated Codified Ordinances to the officials and residents of the Municipality and public, so as to facilitate administration, daily operations, and avoid legal entanglements, including conflict with general State law. 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, Village of Peninsula

Attest:

Katie Iaconis, Fiscal Officer, Village of Peninsula

Approved as to Legal Form.

Bradric T. Bryan, Solicitor, Village of Peninsula

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, 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

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 17-2026

INTRODUCED BY: _____

DATE PASSED: _____

**A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE SUMMIT COUNTY BUDGET COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL
OFFICER**

WHEREAS, the Village, in accordance with the provisions of law, has previously adopted a tax budget for the next succeeding fiscal year commencing Jan.1, 2027; and

WHEREAS, the Budget Commission of Summit County, Ohio, has certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the 10-mill limitation.

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

SECTION 1. That the amounts and rates as indicated by the Budget Commission and County Fiscal Officer, which are attached hereto and incorporated herein by reference, are hereby accepted.

SECTION 2. That there be and there is hereby levied on the tax duplicate of the Village the rate of each tax necessary to be levied within and without the 10-mill limitation, as is indicated in the exhibit that is attached hereto and incorporated herein by reference.

SECTION 3. That the Village Fiscal Officer is authorized and directed to send a copy of the within Resolution to the County Fiscal Officer and Budget Commission prior to the deadline specified by the Fiscal Officer for certifying such rates.

SECTION 4. 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 5. 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, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

Katie Iaconis, Fiscal Officer

SUMMIT COUNTY BUDGET COMMISSION CERTIFICATION OF TAX LEVY
(ORC Sections 5705.34 & 5705.35)

POLITICAL ENTITY: **PENINSULA VILLAGE**
ESTIMATE

Tax Year 2026/Collection Year 2027

THE VALUATIONS AND TAX RATES REFLECT TAX YEAR 2026/COLLECTION YEAR 2027

LEVIES INSIDE AND OUTSIDE 10 MILL LIMITATION, INCLUSIVE OF DEBT LEVIES

Date: August 3, 2026

1. RES/AG REAL VALUE	25,237,200
2. OTHER REAL VALUE	2,198,400
3. TOTAL RES/AG & OTHER REAL VALUE	27,435,600
4. PUBLIC UTILITY PERSONAL VALUE	1,494,806
5. TOTAL REAL & PUBLIC UTILITY VALUE	28,930,406

Date: August 3, 2026											THIS ESTIMATE REFLECTS LESS THE PENDING EXEMPTION ASSESSED VALUATION					
FUND TYPE CLT FUND #	PURPOSE	Authorized by the Voters on Ballot MO/DAY/YR	Number of Years Levy to Run	Tax Year	Collection Year	Maximum Rate Authorized to be Levied	REDUCTION FACTOR		EFFECTIVE RATE TO BE LEVIED	TOTAL REAL & PU LESS PENDING EXEMPTION VALUE				ROLL BACK		
							Begin/Ends	Begin/Ends		RES/AG OTHER	RES/AG OTHER	RES/AG OTHER	OTHER		PUBLIC UTILITY	TOTAL
POLICE PROTECTION 61 00	Current Expense	Repl. 11/06/01	Cont.	01/NA	02/NA	3.50	0.481982 0.297123	1.813028 2.460069				\$45,756	\$5,408	\$5,232	\$56,396	Y
ROAD IMPROVEMENT 71 00	Current Expense	Renewal 11/04/25	5	26/30	27/31	3.00	0.306974 0.201073	2.079078 2.396781				\$52,470	\$5,269	\$4,484	\$62,223	N
GENERAL 01 00	Inside					0.62		0.620000 0.620000				\$15,647	\$1,363	\$927	\$17,937	Y
TOTALS						7.12		4.512106 5.476850				\$113,873	\$12,040	\$10,643	\$136,556	

NOTE: The ROLLBACK column added to this certificate represents the recently passed state budget, beginning with tax year 2013 the ten and two and one-half percent rollbacks will no longer apply to new levies that are enacted after the August 2013 election. These non-qualified levies include additional levies, the increase portion of renewal with increase levies, and the full effective millage of replacement levies. Levies that will continue to qualify for application of the rollbacks are levies approved at or before the August 2013 election, inside and charter millage as they appear on the 2013 tax list, renewals of qualified levies, and the substitute of qualified school district emergency levies under Revised Code section 5705.199. In this column the Y indicates the levy qualifies for the 10% and 2 1/2% rollback. The N indicates the levy does not qualify for the 10% and 2 1/2% rollback.

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 18-2026

INTRODUCED BY: _____

DATE PASSED: _____

AN EMERGENCY RESOLUTION AUTHORIZING OHM ADVISORS (“OHM”) AND/OR JASON POPIEL, SENIOR PROJECT MANAGER WITH OHM, TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) ON BEHALF OF THE VILLAGE OF PENINSULA AND AUTHORIZE VILLAGE MAYOR DANIEL SCHNEIDER, JR. TO EXECUTE ANY REQUIRED CONTRACTS UNDER THE OPWC PROGRAMS

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Village of Peninsula (“Village”) is planning to make capital infrastructure improvements along the Rt. 303 corridor; and

WHEREAS, the infrastructure improvements described in this Resolution are a priority need for the Village and constitute a qualified project under the OPWC programs.

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

SECTION 1. That OHM Advisors and Jason Popiel, Senior Project Manager with OHM Advisors, are hereby authorized to apply to the OPWC on behalf of the Village for funds under the programs described above.

SECTION 2. That Daniel Schneider, Jr., the Village Mayor, is authorized to enter into and execute any necessary and appropriate agreements for obtaining financial assistance under the OPWC programs.

SECTION 3. 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 4. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula because this Resolution is necessary for the application to be submitted and needs to be effective prior to any upcoming application filing deadlines. 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, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

Katie Iaconis, Fiscal Officer

VILLAGE OF PENINSULA, OHIO

ORDINANCE NO.: 19-2026

INTRODUCED BY: _____

DATE PASSED: _____

**AN ORDINANCE AMENDING SECTION 125.08 OF THE ADMINISTRATIVE CODE
REGARDING MEETING VIDEO WITH AUDIO RECORDINGS
AND MEETING MINUTES**

WHEREAS, on March 10, 2026, Council adopted Ordinance 05-2026, establishing Section 125.08 of the Village Administrative Code, that in part, imposed a requirement that the minutes for Village public meetings be approved and posted within two months of the date on which the meeting is held; and

WHEREAS, upon further reflection, Council desires to amend the above timeframe from two months to seventy days.

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

SECTION 1. Council hereby amends Section 125.08 of the Administrative 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, 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

125.08 MEETING VIDEO WITH AUDIO RECORDINGS AND MEETING MINUTES.

(a) As soon as the Village obtains the technology to do so, all Village public meetings shall be video recorded with audio. The unedited, raw, video with audio recordings shall be posted to the Village website, another publicly accessible site, and/or a public media channel within four business days of the meeting.

(b) Minutes for Village public meetings shall be approved and posted within ~~two months~~ seventy days of the date on which the meeting is held.

CONTRACT WITH VILLAGE ENGINEER

This Agreement is entered into this 13th day of January, 2026, by and between the Village of Peninsula, Ohio ("Village"), an Ohio municipal corporation, and Edward McCabe on behalf of McCabe Engineering Corp., 4300 W. Streetsboro Road, Richfield, Ohio 44286, licensed engineers.

WHEREAS, from time to time, the Village requires the services of a Village Engineer; and

WHEREAS, in 2021, the Village requested proposals from persons and firms interested in being appointed as the Village Engineer, and Edward McCabe of McCabe Engineering Corp. was ultimately selected and appointed as the Village Engineer by the Mayor and Council in connection with that professional contracting solicitation process; and

WHEREAS, Edward McCabe of McCabe Engineering Corp. was subsequently re-appointed as the Village Engineer by the Mayor and Council in 2022, 2023, 2024, 2025, and 2026; and

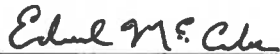
WHEREAS, the Village and Edward McCabe of McCabe Engineering Corp. desire to enter into an Agreement to set forth the terms of the appointment and service as Village Engineer.

NOW THEREFORE, the Village, through its Mayor and as Certified by its Fiscal Officer, hereby enters into the within Agreement regarding Edward McCabe of McCabe Engineering Corp.'s service as the Village Engineer, as follows.

1. Term. This Agreement is effective when executed by both parties and shall expire on December 31, 2026. This Agreement may be terminated by either party at any time with the provision of written notice to the other party.

2. Scope of Work and Compensation. Mr. McCabe and Engineers from McCabe Engineering Corp. shall provide engineering services requested by the Mayor and/or Council at the rate of \$135 per hour. After the conclusion of each month, McCabe Engineering Corp. shall send an invoice to the Village identifying the work performed for and time billed to the Village for the month. Payment on invoices shall be due within 30 days of the Village's receipt of the invoice.

Edward McCabe/McCabe Engineering Corp.



Edward McCabe, Engineer and President

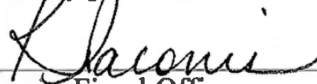
Village of Peninsula



Daniel Schneider, Jr., Mayor

Certificate of Fiscal Officer

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



Katie Iaconis, Fiscal Officer



HANNA CAMPBELL & POWELL, LLP

August 18, 2026

Via Facsimile at bbryan@gbs-llp.com

Bradric T. Bryan, Esq.
Goodwin & Bryan, LLP
22050 Mastick Road
Fairview Park, OH 44126

Dear Mr. Bryan:

This letter is to confirm that Peninsula Village has retained the services of Hanna, Campbell & Powell LLP, to defend it in connection with the workers' compensation claim of Crystal Casterline. Representation will be provided at a rate of between \$275.00 and \$195.00 per hour for partners and a rate of between \$190.00 and \$150.00 per hour for associates. Any paralegal work required will be billed at between \$135.00 and \$95.00 per hour. These rates are current and are subject to review and revision annually. You will receive notice of any rate changes.

Please note that this representation may be concluded at any time by either party. Said conclusion of representation shall be made in writing.

Peninsula Village will be responsible for costs or expenses incurred during the course of our representation. These expenses may include, but are not limited to, such items as computer assisted legal research, travel expenses, depositions, expert witnesses, court costs, and filing fees.

Total legal fees, costs, and expenses shall not exceed \$20,000.00 without prior authorization from Peninsula Village.

Our firm creates a separate file for each matter that we are retained to handle for each of our clients. Whenever a matter reaches its conclusion, we close the file for that matter and house it to off-site storage. **It is our firm's policy to dispose of all client files three years after the matter has been concluded. This is the only notice you will receive concerning our file retention policy.** If for any reason it is important to you that the file for your matter be kept for more than three years, please notify us of that fact in writing upon your receipt of this letter. If we do not hear from you, we will dispose of your file three years after the matter is concluded.

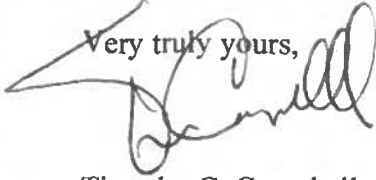
Bradric T. Bryan, Esq.

Page 2

August 18, 2026

On behalf of our firm, I thank you for this opportunity to be of service to Peninsula Village, and look forward to working with you. Should you have any questions or would like to discuss anything further, please do not hesitate to contact me. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Timothy C. Campbell", written over the closing "Very truly yours,".

Timothy C. Campbell

TCC/cms

4929-7357-1784, v. 1