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RES 2025-16 AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TECHSPERT DATA SERVICES LLC FOR CYBER DEFENSE SERVICES (23096454_3).pdf

ORD 2025-17 AMENDING SECTION 155.03, WATER DEBT SERVICE FUND, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF GATES MILLS(23096286_2).pdf

ORDINANCE 2025-18 AMENDING CHAPTER 131, COUNCIL, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF GATES MILLS(23103738_1).pdf

**VILLAGE OF GATES MILLS
COUNCIL AGENDA
APRIL 15, 2025
5:30 p.m.**

COUNCIL CHAMBERS, VILLAGE HALL, 1470 CHAGRIN RIVER ROAD

(Livestream available on YouTube – click on the link on
www.gatesmillsvillage.com to watch)

1. Roll call.
2. State Representative Dan Troy – Issue 2
3. Minutes of Special Council meeting of February 10, 2025. Clerk.
4. Minutes of Special Council meeting of March 13, 2025. Clerk.
5. Minutes of Special Council meeting of March 16, 2025. Clerk.
6. Minutes of Regular Council meeting of March 18, 2025. Clerk.
7. Pay Ordinance # 1296 \$518,367.98. Clerk.
8. Mayor’s Report. Mayor.
 - a. TechSpert Data Services LLC – Adam Siemienski.
 - b. Encore.
 - c. Pedestrian Bridge.
 - d. Senior Services.
9. Financial Report. Mayor.
10. Clerk’s Report. Clerk.
11. Police Department Report. Minichello.
12. Service Department Report. Biggert.
13. Fire Department Report. Majeski.
14. **Resolution No. 2025-14** (First Reading) Siemborski.

A Resolution Authorizing Participation in the ODOT Road Salt Contracts
Awarded in 2025.

15. **Resolution No. 2025-15** (First Reading) Siemborski.

A Resolution Declaring it Necessary to Renew an Existing 3.5 Mill Tax Levy for the Purpose of Current Expenses Pursuant to Ohio Revised Code Sections 5705.19(A) and 5705.191, Requesting the County Fiscal Officer to Certify the Total Current Tax Valuation of the Village and the Dollar Amount of Revenue that Would be Generated by that Renewal Levy, and Declaring an Emergency.

16. **Resolution No. 2025-16** (First Reading) Siemborski.

A Resolution Authorizing the Mayor to Enter into a Professional Services Agreement with TechSpert Data Services LLC for Managed Information Technology Services.

17. **Ordinance No. 2025-17** (First Reading) Siemborski.

An Ordinance Amending Section 155.03, Water Debt Service Fund, of the Codified Ordinances of the Village of Gates Mills.

18. **Ordinance No. 2025-18** (First Reading) Siemborski.

An Ordinance Amending Chapter 131, Council, of the Codified Ordinances of the Village of Gates Mills.

19. Other Council Matters.

20. Business from the Audience.

21. Adjourn.

Proposed Ordinances and Resolutions on the Agenda may be obtained by calling
Village Hall, 440-423-4405.

Village of Gates Mills
MINUTES OF A SPECIAL MEETING OF COUNCIL
February 10, 2025

A special meeting of the Council of the Village of Gates Mills, Ohio was held at the Village Town Hall Council Chambers on Monday, February 10, 2025 at 5:45 p.m. with Mayor Siemborski presiding. The meeting was livestreamed to the internet.

1. Roll Call starts at 14:09

Councilmembers present: Atton, Broome, Deacon (via Zoom), Press, Steinbrink, Turner.

Other Village officials present were Clerk DeCapite.

Councilmember Turner moved to excuse Councilmember Welsh. Councilmember Press seconded the motion. NOTE: Councilmember Welsh successfully connected to the meeting via Zoom at 6:05 p.m. after over thirty minutes of failed attempts.

Ayes: Atton, Broome, Press, Turner.

Nays: Steinbrink

Motion carried.

Mayor Siemborski stated the purpose of our meeting is to look at our accomplishments in 2024, our priorities in 2025, and discuss some areas where we could work better as a team between Administration and Council and collaborate better with Village organizations and neighboring communities. Oftentimes our regularly scheduled Council meetings are consumed by the business of the day, and we don't have time to talk about the strategic issues and the larger priorities.

At 17:43 Councilmember Turner made introductory remarks. This special council meeting is different than a regular council meeting because the focus is on us - what we accomplished last year, and how we went about achieving our mission. How do we bring about the best in each other and recognize one another's contributions? We are here to take the time to reflect, to create some new connections among us, and to have a better understanding - which can generate some excitement, enthusiasm, and energy.

2. Ice Breakers starts at 20:47

Councilmember Turner asked Council and the Mayor to write answers to:

- What one word or phrase best describes you?
- What are you most passionate about?
- What has been your most fun experience ever?
- What is your least favorite chore?

Answers were discussed in pairs - Siemborski/Broome, Steinbrink/Atton, and Press/Turner. Deacon and Welsh each did this in advance with Councilmember Turner.

At 31:51 Councilmember Welsh connected to the meeting via Zoom. He had been trying to do so for over thirty minutes.

At 34:24 Councilmember Turner asked the pairs to let their partner know what they learned and didn't know before.

At 35:53 Councilmember Turner referred to the Worksheet for Collaboration, Question 1 - Think of a specific time when you were most effective in a Council meeting. What made it so? How did you know?

Atton - The 2024 meeting agendas were boring and he can't recall one excellent discussion of a topic. It's in between meetings when we spend more time together in small groups and kick things around that's important.

Press - agrees - there's a reluctance on Council to engage in debate on issues.

At 38:13 Councilmember Turner moved to Question 2 from the Worksheet for Collaboration - Give an example of a Council meeting last year when members were engaged, open-minded, communicative, and productive.

Turner - She supported a bike path down Gates Mills Blvd and it was defeated by Council. She was effective by presenting the measure, accepting the outcome, and moving on with no ill will.

Deacon - We worked together well on the zoning appeal. Some things we can't talk about because we were in executive session.

Press - Our executive session discussions are the best discussions we have. People seem more willing to engage.

Broome - He also chose the 640 zoning appeal as an example of all Council contributing. When in executive session, Council is grilling the Law Director with their ideas and trying to get his input. We start asking questions and that helps get us talking.

Turner - We get engaged by asking questions. In a council meeting, we don't ask questions of one another - we are making statements about our opinions.

Councilmember Turner suggested there is merit to questioning one another or asking to understand a little bit better where you're coming from as a way to generate conversation in a regular council meeting.

At 48:09 Councilmember Turner moved to Question 3 from the Worksheet for Collaboration - What would you like from Councilmembers to help you be your best?

Turner - I am aware that sometimes I'm not very clear in what I say. If somebody were to say to me "please clarify" or "did you mean", that helps me to clarify what it is that I said. Dead silence is uncomfortable and prompts me to be a little more withdrawn.

Siemborski - Put out a compliment to Mr. Atton that he has been clearer over the last two months indicating which questions are important for decision making and which questions

are for curiosity's sake. That helps the Mayor and the front office sort out what is relevant and should be addressed first.

Atton - We all have different styles, backgrounds, and training. When asked by Councilmember Turner what do you need from us, he replied when I ask a question, I'd like you to say that's a good question or that's a crap question. If you told me it's a crappy question or irrelevant, I'd say can we just talk about that for a moment.

Deacon - She finds that answer judgmental. How you ask the question is as important as the content of the question.

Turner - It's interesting to hear Councilmember Atton acknowledge that the question is important, good or crappy, but how it is posed, with what words, with what tone of voice really doesn't matter.

Atton - The question isn't important. The answer is important.

Press - He likes the way the Mayor goes around the room and asks each individual what do you think. That tends to get people talking.

Steinbrink - While everyone's background is important, what shapes the questions and attitudes more is why people ran for the seat were sitting in now. I ran because I love the village and don't want it to change. Some people are more direct than others. Other people would not be comfortable having such a direct conversation in a public forum with the camera rolling. I feel like government should be boring; the pace of change should be glacial; things should be very well thought out; residents should not be surprised; people expect the government to operate very methodically. I was brand new on P & Z when residents filled the building during 781. If the residents aren't happy with something, they will let you know.

Atton - Word got out. That's why we're supposed to be transparent. That idea took people by surprise and they stopped it before it happened.

Press - I'm like David. I'm here today because of 781 to a large extent. That project was much further down the road than anyone thought and there was no communication to the village at all.

Broome - What they came to P & Z with was not a formal plan at all in any way. They were trying to get an advisory opinion out of us. Not only did we say we don't give advisory opinions, but I could not have been more emphatic to those guys that there's zero chance. It was a dead issue that was going nowhere. While trying to learn why we do this and why we do that for the last year, like David, I find that sometimes all the routine things we do seem rather boring. We have to realize that the operations of the village - safety forces and service dept and everything - run pretty well, and every year that they run and the roads get fixed and the emergency repairs get made, those are accomplishments nevertheless by the Council and the Mayor for making sure that all that happens and that the village operates within budget. What else are we doing here? The most important thing is what do we do to provide for the general welfare of the village, and the answer to that at times may be we don't do anything except keep it going the way it's going right now.

Conversation turned to the zoning charter amendment motion, and Councilmember Turner asked to table it and to agree this is a big issue for everybody around Council. We need to get this resolved; it won't be tonight. What she also is going to take away is that a good council meeting is when we do the small stuff. That's important; even if it's boring, we are doing our job; keep the train running on time. Councilmember Atton stated in corporate life there is an assumption the day-to-day operations are going well - you keep an eye on them, but you don't talk endlessly about them. You talk about the things that

will change the future; not sustain the present. Councilmember Press said the amount of air time that changing the future gets is very small compared to running the train. There are four items that came out of the Comprehensive Plan that we haven't even talked about at Council. Mayor Siemborski advised they are now on the 2025 priorities listing.

At 1:15:47 Councilmember Turner moved to Question 4 from the Worksheet for Collaboration - What does the Mayor do exceptionally well at Council meetings that you would like to see more often? One piece of feedback received - the Mayor asks each Councilmember if they have more to add before calling for a vote.

Turner - Crisp, concise language in his remarks. Can answer questions clearly. Works toward consensus.

Atton - I do get the feeling you have your personal priorities about what we talk about, and they seem to be unchangeable. You're a very determined man. You're a leader. I think Council needs to be inputting to that process, so you might actually change your mind at some point.

At 1:18:22 Mayor Siemborski presented the 2025 Priority Listing he created for the purpose of getting Council input today and going forward. If there are things that aren't on here that you think are priorities, great, please advise. You all helped me put these three priorities together (Safety, Environmental Stewardship, Community Engagement), so I don't see these necessarily my priorities as much as they are priorities for the village that in my role I will then move forward and administer these the best we can with Council's sign off on things at the appropriate time. The other stuff at the bottom is other important things that may not be strategically critical but it's got to get figured out, so it's going to be on the list this year for someone to take care of.

At 1:21:30 Councilmember Press discussed two items to be added to the priorities list - 1) some of the housing in Gates Mills is viewed as dilapidated and we could create a tax abatement program to encourage people to invest in their homes, and 2) Mayfield Schools is one of the negatives for Gates Mills in the external perception of the village versus other communities. Is it a real problem or a perception problem?

At 1:24:43 Councilmember Welsh commented that it's a wonderful pleasure working with you people. My biggest thing in the village is communication. Gates Mills is a place all of us love the same and don't change anything. I can't thank you enough for all the support you've given me.

At 1:26:28 Councilmember Broome commented about his reluctance to use the term master or comprehensive plan. It lent the residents to start thinking that Council was cooking up some big changes, and we're going to transform the place. Maybe contingency plan is the better term - what happens if one of the uses that's currently being put to the buildings in the village changes? Do we not have any idea about what we ought to do? What are the boundaries of what are possible, and how would we get there if these changes were to happen? The school property is owned by the school; they could do with it as they please. Councilmember Press thinks we're more at risk on the livery tavern and the post office.

3. Review of 2024 starts at 1:29:43

Councilmember Turner suggested each person give one accomplishment for 2024 rather than three, as time is running out.

Broome - Coming in under budget. The Encore program.

Press - Tree canopy.

Steinbrink- Efficient government surplus.

Deacon - Coming to grips with the Comprehensive Plan and moving forward with tactical plans. How we are going to prioritize all the priorities is a concern. We can't do everything.

Welsh - We own it all now, so we can do what we want. We can say no.

Turner - Weekend staffing at the fire station and the cadet program.

4. Summary and Next Steps starts at 1:34:32

Councilmember Turner summarized there were a couple things discussed which we can pick up at another Council meeting. Her hope for tonight was to discuss and learn who we are, why we're here, what we're about, what our styles are, so that we might be more open and show more curiosity and context as we move forward this year. Perhaps we can do these meetings 2-3 times a year. Some communities have meetings of the whole where they get together, talk about topics, and they don't vote. It's a way to understand people's perspectives before you get into a voting meeting. Thank you everyone.

At 1:36:37 Mayor Siemborski suggested by next Tuesday, Councilmembers make revisions to the wording of the draft two question survey on the three elements of zoning change created by Councilmember Press and the Mayor that will be delivered to each Councilmember electronically tomorrow, or say it's not necessary, or tell us you love it. It will be on the agenda next Tuesday.

5. Priorities for 2025 starts at 1:37.30

Time being short, the Mayor asked if there were any items on the 2025 Priority Listing to be talked about briefly.

Broome - Salt bin. That's the first he's heard of it. The Mayor replied the roof is caving in. It's going to be a \$400,000 type expenditure. We've put in the budget for this year about \$35,000 - \$50,000 for design and engineering costs. Several communities have received grants for this.

Steinbrink - The top three priorities are all consistent with what we've talked about before. No surprises.

The Mayor expounded on item 3 under Other Important Items, "evaluate repairs needed for the railroad walking bridge". The bridge is 110 years old. The last report done in 2009 concluded that while the bridge was in good shape, here are things that need to get fixed. Nothing has been done. We paid a few thousand dollars to have the report updated including an estimate of cost to repair. It will be a six to seven figure number. Councilmember Welsh suggested private donations. The Mayor stated the Historical

Society applied for state money several years ago. They were not successful. We are going to start that process again with a little more rigor.

Regarding item 5 under Other Important Items, “consider a master plan for the Village Center”, maybe we call that “contingency plan” as suggested by Councilmember Broome. The Mayor said we have a lot of stuff going on, how does it all fit together, and what if something unforeseen did happen.

Mayor Siemborski suggested not having Council Matters as a standard agenda item, but instead have a protocol whereby if you want something on the council meeting agenda, you notify him two weeks in advance. That way there is time to talk about if it’s Council level material, or is it something that can be answered, and if it is, what material do you need. Then we won’t have surprises that we are not prepared for at the end of the meetings. All Councilmembers were canvassed and agreed.

6. Adjourn

There being no further business, it was moved by Councilmember Broome, seconded by Councilmember Steinbrink, and unanimously carried, that the special council meeting be adjourned.

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Steven L. Siemborski, Mayor

Village of Gates Mills
MINUTES OF A SPECIAL MEETING OF COUNCIL
March 13, 2025

A special meeting of the Council of the Village of Gates Mills, Ohio was held at the Village Town Hall Council Chambers on Thursday, March 13, 2025 at 9:00 a.m. with Mayor Siemborski presiding. The meeting was live-streamed to the internet.

Councilmembers present: Atton, Broome, Deacon, Press, Steinbrink, Turner.

Other Village officials present were Finance Administrator Mulh, Law Director Hunt, and Clerk DeCapite (arrived at 11:25 a.m.).

1. Motion to appoint Acting Clerk starts at 0:59

Councilmember Steinbrink made a motion to appoint Finance Administrator Mulh as Acting Clerk. Councilmember Press seconded the motion.

Ayes: Atton, Broome, Deacon, Press, Steinbrink, Turner.

Nays: None

Motion carried.

2. Introduction - starts at 1:23

Mayor Siemborski stated we are here today to fulfill a requirement in the Charter occasioned by the vacancy on Council with the passing of Ed Welsh. We want to recognize Ed and his over 25 years of service as a Councilman and as a Trustee on many of our organizations.

There is a two sentence mandate in the Charter to fill Ed's spot. There is no specific process that is outlined. With Council, we have agreed on a process that will include an information session to explain to potential candidates what a Council position entails, the responsibilities, and the rules. We had that on Monday, March 10 in this chamber. We agreed the second step would be to interview all candidates. There are five that are interested in the position. All five have responded to and returned our advance questions and/or resumes - this material was sent to Council last night. We also agreed that after the interviews, whether it be today or Sunday, we would deliberate and Council will make a decision.

Each interview will last for 30 minutes with a 5 minute warning that we're coming to the end. Councilmember Turner advised there are six questions that came from the original pool of questions. Some of the questions in the pool were already in the pre-interview packet, and the remaining questions were combined into these six questions. Each of the six Councilmembers has been assigned one question to ask all candidates in the same order. The goal is consistency among candidates. Hold any follow up questions until the end after all six questions have been asked.

Councilmember Steinbrink expressed excitement at the candidates we have - a very diverse group of candidates and backgrounds and a lot to bring to village government and residents. Councilmember Press agreed - we are spoiled for choice.

The order of Councilmembers and their questions follow:

Sandra Turner -

During your preparation for today's interview, what is one thing that you learned that you didn't know previously and found interesting or significant?

Craig Steinbrink -

What skills do you believe a person needs in order for a group to work cohesively for the greater good of the Village?

Michael Press -

What skills, talents, or experience do you have that would be complementary and not duplicate those that already exist on Council?

Laurie Deacon -

As a Councilmember, how would you handle questions from residents about issues they are having with the Village?

David Atton -

How should Council balance transparency with confidentiality?

Scott Broome -

Hypothetically you are on the minority side of a Council vote, what do you see as your next step?

3. Interviews - starts at 12:18

- 12:18 - 41:15 Meghan Perez
- 44:27 - 1:17:55 Charles M. Spear
- 1:22:34 - 1:48:05 John Onysko
- 1:57:41 - 2:23:20 Grace Ann Bourne
- 2:27:00 - 2:48:56 Alfred R. Cowger, Jr.

Councilmember Turner canvassed Council and it was agreed deliberation would take place on Sunday, March 16 at 4 p.m. when Council will go into Executive Session. Councilmember Deacon suggested evaluations focus on some competencies, and she has made a note of some and will send them around to give Councilmembers a way of evaluating each candidate systematically.

4. Adjourn

There being no further business, it was moved by Councilmember Broome, seconded by Councilmember Deacon, and unanimously carried, that the special council meeting be adjourned at 11:55 a.m.

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Steven L. Siemborski, Mayor

Village of Gates Mills
MINUTES OF A SPECIAL MEETING OF COUNCIL
March 16, 2025

A special meeting of the Council of the Village of Gates Mills, Ohio was held at the Village Town Hall Council Chambers on Sunday, March 16, 2025, at 4:00 p.m. with Mayor Siemborski presiding.

1. Roll call

Councilmembers present: Atton, Broome, Deacon, Press, Steinbrink, Turner.

Other Village officials present were Clerk DeCapite.

2. Executive Session

Councilmember Atton made a motion to go into Executive Session to consider applicants to fill an Official Role. Councilmember Deacon seconded the motion.

Ayes: Atton, Broome, Deacon, Press, Steinbrink, Turner.

Nays: None

Motion carried. Executive Session commenced at 4:04 p.m.

Mayor Siemborski reconvened the meeting at 5:35 p.m.

3. Motion to appoint new Councilmember

Councilmember Press made a motion to appoint John Onysko to fill the vacant Council seat for the term expiring December 31, 2027 due to the passing of Ed Welsh. Councilmember Atton seconded the motion.

Councilmember Broome commented the decision between the outstanding candidates was very close. He hopes all candidates are encouraged to run in the November election or to contribute their talents well suited for involvement in other village organizations.

Councilmember Turner thinks 1-1/2 hours in Executive Session indicates it was a hard decision.

Councilmember Deacon said there are roles for all the applicants if they are interested.

Ayes: Atton, Broome, Deacon, Press, Steinbrink, Turner.

Nays: None

Motion carried.

4. Adjourn

There being no further business, it was moved by Councilmember Broome, seconded by Councilmember Steinbrink, and unanimously carried, that the special council meeting be adjourned at 5:38 p.m.

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Steven L. Siemborski, Mayor

Village of Gates Mills
MINUTES OF A REGULAR MEETING OF COUNCIL
March 18, 2025

A regular meeting of the Council of the Village of Gates Mills, Ohio was held at the Community House on Tuesday, March 18, 2025, at 5:30 p.m. with Mayor Siemborski presiding. The meeting was live-streamed to the internet.

1. Roll Call starts at 1:34

Councilmembers present: Atton, Broome, Press, Steinbrink, Turner.

Other Village officials present were Clerk DeCapite, Service Director Biggert, Police Chief Minichello, Fire Chief Majeski, and Law Director Hunt.

Councilmember Steinbrink moved to excuse Councilmember Deacon, and Councilmember Broome seconded the motion.

Ayes: Atton, Broome, Press, Steinbrink, Turner.

Nays: None

Motion carried.

Mayor Siemborski advised that Mr. John Onysko, who was recently appointed by Council to fill Councilmember Ed Welsh's seat, is on Zoom today. He could not make this first meeting given the short amount of time but is going to listen to the discussion.

2. Reflection on Councilmember Ed Welsh starts at 2:32

The Mayor spoke of Ed's passing on February 24th and his devotion over the 25 years he served on Council. Ed's chair was retired and gifted to his family - a longstanding tradition reminding us of pre-Covid times when Council sat at the large council table in the town hall to discuss issues and legislation without the use of microphones, Zoom, or live streaming.

3. Oath of Office New Councilmember starts at 5:48

The Mayor discussed the vacancy created by Ed's passing. The Charter of the village provides for Council to fill the seat in 30 days with very little guidance on how to do that. Council and the Mayor agreed to first inform villagers that Ed had passed away and the seat was vacant, and also to offer a short introduction session covering what it takes to be a Councilmember. Nine people attended that information session on Monday, March 10. Five individuals indicated an interest in being interviewed. Council and the Mayor agreed to prepare questions to distribute to candidates in advance for return prior to interviews on the morning of Thursday, March 13. Pursuant to the agreed plan, Council and the Mayor met Sunday, March 16 when deliberations were held in executive session as is permitted by law and lasted about an hour and a half. After that Council went back into normal session. There was a motion and a second and approval to appoint John Onysko to the open vacant seat. John accepted

the position on Monday. The oath of office will be administered when John returns sometime early next week.

4. Minutes of the Regular Council meeting of February 18, 2025 starts at 8:24

Councilmember Turner referred to the last paragraph on page 6 and provided wording for a clearer statement: “Councilmember Turner found Councilmember Atton’s comments about the process at P & Z during the 781 River Road meeting to mean that he supported the outcome of that process. However, he implied that the “administration” at that time was not supporting the process. It should be noted that such a statement is unfair”.

Councilmember Atton referred to page 5, last paragraph, line 3 and proposed modifying “we shouldn’t get too caught up in what we believe” by adding “as current Councilmembers”.

Councilmember Steinbrink questioned changing the content of the minutes based on what was meant or intended versus what was actually said, when the time stamp identifies where to go within the video for somebody wanting more detail. Discussion ensued.

At 15:40 Councilmember Atton proposed changing the word “stuff” to “matters” on page 8, last paragraph, line 7. Also “781 River Road” should be “781 Chagrin River Road” on page 5, last paragraph, line 5. Councilmember Turner disagrees with changing words when they are clear.

Councilmember Broome moved to approve the February 18, 2025 minutes as amended by Councilmembers Turner and Atton. Councilmember Press seconded the motion.

Ayes: Atton, Broome, Press, Steinbrink.

Nays: Turner

Motion carried.

5. Minutes of the Special Council Meeting of February 10, 2025 starts at 17:30

This item will be on the April agenda.

6. Pay Ordinance # 1295 \$715,047.81 starts at 18:35

Councilmember Steinbrink moved to approve Pay Ordinance #1295. Councilmember Broome seconded the motion.

Ayes: Atton, Broome, Press, Steinbrink, Turner.

Nays: None

Motion carried.

7. Mayor’s Report starts at 19:51

a. Committee Appointments

Per the document entitled Village Boards, Commissions and Committees, the Mayor is seeking approval of two appointments - 1) Katherine Goss, CEO and President of Lakeview Cemetery, to replace Ed Welsh as Chairperson of the Board of Cemetery Trustees, and 2) Doug Horner to replace Larry Frankel as Chairperson of the Service Committee, including oversight of the roads program and the waste/recycling contract. Larry Frankel retains his role as Chairperson of the Safety and Emergency Management Committee.

In addition, the Mayor sees six boards/commissions/committees that could be treated as ad hoc committees where we only need to staff people and a Chair if there's an issue. There are a few opportunities to merge a few committees into one, and three places where a committee could be dropped where it no longer needs to have a separate purpose. The Mayor asked Councilmembers for comments back and candidate suggestions for appointments still needed before the next meeting.

Councilmember Atton moved to approve the appointments of Katherine Goss and Doug Horner to chair the Board of Cemetery Trustees and the Service Committee, respectively. Councilmember Turner seconded the motion.

Ayes: Atton, Broome, Press, Steinbrink, Turner.

Nays: None

Motion carried.

b. Annual Report starts at 23:08

Mayor Siemborski presented the glossy Annual Report produced in house but for printing and mailing; most of the photography was done by staff or residents. Our achievements in 2024 needed to be documented within something more than the typical Mayor's annual review letter. Council and the Administration have taken the Comprehensive Plan work and used it as a guide, turned it into three strategic priorities - safety, environmental stewardship, and community engagement - and put those priorities into action. These three priorities and the accomplishments made are documented in the Annual Report. Extra copies and a pdf version are available.

8. Financial Report attached and, on the website, starts at 27:08

Mayor Siemborski reported we're expecting either \$240,000 or \$270,000 more, about 10%, in real estate taxes this year than last year due to the county reassessment. Councilmember Atton pointed out the real estate taxes on the front page are those that flow directly into the general fund. Two streams of real estate tax flow directly into special funds - Land Conservation and Police Pension Fund - so that reduces the number and the biggest increase is actually in the conservation fund.

Councilmember Press noted traffic camera revenue is down relative to our budget. He would have expected the number to be going the other way because we lowered the threshold. The Mayor indicated passes and people speeding are down. That may be seasonality. We need about two years of data before we can start relying on that as predictors.

9. Clerk's Report - None

10. Police Department Report attached and starts at 31:16

Police Chief Minichello read his report and added details. He announced the addition of part-time police officer Van Snider, currently a full-time officer with over 25 years of experience with the Mayfield Heights Police Dept. and a school resource officer at Lander Road Elementary for the past four years.

11. Service Department Report attached and starts at 35:17

Service Director Biggert advised the first major overhaul of the common areas since we finished the Mills Building was completed during Sarah's recent closure. The Service Dept. did the painting of the common area walls and bathrooms, and the carpet and tile flooring was subcontracted out - these items are our responsibility.

Councilmember Turner gave a shout out to John Pata for becoming a licensed CDL instructor and Nick Nemastil for passing the state CDL exam (Report Item #4).

Councilmember Atton asked what Phase 2 Stormwater mapping is (Report Item #5). The Service Director explained it is a requirement of the permit we hold with Ohio EPA allowing all of our stormwater to go into Lake Erie. We must show we know where all our stormwater structures are and how the system is working. If there are discharge problems down the line, we know how to look for it and where it could be coming from.

12. Fire Department Report attached and starts at 40:12

Fire Chief Majeski reported a recent seminar provided additional tactics to predict and deal with potential flash flooding in the future.

Councilmember Broome thanked firefighter Scott Magoch for 37 years of service.

13. **Resolution No. 2025-5 (Third Reading)** starts at 41:51

"A Resolution Authorizing the Mayor to Enter into a Service Agreement, an Indefeasible Right-to-Use Agreement, and a Grant of Right of First Refusal Agreement with Chagrin Valley GIG, LLC to Provide a Fiber Optic Broadband Communications Network in the Village of Gates Mills" was read by Mayor Siemborski. The preambles in the resolution summarize fairly well the evolution of this project since 2022. Councilmember Deacon has done a wonderful job, along with Michael Press as Council Representative, working with Chagrin Valley Gig. We used the volunteer time of two residents, Dennis Leazott and Rick Hymer, both knowledgeable in these kinds of areas. The documents were sent to John Onysko so he had a chance to familiarize himself. The Mayor wished to go around the table alphabetically to make sure everybody had a chance to comment.

At 44:04 Councilmember Atton stated he has seen a number of long term transactions driven by clear strategic benefits but undermined by overly optimistic pricing and lack of sustained long term overview from his experience at BP. His view of the proposed fiber arrangement with CVG is that it is based on a compelling strategy executing with a first class partner. However, he does not understand some of the

commercial aspects of the proposed agreements. The proposed prepayment of \$455,000 effectively provides, at no subsequent additional cost to the village, an upgradeable fiber service to the 11 village sites for 25 years and a roughly 8% average price discount on residential services for 7 years. This proposed prepayment would be paid to CVG when the service to be provided to the village sites is operational - possibly as early as this year. He does not understand the economic justification of the proposed prepayment which he thinks does insulate CVG from some of the residential subscription risk - something he expected the village to avoid. He does not understand how the prepayments are being secured against possible failure of CVG through the Indefeasible Right-to-Use Agreement. Section 4(d) of the Services Agreement is not sufficiently clear to endure 25 years of interpretation. Some illustrative quantitative examples of its application included in the binding documentation might be helpful for future village administration. His understanding was that CVG did not require any prepayment; it was an option made available to the village at the beginning of the process. Council might have been presented with a choice - either with or without prepayment. Finally, the village will need to conduct continuous oversight on CVG's current and future activities to ensure our residents are being served as promised in the proposed Services Agreement with CVG. That will be a 25-year project of oversight. In spite of his lack of understanding of some of the commercial terms, he is voting in favor of the resolution relying on our negotiating team having achieved their view of the best deal possible for Gates Mills.

At 47:26 Councilmember Broome said he has some hesitancy on the right-to-use and right of first refusal, but if it came to the point where the village really had a need for the OBT property, he supposes the village could buy our way out. Otherwise, he thinks they will be capable of doing the project. The big question he had concerned the need to increase faster than 1 gig upstream and downstream at some point. Their answer was that will occur - the system is capable of handling 10 gig. That's where their subscriber risk balances. If AT&T were to come in here and offer 3 gig, then CVGig would have to pony up to that or not. Fiber to the house underground is a great benefit. He is in favor.

At 49:47 Councilmember Press finds fiber optic is the way we want to go in the future. The agreement is directionally consistent with that. Councilmember Atton may be right - the agreement may not be perfect. However, CVG's offer is a lot better than whatever is in second or third place. So it's not a bad deal. Residents should understand we're not giving way for a monopoly. It's an option. Any resident can stay with their current server or sign up with new servers. Overall, although not perfect, it's a good thing.

At 50:56 Councilmember Steinbrink stated he is in support of this. This process started six years ago with the 2019 survey sent out to residents asking if they were happy with their internet service. We've done a lot of right things. Chagrin Valley Gig is relatively new, but we're a small rural village, and we don't have 5 or 6 different providers knocking down our door to offer this to residents. We're able to use a neighboring community as a free first look to see how things went and get some insight before moving forward. There aren't any obligations on residents. The village has security for 25 years along with the cell tower - if the power goes out and there is a large internet outage, we've got the cell tower as backup.

At 52:04 Councilmember Turner called this a huge step forward and an accomplishment. We have done our due diligence over time and come up with a wonderful solution. The comprehensive plan brought out the need for connectivity - business people sitting in their cars to do business because it was the best way they could connect was not a good look for the village. Bringing on a consultant who could go through an RFP and make this as objective as possible was a good move. The process has worked. Congratulations to Councilmember Deacon, the Mayor, and to all who have had a hand in bringing this to fruition.

Councilmember Press asked how many votes were needed for passage of the resolution. Law Director Hunt advised four votes.

At 53:44 Mayor Siemborski commented on the uptake risk mentioned by Councilmember Atton. Some would view that the village is the first body in eliminating some of the risk of who would be available. That's true, but we are not guaranteeing any uptake or any level of service by any resident. There's no penalty or requirement. Regarding capability to monitor, we know that. This is a utility, so there is monitoring done by others than us. But it is important for us, just as we do with our other utilities, to monitor and make sure our residents are getting fair service for their fair price.

The Mayor agreed we are fortunate to have second mover advantage behind Hunting Valley's first mover advantage. We checked again this morning, and they've had no problems in Hunting Valley on doing anything with burial delivery; all the lines currently in place have been buried; there is nothing hanging from any poles.

At 55:50 Mayor Siemborski detailed how an initial basic service price of \$115 was negotiated to \$84 for basic service plus the \$455,000 prepayment. We looked at what could we provide as a village as in kind services to drive the price down for our residents. We have the ability to let CVG hang their fiber under our bridges. That's something that they would otherwise have had to pay for, that's a value to them, and we used that as a cost reduction. We did the same thing with the OBT building and with several other services the village will be providing as CVG installs the fiber. The idea of prepayment of village service was attractive. The village will be paying less going forward for the next 25 years at a locked in price than we pay right now. Residents are locked in for 7 years. This was a good use of our balance sheet to get the price down for our residents. The goal was three things - buried service, access to every home and business in the village, and affordable prices. We have accomplished those.

Councilmember Atton moved to approve Resolution No. 2025-5 and Councilmember Press seconded the motion.

Ayes: Atton, Broome, Press, Steinbrink, Turner.
Nays: None
Motion carried.

Councilmember Press added he doesn't think any of us are smart enough to know what will be a good price in 25 years time. Most new technologies prices go down over time, not up.

14. **Ordinance No. 2025-10 (First Reading)** starts at 59:52

“An Ordinance Authorizing the Disposal by Sale of a Vehicle that is Unneeded for Village Purposes; and Declaring an Emergency” was read by the Mayor. It has been determined the Tesla vehicle should be replaced with an electric pickup truck, because the Tesla is not the best fit for police officers with equipment and gear, and the vehicle is needing more maintenance than when it was new. Selling the Tesla brings a higher price (\$29,800) than trading it in (\$24,000). The ordinance is in front of you today as an emergency because the price is only good until tomorrow.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Ordinance No. 2025-10 be placed on its final passage. Councilmember Steinbrink seconded the motion to suspend the rules.

Ayes: Atton, Broome, Press, Steinbrink, Turner.

Nays: None

Motion carried.

Councilmember Broome moved to approve Ordinance No. 2025-10 and Councilmember Turner seconded the motion.

Ayes: Atton, Broome, Press, Steinbrink, Turner.

Nays: None

Motion carried.

15. **Resolution No. 2025-11 (First Reading)** starts at 1:02:32

“A Resolution Authorizing the Mayor to Enter into a Professional Services Agreement with R. E. Warner and Associates, Inc. for Professional Engineering Services for a New Salt Dome” was read by Mayor Siemborski. Our current salt dome is in a perilous state and we will need a new one probably over the next 12 months. We had put into this year’s budget \$50,000 for initial assessment and design work - not for construction. The Service Director found a firm that can help us do that upfront work. The price came in higher than we were hoping at \$88,500 for two phases. We would only commit at this point to hire them for Phase One at \$6,500 which is the site preparation and three assessment drawings.

Service Director Biggert added Phase 1 is a study of how big the dome can be, the best location, and what the dome would look like. Other locations (Carpenter Road and Chagrin River Road at the old dump site) were discussed, but the rear yard seems to work best. Phase 2 covers preparing all the construction documents for bidding, helping us bid it, and then reviewing to determine our best option. We would then select a contractor out of those bidders to build the dome - hopefully not until next year as far as construction.

The Mayor indicated, although not critical, we did agree that we would get the design and funding pieces figured out in 2025.

Councilmember Turner moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2025-11 be placed on its final passage. Councilmember Press seconded the motion to suspend the rules.

Ayes: Atton, Broome, Press, Steinbrink, Turner.
Nays: None
Motion carried.

Councilmember Broome moved to approve Resolution No. 2025-11 recognizing we will only engage at this point for Phase 1 but the agreement will be full. Councilmember Turner seconded the motion.

Ayes: Atton, Broome, Press, Steinbrink, Turner.
Nays: None
Motion carried.

16. **Resolution No. 2025-12 (First Reading)** starts at 1:08:18

“A Resolution Accepting a Bid and Awarding a Contract for the 2025 Road Program; and Declaring an Emergency” was read by the Mayor. This is the fourth year of our road program. We received six bids. Included in the roads bid are Hillcreek, Andrews, county road maintenance, local road maintenance, and concrete replacement on Colvin. The bids came back at roughly \$1,200,000. If you subtract out Colvin (\$205,000), which was a maybe from the start, that would bring the road program down to \$1,000,000. We have about \$850,000 in the budget, so we either work the number down with the contractor or find dollars elsewhere.

Service Director Biggert reminded all that we have been approved for reimbursement of half the material cost for county road maintenance. The Mayor suggested that fact plus Andrews and Hillcreek, because of their condition, could put at jeopardy some of our own local roads and how quickly we do those.

Councilmember Turner moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2025-12 be placed on its final passage. Councilmember Atton seconded the motion to suspend the rules.

Ayes: Atton, Broome, Press, Steinbrink, Turner.
Nays: None
Motion carried.

Councilmember Steinbrink moved to approve Resolution No. 2025-12 and Councilmember Broome seconded the motion.

Ayes: Atton, Broome, Press, Steinbrink, Turner.
Nays: None
Motion carried.

17. **Resolution No. 2025-13 (First Reading)** starts at 1:13:45

“A Resolution Accepting a Bid and Awarding a Contract for the 2025 Guardrail Repair and Replacement Program; and Declaring an Emergency” was read by the Mayor. We had put \$100,000 in the budget for guardrail repair and replacement. With the sense being that the roads will cost us more than expected, the Village Engineer was asked to think about a number more like \$80,000 that we would reward this year.

Service Director Biggert reported two bids were submitted - Cuyahoga Fence for \$134,700 and Lake Erie Construction for \$121,460. He is familiar with and comfortable with Lake Erie Construction as they have done our guardrails in the past. He recommends entering into a contract with Lake Erie and, similar to the roads program, start with the worst guardrails (the S curves on Chagrin River Road and Wilson Mills hill) and continue until we reach the \$80,000 number. Hopefully we can get some of Brigham done. Regarding timing, the sooner we can get Lake Erie locked in, the better it will be.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2025-13 be placed on its final passage. Councilmember Steinbrink seconded the motion to suspend the rules.

Ayes: Atton, Broome, Press, Steinbrink, Turner.

Nays: None

Motion carried.

Councilmember Turner moved to approve Resolution No. 2025-13 and Councilmember Broome seconded the motion.

Ayes: Atton, Broome, Press, Steinbrink, Turner.

Nays: None

Motion carried.

18. Other Council Matters starts at 1:19:00

Mayor Siemborski received from Councilmember Atton earlier today potential items for the next agenda - the levy, timing of the levy, timing of the Conservancy levy vis-a-vis the economy and perhaps a contingency plan for some of our real estate, particularly the post office given the effects of Washington.

Councilmember Atton asked where are we on the discussions with the Hunt Club relating to the sewage integration project. The Mayor and Law Director indicated we will be ready in the next two weeks with a draft of a contract and a list of documents we would need from them in negotiation.

Councilmember Steinbrink asked if we would ever consider moving meetings back to Town Hall Council Chambers. Positive discussion ensued. What's on the agenda can impact where the meeting will be held. Next month's meeting will be held in Council Chambers since the Art Show will be at the Community House.

19. Business from the Audience - None

20. Adjourn

There being no further business, it was moved by Councilmember Broome, seconded by Councilmember Atton, and unanimously carried, that the council meeting be adjourned.

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Steven L. Siemborski, Mayor

Payment Listing

March 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
122-2025	03/03/2025	03/04/2025	CH	CHASE CARD SERVICE	\$8,606.01	C
123-2025	03/03/2025	03/04/2025	CH	VERIZON WIRELESS	\$654.23	C
124-2025	03/04/2025	03/04/2025	CH	PRIME PAY	\$81,630.64	C
125-2025	03/04/2025	03/04/2025	CH	EQUIVEST	\$2,507.00	C
126-2025	03/04/2025	03/04/2025	CH	OHIO DEFERRED COMP	\$7,862.30	C
127-2025	03/04/2025	03/04/2025	CH	OHIO DEFERRED COMP	\$1,120.00	C
128-2025	03/05/2025	03/04/2025	CH	OPERS PUBLIC EMPLOYEES	\$23,795.85	C
129-2025	03/05/2025	03/04/2025	CH	OHIO POLICE & FIRE PENSION	\$28,780.96	C
130-2025	03/05/2025	03/05/2025	CH	THE HARTFORD	\$219.84	C
131-2025	03/05/2025	03/05/2025	CH	CLEVELAND ILLUMINATING CO.	\$533.38	C
132-2025	03/05/2025	03/05/2025	CH	DIVISION OF WATER	\$9.85	C
133-2025	03/05/2025	03/05/2025	CH	DIVISION OF WATER	\$9.85	C
134-2025	03/05/2025	03/05/2025	CH	DIVISION OF WATER	\$9.85	C
135-2025	03/05/2025	03/05/2025	CH	DIVISION OF WATER	\$9.85	C
136-2025	03/05/2025	03/05/2025	CH	DIVISION OF WATER	\$9.85	C
137-2025	03/05/2025	03/05/2025	CH	DIVISION OF WATER	\$9.85	C
138-2025	03/05/2025	03/05/2025	CH	DIVISION OF WATER	\$14.19	C
139-2025	03/05/2025	03/05/2025	CH	DIVISION OF WATER	\$19.35	C
140-2025	03/05/2025	03/05/2025	CH	DIVISION OF WATER	\$62.74	C
140-2025	03/17/2025	03/17/2025	NEG ADJ	DIVISION OF WATER	-\$62.74	C
141-2025	03/05/2025	03/05/2025	CH	DIVISION OF WATER	\$337.60	C
142-2025	03/05/2025	03/06/2025	CH	CHASE BANK	\$2.50	C
143-2025	03/06/2025	03/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$101.19	C
144-2025	03/06/2025	03/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$118.43	C
145-2025	03/06/2025	03/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$193.44	C
146-2025	03/06/2025	03/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$430.20	C
147-2025	03/06/2025	03/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$485.64	C
148-2025	03/06/2025	03/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$1,019.59	C
149-2025	03/11/2025	03/11/2025	CH	VERIZON WIRELESS	\$654.23	C
150-2025	03/11/2025	03/11/2025	CH	PRIME PAY	\$500.02	C
151-2025	03/11/2025	03/11/2025	CH	ENBRIDGE GAS OHIO	\$304.00	C
152-2025	03/11/2025	03/11/2025	CH	ENBRIDGE GAS OHIO	\$173.00	C

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

4/8/2025 9:02:48 AM

Payment Listing

UAN v2025.1

March 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
153-2025	03/11/2025	03/11/2025	CH	CLEVELAND ILLUMINATING CO.	\$105.18	C
154-2025	03/11/2025	03/11/2025	CH	CLEVELAND ILLUMINATING CO.	\$106.22	C
155-2025	03/11/2025	03/11/2025	CH	DIVISION OF WATER	\$408.33	C
156-2025	03/12/2025	03/13/2025	CH	CHARTER COMMUNICATIONS	\$62.18	C
157-2025	03/12/2025	03/13/2025	CH	CINTAS CORPORATION #259	\$1,584.10	C
158-2025	03/12/2025	03/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$42.27	C
159-2025	03/13/2025	03/14/2025	CH	CLEVELAND ILLUMINATING CO.	\$606.12	C
160-2025	03/14/2025	03/14/2025	CH	CLEVELAND ILLUMINATING CO.	\$104.16	C
161-2025	03/17/2025	03/16/2025	CH	LYNDHURST MUNI COURT	\$21,940.00	C
162-2025	03/17/2025	03/17/2025	CH	ENBRIDGE GAS OHIO	\$410.34	C
163-2025	03/17/2025	03/17/2025	CH	CLEVELAND ILLUMINATING CO.	\$101.50	C
164-2025	03/17/2025	03/17/2025	CH	CLEVELAND ILLUMINATING CO.	\$101.70	C
165-2025	03/17/2025	03/17/2025	CH	CLEVELAND ILLUMINATING CO.	\$750.55	C
166-2025	03/17/2025	03/17/2025	CH	HOME DEPOT CRC	\$60.22	C
167-2025	03/17/2025	03/17/2025	CH	PRIME PAY	\$76,361.56	C
168-2025	03/17/2025	03/17/2025	CH	EQUIVEST	\$2,507.00	C
169-2025	03/17/2025	03/17/2025	CH	OHIO DEFERRED COMP	\$7,827.30	C
170-2025	03/17/2025	03/17/2025	CH	OHIO DEFERRED COMP	\$1,120.00	C
171-2025	03/20/2025	03/26/2025	CH	CIGNA HEALTHCARE	\$42,289.04	C
172-2025	03/24/2025	03/26/2025	CH	CLEVELAND ILLUMINATING CO.	\$1,176.94	C
173-2025	03/25/2025	03/26/2025	CH	DIVISION OF WATER	\$69.41	C
174-2025	03/26/2025	03/26/2025	CH	FIRST COMMUNICATIONS, LLC	\$2,877.33	C
175-2025	03/27/2025	03/29/2025	CH	FP MAILING SOLUTIONS	\$250.00	C
176-2025	03/31/2025	03/31/2025	CH	CHASE CARD SERVICE	\$6,513.84	C
177-2025	03/31/2025	04/01/2025	CH	STATE TREASURER OF OHIO	\$750.00	C
178-2025	03/31/2025	04/01/2025	CH	REDSS	\$100.00	C
179-2025	03/31/2025	04/01/2025	CH	LYNDHURST MUNI COURT	\$30.00	C
180-2025	03/31/2025	04/01/2025	CH	REFUND - MAYOR COURT OVERPAYMENT	\$10.00	O
181-2025	03/31/2025	04/01/2025	CH	LYNDHURST MUNI COURT	\$225.00	O
8269	03/14/2025	03/14/2025	AW	ADVANCE OHIO	\$524.16	C
8270	03/14/2025	03/14/2025	AW	AKE ENVIRONMENTAL, INC.	\$2,437.70	C
8271	03/14/2025	03/14/2025	AW	ARMS TRUCKING CO.	\$16,374.32	C

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

4/8/2025 9:02:48 AM

Payment Listing

UAN v2025.1

March 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8272	03/14/2025	03/14/2025	AW	BOCONEO	\$140.00	O
8273	03/14/2025	03/14/2025	AW	BURKE BROTHERS SOUND LLC	\$150.00	C
8274	03/14/2025	03/14/2025	AW	CARGILL, INCORPORATED	\$20,129.46	C
8275	03/14/2025	03/14/2025	AW	CHAGRIN VALLEY DISPATCH	\$11,419.30	C
8276	03/14/2025	03/14/2025	AW	CHAGRIN VALLEY TIMES	\$62.78	C
8277	03/14/2025	03/14/2025	AW	WILLIAM H. CHILDS, JR	\$100.00	C
8278	03/14/2025	03/14/2025	AW	MICHAEL E. CICERO	\$1,250.00	O
8279	03/14/2025	03/14/2025	AW	CINTAS CORPORATION #259	\$77.46	C
8280	03/14/2025	03/14/2025	AW	C.W. COURTNEY COMPANY	\$16,930.52	C
8281	03/14/2025	03/14/2025	AW	DISTILLATA COMPANY	\$262.55	C
8282	03/14/2025	03/14/2025	AW	DUSTBUSTER	\$1,020.00	C
8283	03/14/2025	03/14/2025	AW	ENGLBROOK CONSTRUCTION INC.	\$680.00	C
8284	03/14/2025	03/14/2025	AW	FP MAILING SOLUTIONS	\$197.70	C
8285	03/14/2025	03/14/2025	AW	GENUINE PARTS COMPANY	\$293.97	C
8286	03/14/2025	03/14/2025	AW	RICHARD KAWALEK ARCHITECT INC	\$100.00	C
8287	03/14/2025	03/14/2025	AW	KIMBALL MIDWEST	\$365.68	C
8288	03/14/2025	03/14/2025	AW	KOLSOM TIRES	\$1,506.08	C
8289	03/14/2025	03/14/2025	AW	TOM MAJESKI	\$48.76	C
8290	03/14/2025	03/14/2025	AW	NEWBURY TIRE CO. LLC	\$109.95	C
8291	03/14/2025	03/14/2025	AW	NICHOLAS NEMASTIL	\$45.25	C
8292	03/14/2025	03/14/2025	AW	NICOLA, GUDBRANSON & COOPER	\$3,902.50	C
8293	03/14/2025	03/14/2025	AW	PET WASTE ELIMINATOR	\$96.00	C
8294	03/14/2025	03/14/2025	AW	PRADCO	\$185.00	C
8295	03/14/2025	03/14/2025	AW	PRESTON FORD	\$495.53	C
8296	03/14/2025	03/14/2025	AW	RUGG'S PEST MANAGEMENT	\$130.00	C
8297	03/14/2025	03/14/2025	AW	SEDGWICK	\$3,760.00	C
8298	03/14/2025	03/14/2025	AW	SHERWIN WILLIAMS	\$174.83	C
8299	03/14/2025	03/14/2025	AW	SITEONE LANDSCAPE SUPPLY	\$384.16	C
8300	03/14/2025	03/14/2025	AW	CHARLENE STRASSHOFER	\$1,883.41	O
8301	03/14/2025	03/14/2025	AW	TAFT STETTINIUS & HOLLISTER LLP	\$12,152.00	C
8302	03/14/2025	03/14/2025	AW	TECHSPERT DATA SERVICES LLC	\$534.50	C
8303	03/14/2025	03/14/2025	AW	TREAS, STATE OF OHIO/BBS	\$11.24	C

Payment Listing

March 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8304	03/14/2025	03/14/2025	AW	TURNEY HOME & AUTO	\$377.74	C
8305	03/14/2025	03/14/2025	AW	ULLMAN OIL COMPANY	\$3,126.45	C
8306	03/14/2025	03/14/2025	AW	VANCUREN SERVICES, INC	\$3,400.00	C
8307	03/14/2025	03/14/2025	AW	VEDDA PRINTING	\$250.00	C
8308	03/14/2025	03/14/2025	AW	WINZER	\$185.69	C
8309	03/14/2025	03/14/2025	AW	ZOOM CAR WASH	\$176.00	C
8310	03/14/2025	03/14/2025	AW	THOMAS J COOK	\$300.00	C
8311	03/17/2025	03/16/2025	AW	JEAN MISCH	\$267.98	C
8312	03/17/2025	03/16/2025	AW	GATES MILLS LAND CONSERVANCY	\$44,180.34	C
8313	03/17/2025	03/16/2025	AW	BETTER MEADOWS & WOODLANDS, LLP	\$9,280.00	C
8314	03/17/2025	03/16/2025	AW	T.W.C. CONSULTING FORESTRY	\$1,500.00	C
8315	03/17/2025	03/16/2025	AW	NICOLA, GUDBRANSON & COOPER	\$3,430.00	C
8316	03/17/2025	03/16/2025	AW	SENSYS GATSO USA, INC.	\$25,004.00	C
8317	03/17/2025	03/17/2025	AW	STOW MUNICIPAL COURT	\$341.99	C
Total Payments:					\$518,367.98	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$518,367.98	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

ORDINANCE FOR PAYMENT OF BILLS

ORDINANCE NO. 1296

PASSED APRIL 15, 2025

TOTAL \$518,367.98

Clerk

Mayor

CLERK'S CERTIFICATE

I hereby certify that at the time of making the contracts or orders for the expenditures provided for in the foregoing ordinance and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract was in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

(This ordinance is not of "a general or permanent nature" and need not be read three times nor published)

Clerk

VILLAGE OF GATES MILLS

FINANCIAL REPORT FOR THE MONTH ENDING MARCH 31, 2025

MONTHLY RESULTS AND FINANCIAL POSITION

The financial statements were provided to the Mayor, Clerk and Council prior to the April 15, 2025, Regular Council meeting.

GENERAL FUND

Revenue for the month was \$1,250,709 and \$2,434,839 year-to-date. Real estate tax advances were lower than received in 2024 by \$18,796. Municipal income taxes were \$53,856 higher this year than last year at this time. Receipts from real estate taxes and municipal income taxes are based on collections by Cuyahoga County and RITA. The Village is dependent on the timing of those agencies' billing and collection activities and on the timing of taxpayer remittances.

The traffic camera enforcement program gross receipts in March were \$91,460. Year-to-date receipts are trailing 2024's number by \$141,635. Vehicles are passing through the Village at lower and safer speeds, thereby achieving the primary objective of road safety. Accordingly, citations and receipts are lower in 2025 than in 2024. Expenses for the program are to Lyndhurst Municipal Court and Sensys Gatso, which appear in the Police Department expenditure area of the General Fund. Expenses in March totaled \$46,944 for a net collection of \$44,516 for the month. Net collections year-to-date are \$154,544.

Other sources of revenue, excluding the traffic camera program, were \$198,845 in March. Year-to-date the Village has received \$429,846 compared to \$234,434 in 2024's other sources of revenue. The Mills Building rental income is higher this year due to a tenant paying rent for the year in January. The Village received \$63,212, in February, from the State of Ohio's Emergency Management Agency for the reimbursement of costs associated with the tornadic storm the Village endured in August of 2024. We also received reimbursement from Northeastern Ohio Regional Sewer District for Phase 2 Stormwater Mapping, Storm Sewer work at Mayfield and Chagrin River Road and Chagrin River Watershed Partners dues in the amount of \$42,098 in March. These amounts are included under Miscellaneous in Other Sources of Revenue.

Expenditures for 2025, excluding transfers to other funds from the General Fund, were \$433,641 for March. The Village transferred \$1,241,500 to the Capital Improvement, Wastewater, and Police Pension Funds in January. Village expenses are budgeted and controlled by its four departments (Administration, Police, Fire and Service).

The Administration Department incurred expenses of \$85,630 in March. Income Tax Expenses are higher year-to-date due to a refund that was recorded in January. General Insurance includes the Village's professional and liability coverages along with flood insurance policies. Office Expenses of \$4,908 year-to-date include the purchase of new computers for the Mayor's office and the Town Hall Coordinator's office. Other Professional Services included a \$12,152 payment to Taft, Stettinius & Hollister for work on the broadband agreement.

The Police Department recorded expenses of \$185,934 in March. The Department's expenses were \$599,174 as of the end of March, which is \$37,879 less than the prior year-to-date amount of \$637,053. Lower costs were attributable to the traffic camera program, negotiated lower dispatch fees, and a change in health insurance. The overtime amount of \$18,120 is higher than last year's amount of \$7,844 as the Department is covering the hours of an injured employee.

The Fire Department 2025 costs of \$148,405 were slightly higher than last year's amount of \$147,928. Wages are higher year-to-date this year by \$10,185 due to the increased hours for station duty; however, Ambulance/EMS costs are lower than this time last year by \$7,906.

The Service Department incurred \$146,314 in expenses in March. Year-to-date, the Department has incurred \$496,005 which is \$126,950 less than last year's figure of \$622,955. Overtime wages of \$34,346 exceeded last year's amount of \$11,328 due to the number of snow and ice storms experienced this year. Salt expense was \$73,711 compared to last year's amount of \$21,473. Building operation and maintenance is lower this year, as last year we had to complete the emergency replacement of furnace units at the Mills Building.

In summary, for three months of the year, the Village operated with a General Fund shortfall of \$388,376 due to completing the annual transfers to other funds of \$1,241,500. Excluding transfers, the surplus would be \$853,124. Last year, the Village had a surplus of \$460,843 with only \$196,500 transferred to other funds.

The General Fund cash balance on March 31, 2025 was \$7,490,726 compared to the beginning of the year balance of \$7,879,102.

OTHER FUNDS

The Village is required to maintain other special purpose funds by statute or contract. Cash in these funds amounted to \$2,817,731 on March 31, 2025. The increase from the end of 2024 was mainly due to transfers from the General Fund. In March, the Land Conservation Fund paid invoices to Gates Mills Land Conservancy (\$44,180.34) for the 50% of shared levy proceeds, Vedda Printing \$250, Better Meadows & Woodlands \$9,280 and TWC Consulting Forestry \$1,500 for a Tree Canopy Committee pilot project. The Safety Fund expenses were for a new Flock Camera (license plate reader) and 5 new Motorola radios for better communication between the safety forces. Both projects were funded by generous donations from residents of our village.

Janet M. Mulh, MPA
Finance Administrator

**VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
MARCH 31, 2025**

	2025 BUDGET	Current Month	2025 Year to Date	2024 Year to Date
General Fund (GF) Revenues:				
Taxes:				
Real Estate Taxes	2,785,820	863,236	1,252,236	1,271,032
Municipal Income Taxes	2,415,000	97,168	436,839	382,983
Share of Sales and State Taxes	-	-	4,587	15,882
Total Tax Revenue	5,200,820	960,404	1,693,663	1,669,897
Other Sources:				
Fines and Costs	75,100	5,827	11,795	17,675
Traffic Camera Gross Receipts	1,520,000	91,460	311,330	452,965
Building/Liquor Permits & Licenses	51,040	1,205	3,205	9,953
Interest Income	273,500	24,487	75,731	77,947
Rental Income	222,360	78,980	106,067	37,464
Mills Building Rental Income	142,631	8,590	50,531	24,338
Ambulance Income	50,000	-	20,369	24,624
SRO Reimbursement	94,500	7,871	23,613	23,613
Misc	66,750	71,885	138,535	18,820
Total Other Sources Revenue	2,495,881	290,305	741,176	687,399
Assessments:				
School Board/Property Assessment	-	-	-	-
Total General Fund Revenues	7,696,701	1,250,709	2,434,839	2,357,296
Add Year Beginning General Fund Balance		6,673,658	7,879,102	7,580,424
Less Expenses:				
Administration Costs	(see Page 2)	(85,630)	(338,132)	(292,017)
Administration - Transfers		-	(1,241,500)	(196,500)
Police Department Costs	(see Page 3)	(185,934)	(599,174)	(637,053)
Fire Department Costs	(see Page 3)	(15,763)	(54,166)	(45,783)
Fire Department Ambulance	(see Page 3)	-	(94,239)	(102,145)
Service Department Costs	(see Page 4)	(146,314)	(496,005)	(622,955)
Total General Fund Expenses		(433,641)	(2,823,215)	(1,896,453)
Current General Fund Balance		7,490,726	7,490,726	8,041,267
Plus:				
Other Fund Current Balances		2,817,731	2,817,731	2,130,582
Total Current Balance - All Funds		10,308,457	10,308,457	10,171,849

MISC	\$63,212 OH Emerg Mgmt
	\$42,098 NEORS D REIMB

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
MARCH 31, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
ADMINISTRATION:				
Salaries and Wages	169,664	12,874	38,928	37,411
Health Insurance	48,681	3,445	8,875	19,500
Worker's Comp/Medicare	5,500	426	953	1,176
Employee Retirement (OPERS)	29,000	2,233	6,531	6,183
PERSONNEL COSTS	252,845	18,978	55,287	64,270
Legal - Law Director	60,000	-	8,334	16,717
Legal - Prosecutor	58,750	8,583	13,145	8,313
Legal - Other	2,000	587	864	8
Engineering	48,610	5,717	12,474	7,495
Other Professional Services	111,500	16,342	37,970	27,851
LEGAL AND PROFESSIONAL	280,860	31,228	72,787	60,384
General Insurance	130,000	-	122,476	116,741
Income Tax Expense	70,000	2,910	49,017	11,459
County Auditor Expenses	73,000	30,466	30,466	33,289
Office Expenses	14,500	1,376	4,908	3,707
Miscellaneous Expenses	5,500	673	3,190	2,167
OTHER ADMINISTRATIVE COSTS	293,000	35,425	210,057	167,363
ADMINISTRATION OPERATING COSTS	826,705	85,630	338,132	292,017
Transfers to Other Funds	1,241,500	-	1,241,500	196,500
TOTAL ADMINISTRATION COSTS	2,068,205	85,630	1,579,632	488,517

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
MARCH 31, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
POLICE DEPARTMENT:				
Salaries and Wages	1,280,250	91,797	277,607	262,357
Overtime	35,000	6,425	18,120	7,844
Health, OPERS, MEDI, Worker Comp	314,819	24,937	65,798	80,313
PERSONNEL COSTS	1,630,069	123,159	361,524	350,514
Gasoline	25,000	-	4,605	3,841
Repairs and Maintenance	17,000	2,952	4,025	4,391
Uniforms	16,000	-	543	1,139
Training/Conferences	13,000	300	2,975	3,478
Dispatch Operating Fee	140,000	11,419	34,258	42,189
Alarm System Fee	17,000	-	4,169	4,331
Maintenance Agreements/Radio Expenses	28,000	-	14,409	16,696
Traffic Camera Program LMC	336,000	21,940	71,480	67,500
Traffic Camera Program Gatso	405,000	25,004	85,306	129,376
Other Expenses	16,000	1,159	2,742	2,598
V.E.G.	12,000	-	12,000	11,000
OTHER POLICE DEPART COSTS	1,025,000	62,774	236,512	286,539
Vehicle Purchases	52,000	-	-	-
Equipment Purchases	26,000	-	1,138	-
CAPITAL EXPENDITURES	78,000	-	1,138	-
TOTAL POLICE DEPARTMENT COSTS	2,733,069	185,934	599,174	637,053

FIRE DEPARTMENT:				
Salaries and Wages	227,500	12,590	41,969	31,784
PERS, MEDI, SOC SEC, Worker Comp	33,900	2,305	5,220	4,143
PERSONNEL COSTS	261,400	14,895	47,189	35,927
Vehicle Maintenance	10,000	65	130	62
Ambulance/EMS <i>see below</i>	486,900	-	94,239	102,145
Training/Conferences	12,500	60	160	-
Contracts & Annual Fees	26,000	567	2,515	9,113
Other Expenses	15,000	177	669	681
OTHER FIRE DEPARTMENT COSTS	550,400	868	97,713	112,001
CAPITAL EXPENDITURES	131,300	-	3,502	-
TOTAL FIRE DEPARTMENT COSTS	943,100	15,763	148,405	147,928
<i>Ambulance Income on Cover Page</i>	50,000	-	20,369	24,624

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
MARCH 31, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
SERVICE DEPARTMENT:				
Salaries and Wages	823,725	63,429	186,212	169,684
Overtime	30,975	11,066	34,346	11,328
Health, OPERS, MEDI, Worker Comp	362,200	29,832	86,746	94,486
PERSONNEL COSTS	1,216,900	104,328	307,304	275,498
Salt/Aggregate (snow removal)	60,000	16,504	73,711	21,473
Building Inspection	18,000	642	2,308	2,209
Equipment Maintenance	52,000	1,728	7,172	25,985
Gasoline Expense	40,000	3,191	14,579	9,961
Supplies/Uniforms	36,500	3,153	10,680	10,281
OPERATING COSTS	206,500	25,219	108,450	69,909
BUILDING OPERATION & MTC				
Village Hall	166,100	7,667	20,944	21,811
Village Houses	2,300	-	35	116
Community Building	20,700	2,034	6,197	7,760
Post Office	2,300	213	483	58
OBT Building	1,850	111	325	494
Wash House	4,200	14	28	45
Burton Court	3,200	118	1,750	3,396
Mills Building	75,100	3,087	20,215	43,266
BUILDING OPERATION & MTC	275,750	13,245	49,977	76,946
Street Repair	5,000	-	308	321
Ditch, Drain, Sewers	30,500	-	66	-
Tree Grinding (Contractors)	15,000	-	-	-
Street Lighting	20,000	1,170	3,504	3,797
Parks	21,000	1,357	7,779	7,833
Guardrails, Signs, Bridges	10,000	175	1,807	685
STREETS AND ROADS	101,500	2,701	13,463	12,636
Vehicles	120,000	-	-	174,689
Other Equipment	18,000	821	16,810	13,277
CAPITAL EXPENDITURES	138,000	821	16,810	187,966
TOTAL SERVICE DEPARTMENT COSTS	1,938,650	146,314	496,005	622,955

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
MARCH 31, 2025

	Beginning Year Balance	Year-to-date Actual Receipts	Year-to-date Actual Expenses	Unexpended Balance
Street Const Maint Repair	169,334	51,507	-	220,841
State Highway	27,207	4,261	19,999	11,468
Bond Retirement (KeyBank Loans)	2,730	-	-	2,730
	<u>199,270</u>	<u>55,768</u>	<u>19,999</u>	<u>235,039</u>
Capital Improvement	260,244	1,054,991	98,208	1,217,027
Water	302,465	-	25,782	276,683
Wastewater Plant	11,467	71,958	18,955	64,470
Park Recreation	22,147	5,040	1,956	25,232
Cemetery	72,220	5,000	3,400	73,820
Mayor's Court-Violations Bureau	560	2,919	2,141	1,338
Mayor's Discretionary	505	1,500	-	2,005
Purcell Trust	30,296	-	-	30,296
Land Conservation	326,382	133,003	102,761	356,624
Local Fiscal Recovery Fund (ARPA)	157,531	-	13,776	143,756
Building Bond Deposit	156,162	-	-	156,162
Underground Storage Tank	11,000	-	-	11,000
Safety Fund	50,473	10,000	45,592	14,882
Police Relief & Pension	33,832	208,810	53,158	189,484
Law Enforcement	-	-	-	-
VEST Grant	-	-	-	-
OneOhio Fund (Opiod)	2,348	-	485	1,863
STATE Grants	21,399	4,745	8,093	18,051
TOTAL OTHER FUNDS	<u>1,658,301</u>	<u>1,553,734</u>	<u>394,304</u>	<u>2,817,731</u>
GENERAL FUND	7,879,102	2,434,839	2,823,215	7,490,726
TOTAL ALL FUNDS	<u>9,537,403</u>	<u>3,988,574</u>	<u>3,217,519</u>	<u>10,308,457</u>

STATE OF THE VILLAGE
MARCH 31, 2025

	2025	2024
Total Current Balance - All Funds	10,308,457	10,171,847
Cash and Investments:	3/31/2025	3/31/2024
Cash:		
ANCORA	8,760,459	8,529,727
CHASE DDA	289,496	242,105
CHASE SAV - LAND CONS	1,248	259,244
STAR OHIO -LAND CONS	355,376	-
CHASE VIOLATIONS BUREAU	47,643	31,828
Star Ohio	<u>858,663</u>	<u>1,119,096</u>
Total Cash	10,312,886	10,182,000
(OUTSTANDING CHECKS)	<u>(4,428)</u>	<u>(10,153)</u>
Total Cash and Investments	10,308,457	10,171,847

** From Wastewater Fund

GENERAL FUND SUMMARY	BUDGET	MARCH	2025 YEAR TO DATE	2024 YEAR TO DATE
Real Estate Taxes	2,785,820	863,236	1,252,236	1,271,032
Municipal Income Tax	2,415,000	97,168	436,839	382,983
Share of Sales and State Taxes	-	-	4,587	15,882
Other Sources	2,495,881	290,305	741,176	687,399
Assessments	-	-	-	-
TOTAL OPERATING REVENUES	7,696,701	1,250,709	2,434,839	2,357,296
OPERATING EXPENSES				
Administration Department	826,705	85,630	338,132	292,017
Police Department	2,733,069	185,934	599,174	637,053
Fire Department	943,100	15,763	148,405	147,928
Service Department	1,938,650	146,314	496,005	622,955
Transfers excluding Inheritance Taxes	1,241,500	-	1,241,500	196,500
TOTAL OPERATING EXPENSES	7,683,024	433,641	2,823,215	1,896,453
SURPLUS (DEFICIT)	13,677	817,068	(388,376)	460,843

Project	March 31, 2025	BUDGET	MARCH	YEAR TO DATE EXPENSES	COURTNEY	OTHER	SCMR/STHWY
CAPITAL IMPROVEMENT							
2025 Road Program		850,000	8,928	48,551	48,551		
Riverview Change Orders				33,880		33,880	
Sidewalk Project		78,125		-			
Storm Water Regulations & Issues		20,000	915	10,041	10,041		
Salt Bin Engineering		50,000		-			
Guardrail Replacement		100,000	235	5,735	5,735		
Broadband		500,000	-	-			
Contingencies		20,000					
TOTAL	CAPITAL IMPROVEMENT	1,618,125	10,078	98,208	64,328	33,880	-

Gates Mills Service Department

"Yours in service since 1920"

TO: Mayor
and Council Members

FROM: Dave Biggert, Service Director

RE: SERVICE DEPARTMENT REPORT – MARCH 2025

1. In March, 3 building permits were issued for a total construction value of \$53,999.
2. In March 2024, 10 building permits had been issued for a total construction value of \$5,188,450. This includes a new house on Gates Mills Blvd. and a large renovation project on West Hill Drive.
3. In March, the 2024 Residential Recycling Report was submitted to the Cuyahoga County Solid Waste District. In 2024, the Village recycled a total of 121.73 tons of household material, .28 tons of composted material (trees), 1.60 tons of computers and electronics, and 1.19 tons of household hazardous waste with a total volume recycled of 124.80 tons or 10.69%.

A total of 1,042.63 tons (89.31%) of household waste was disposed in a landfill.

In 2023, 10.76% of household material was recycled and 89.24% of household waste was disposed in a landfill.

I hope this information is helpful. If you have any questions or need any additional information, please feel free to contact me at (440) 423-1581.

Respectfully Submitted,



David L. Biggert, RBO, RBI, PI, MI, EMT-B
Service Director/Building Official

Gates Mills Fire Department

March 2025 Council Report

DATE	NFIRS NUMBER	Address/Location	Description of Incident
03/04/25	2025-27	700 Chagrin River Road	Unauthorized Burning.
03/05/25	2025-28	1700 Carriage Place	Public Service.
03/05/25	2025-29	7601 Old Mill Road	Public Service.
03/11/25	2025-30	7000 Norvale Circle East	Detector Activation-False Alarm.
03/14/25	2025-31	590 Battle Road	Public Service.
03/16/25	2025-32	Brigham & Chagrin River Rds.	Public Service.
03/25/25	2025-33	630 County Line Road	Fire Alarm.
03/26/25	2025-34	34001 Cedar Road	Fire Alarm
03/28/25	2025-35	7790 Brigham Road	MVC-Possible Injuries.
03/30/25	2025-36	Wilson Mills & Chagrin River	MVC-Possible Injuries.
03/31/25	2025-37	7170 Robinwood Lane	MVC-Possible Injuries.

CURRENT MONTH TOTAL	2025 YEAR TO DATE	2024 YEAR TO DATE
G.M. FIRE 11	37	63
M.V. EMS 26	59	36
Canceled & Sign Offs 2	Canceled & Sign offs 4	

The March training topics were:

March 11, 2025 Preplan and walk thru at Gilmour Academy Main Campus. Location of fire hydrants and fire protection and detection systems.

March 11, 2025 VFIS Drivers Training update.

March 12 & 13, 2025 Gilmour Academy Walk thru with Mayfield Village Fire Department Shifts. Review preplans and EMS operations at Gilmour Academy.

March 25, 2025 Night Crew, New General Orders, Tactical , and Map Books review. Basic Pump Operations and Walk Thru at Gates Mills Elementary School, and review of preplan.

Thomas Majeski

April ,2025

Village of Gates Mills

Division of Police
1470 Chagrin River Road
Gates Mills, Ohio 44040-9703
Phone: (440) 423-44505 Fax: (440) 423-2002
www.gatesmillsvillage.com

April 2025 Council Meeting (March Report)

- 1) Two OVI car accidents occurred during the overnight hours the weekend of March 29th. One occurred on Brigham Road and the other on Chagrin River Road and Wilson Mills. Chester Township and Mayfield Village police assisted with the second due to the driver fleeing on foot and multiple occupants.
- 2) A dog bite report was reported by a Rumpke driver. A Gates Road resident's dog emerged from the house and bit the driver on his left arm while he was picking up recyclables. The driver was treated at the hospital.
- 3) A full-time police officer candidate has been identified. A background check is being conducted by Sergeant Day. We anticipate him being sworn in at the May council meeting along with a current patrol officer promoted to Sergeant.

Monthly Totals:

- 62 Traffic Citations
- 32 Warnings
- 20 Incident/Accident reports
- 1607 House Checks
- 6,278 Patrol Miles

Sincerely,



Gregg Minichello
Chief of Police
Gates Mills Police Department
Gminichello@gatesmillsvillage.com
440.423.4405 x 112

SGG USA					
Gates Mills, OH - Summary by time periods					
Date Range	Passes	@ 58	@ 59	@ 60	e
August 2024 (08/01/2024 - 08/31/2024)	323,991	617	448	1,042	44.98
September 2024 (09/01/2024 - 09/30/2024)	315,742	639	462	1,104	45.41
October 2024 (10/01/2024 - 10/31/2024)	333,365	716	514	1,229	45.34
November 2024 (11/01/2024 - 11/30/2024)	280,084	641	431	1,132	45.36
December 2024 (12/01/2024 - 12/31/2024)	285,202	495	390	911	44.96
January 2025 (01/01/2025 - 01/31/2025)	335,446	453	285	719	44.59
February 2025 (02/01/2025 - 02/28/2025)	355,195	463	306	705	44.75
March 2025 (03/01/2025 - 03/31/2025)	393,904	644	437	1,081	45.37

1702 Citations were issued in March.

** Approximately 200 of total was February carryover.

RESOLUTION NO. 2025-14
AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025
BY MAYOR SIEMBORSKI

WHEREAS, the Village of Gates Mills (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party’s own errors, actions, and failures to act.
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than **Friday, May 2, by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, be it resolved by the Council of the Village of Gates Mills, State of Ohio, that:

Section 1. The Mayor is hereby authorized to enter into this participation agreement for the ODOT road salt contract and by his signature below, this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized and the Political Subdivision agrees to the above terms and conditions regarding participation in the ODOT salt contract.

Section 2. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is necessary to go into effect immediately in order to meet ODOT’s May 2, 2025 deadline for submission of this Resolution to ODOT; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed to Council, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed the _____ day of _____, 2025

President of Council

Attest: _____

Clerk

Approved: _____

Mayor

RESOLUTION NO. 2025-15

BY MAYOR SIEMBORSKI

A RESOLUTION DECLARING IT NECESSARY TO RENEW AN EXISTING 3.5 MILL TAX LEVY FOR THE PURPOSE OF CURRENT EXPENSES PURSUANT TO OHIO REVISED CODE SECTIONS 5705.19(A) AND 5705.191, REQUESTING THE COUNTY FISCAL OFFICER TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE VILLAGE AND THE DOLLAR AMOUNT OF REVENUE THAT WOULD BE GENERATED BY THAT RENEWAL LEVY, AND DECLARING AN EMERGENCY.

WHEREAS, the electors of this Village on November 3, 2020 approved the renewal of a 3.5 mill levy for the purpose of current expenses;

WHEREAS, the authority to levy the aforesaid tax expires with the levy heretofore made on the 2025 tax duplicate for distribution to the Village in 2026;

WHEREAS, this Council finds it necessary to renew said 3.5 mill levy in accordance with Revised Code Sections 5705.19(A) and 5705.191 in order to continue receiving such revenue without interruption;

WHEREAS, in accordance with Division (B) of Section 5705.03 of the Revised Code, in order to submit the question of a tax levy to the electors pursuant to Sections 5705.19(A) and 5705.191 of the Revised Code, this Council must request that the County Fiscal Officer certify: (i) the total current tax valuation of the Village, and (ii) the dollar amount of revenue that would be generated by the levy;

WHEREAS, in accordance with Division (B) of Section 5705.03 of the Revised Code, upon receipt of a certified copy of a resolution of this Council declaring the necessity of the tax, stating the following: (a) purpose of the tax; (b) whether it is an additional levy or a renewal or a replacement of an existing tax; (c) the section of the Revised Code authorizing its submission to the electors; (d) the term of years of the tax or if the tax is for a continuing period of time; (e) whether the tax is to be levied upon the entire territory of the Village; (f) the date of the election at which the question of the tax will appear on the ballot; (g) whether the ballot measure will be submitted to the entire territory of the subdivision; (h) the tax year when the tax will first be levied and the calendar year when it will first be collected; and (i) each county in which the Village has territory, Council requests that the County Fiscal Officer certify the total current tax valuation of the Village and the dollar amount of revenue that would be generated by the proposed levy;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Gates Mills, Cuyahoga County, State of Ohio, not less than two-thirds of all the members thereof concurring, that:

SECTION 1. This Council declares that it is necessary to renew, for a period of five years, an existing 3.5 mill ad valorem property tax outside of the ten-mill limitation for the purpose of current expenses; that it intends to submit the question of the renewal of that levy to the electors of the entire territory of the Village of Gates Mills at an election on November 4, 2025, as authorized by Sections 5705.19(A) and 5705.191 of the Revised Code; the tax shall be for a period of five years and it is estimated that the tax will be levied in tax year 2026 and first collected in calendar year 2027; and the tax is to be levied on the entire territory of the Village of Gates Mills which is located entirely in Cuyahoga County, Ohio.

SECTION 2. This Council requests the County Fiscal Officer to certify to it both: (i) the total current tax valuation of the Village, and (ii) the dollar amount of revenue that would be generated by the renewal levy specified in Section 1.

SECTION 3. The Clerk is authorized and directed to deliver promptly to the County Fiscal Officer a certified copy of this Resolution.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SECTION 5. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in that it is necessary that it become effective immediately in order to permit necessary arrangements to be made in sufficient time for the aforesaid election; wherefore, this Resolution shall go into effect immediately upon its adoption and approval by the Mayor.

Adopted the ____ day of _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

RESOLUTION NO. 2025- 16

BY MAYOR SIEMBORSKI

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TECHSPERT DATA SERVICES LLC FOR MANAGED INFORMATION TECHNOLOGY SERVICES.

WHEREAS, the Village of Gates Mills desires to engage Techspert Data Services LLC to provide professional services for managed IT services for the Village;

WHEREAS, Techspert Data Services LLC has submitted a Proposal with a Master Services Agreement to the Village to provide such services (collectively, the “Agreement”), a copy of which is attached hereto as Exhibit A, for a period of twelve (12) months for a total amount not to exceed \$37,319.00;

NOW, THEREFORE, Be it Resolved by the Council of the Village of Gates Mills, State of Ohio, that:

Section 1: The Council of the Village of Gates Mills authorizes the Mayor to enter into a professional services agreement with Techspert Data Services LLC for the services set forth in the Proposal and Master Services Agreement, attached hereto as Exhibit A, for a period of twelve (12) months in a total amount not to exceed thirty-seven thousand three hundred nineteen dollars (\$37,319.00), which agreement shall be approved as to form by the Village Law Director.

Section 2: The Agreement attached as Exhibit A shall not include any obligation of the Village to indemnify Techspert Data Services LLC as appears in Paragraph 9 of the Master Services Agreement.

Section 3: Any renewal term of the Agreement authorized in Section 1 shall be subject to the appropriation of funds by this Council.

Section 4: It is found and determined that all formal actions of this Council concerning and related to the adoption of this Resolution 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 121.22 of the Ohio Revised Code.

Section 5: This Resolution shall take effect and be in full force at the earliest period allowed by law.

Passed the _____ day of _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

EXHIBIT A



3593 Medina Rd., #236, Medina, OH 44256
 t. 330-441-4426 f. 330-441-4427

QUOTE

Due Date	Quote #	Date
	TDSQ1732-03	4/7/2025

Sold To	Ship To	Your Sales Rep
Gates Mills Village Mike Day 1470 Chagrin River Road Gates Mills, OH 44040 United States Phone (440) 423-4405 Fax (440) 423-0620	Gates Mills Village Mike Day 1470 Chagrin River Road Gates Mills, OH 44040 United States Phone (440) 423-4405 Fax (440) 423-0620	Adam Sieminski 3304414426 ext 104 orders@techspert-data.com

2025 TotalCare- Complete Proposal

Line	Qty	Description	Unit Price	Ext. Price
MONTHLY RECURRING				
1	1	TOTALCARE- COMPLETE CYBER DEFENSES: (Includes 1 SERVERS, 16 DEVICES for 25 USERS and 39 Mailboxes in original contract) (1) - Breach Protection for Employees (2) - Breach Protection for WIFI (3) - Breach Protection for Firewall (4) - Breach Protection for Operating Systems for all Servers and Computers (5) - Breach Protection for BYOD (Bring Your Own Device) (6) - Breach Protection for Cloud Accounts		
2	1	Cyber Security Awareness Training: - Management Console - Unlimited Phishing Security Tests - Training Access - CatchPhish Alert Button - Dark Web Scanning		
3	39	Microsoft Entra ID P2		
4	1	Managed Firewall Solution		
5	1	TotalCare Business Continuity and Disaster Recovery Solution: - Onsite Backup Appliance and Management - Image-based snapshots - Nightly offsite backup to globally replicated cloud - Virtualization within appliance should other server hardware fail - Bare-metal Restores - Infinite cloud retention (where applicable) - Cloud virtualization should facility become unavailable.		
6	39	MS 365/Google Workspace Backup MS: Mailbox, Tasks, OneDrive, SharePoint, Teams Google: Gmail, Calendar, Contacts, Drive, Team Drives Infinite Cloud Retention (ICR) Backup snapshots are retained in the Cloud indefinitely, following the schedule denoted below: - 3X daily backups are retained for 30 days - Dailies are kept after 30 days - Weeklies are kept after 90 days		

Line	Qty	Description	Unit Price	Ext. Price
		- Monthlies are kept after a year, then stored for selected retention perio		
7	39	Cyber Security Anti-phishing Email Filter: (per Mailbox) * AI ANTI-PHISH MS365 Mailbox Protection- Eliminates most common phishing emails before it reaches user!		
8	25	Password Manager		
9	25	Watchguard Authpoint - 2-Factor Authentication		
10	1	IP Power Management		
11	16	Hard Disk Encryption		
Total Monthly Recurring:				\$2,967.00
ONE-TIME CHARGES				
12	1	TotalCare- Complete Onboarding Fee (ONE-TIME)	\$1,715.00	\$1,715.00
Fees are payable monthly in advance. The initial monthly payment is due upon execution of this Agreement.				

SubTotal	\$4,682.00
Tax	\$0.00
Shipping	\$0.00
Total	\$4,682.00

Please contact me if I can be of further assistance.



Techspert Data Services, LLC
Master Services Agreement

This Master Services Agreement ("MSA") is between Techspert Data Services, LLC of 3593 Medina Road #236 Medina, Ohio 44256 ("Techspert"), and Gates Mills Village, of 1470 Chagrin River Road, Gates Mills, OH 44040 ("Client") and shall be effective as of the latest date of the signatures of the parties below ("Effective Date"). The parties agree as follows:

- 1) **SCOPE.** This MSA is to govern all services of Techspert performed or provided to Client (collectively, the "Services"), including the Initial Assessment (as defined below) of the Client's computer network, system, peripherals, devices which are installed or operated by Client ("System") and all software, equipment and other goods supplied by Techspert (collectively, the "Products") and replaces all other agreements between the parties. Techspert's review of Client's System with recommendations for a fee of ~~\$2500~~ \$0 ("Initial Assessment"), shall be governed by the MSA. Except for the Initial Assessment, Techspert does not obligate itself to provide any Services or Products by this MSA, the scope, terms, and fees of which will be described in one or more addendum executed from time-to-time by both parties electronically or physical signature referencing this MSA (individually and collectively "Addendum,"). If an Addendum for Products or Services is executed by both parties referencing this MSA, it shall automatically be incorporated in and deemed a part of this MSA. In the event of a direct conflict between the language of this MSA and any Addendum the language of the Addendum shall control except as it relates to warranties, limitations of liability or termination, which are controlled by this MSA.
- 2) **TERM; RENEWAL.** The term of this MSA shall begin on the Effective Date and shall continue until one year after the expiration or termination of all Addendum(s). The term of all Addendums shall be, unless otherwise provided by the Addendum, three (3) calendar years ("Initial Addendum Term"), with an annual price adjustment equal to the greater of five percent (5%) or the annual Consumer Price Index published by the U.S. Bureau of Labor Statistics in the month prior to renewal ("CPI Adjustment") Upon the expiration of the Initial Addendum Term, the Addendum shall automatically renew for continuous one (1) year terms (each a Renewal Term) on the same terms and conditions, but with the CPI Adjustment, unless either party notifies the other party of its intention to not renew the Addendum no less than sixty (60) days prior to the end of the then-current term. The Initial Addendum Term and each Renewal Term shall be collectively referred to as the "Addendum Term."
- 3) **FEES; SERVICE RATES.** Client agrees to pay Techspert the fees described in, and in accordance with the Addendum for the Services or Products provided under that Addendum. Any Services beyond the scope detailed within the Addendum(s) or within the scope of an Addendum but required due to unauthorized modifications to System by Client ("Out-of-Scope Work") shall be billed to Client and Client shall pay for such Out-of-Scope Work according to Techspert's then-current rate schedule. Out-of-Scope Work shall not be provided to Client without Client's written confirmation by either party within thirty (30) days of such request and an invoice may serve as such confirmation. All Techspert representations relating to time relating to Out-of-Scope Work are estimates of actual time and not a guarantee or agreement to perform Out-of-Scope Work for a fixed fee as time and cost involved may vary.
- 4) **PAYMENT.** Unless otherwise stated in an Addendum, payment is due within thirty (30) calendar days of invoice from Techspert. Techspert may, with notice to Client and ten (10) day opportunity for Client to cure, suspend or withdraw Products or Services. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs.
- 5) **AUTHORIZED CONTACT PERSON.** Client shall designate one authorized contact person ("Authorized Contact") with whom Techspert will conduct Service-related communications pursuant to each Addendum. In the event that an Authorized Contact is not listed in an Addendum, the Authorized Contact shall be the signatory below. Techspert shall accept direction of the Authorized Contact, until Client notifies Techspert otherwise together with identifying the new Authorized Contact.

- 6) ACCESS. Techspert may access and assess Client's System for the Initial Assessment and the performance of Addendums. Due to such remote access, Techspert cannot guarantee security of data of Client. Techspert shall use a reputable third-party software to access the System. To the extent Addendum performance is on Client's premises ("Premises"), Client grants Techspert the right of ingress and egress. If Addendum performance is not on Premises, Client shall secure, at Client's cost, any necessary rights of entry or permission necessary for Techspert to provide Services at such location(s). Client shall provide Techspert with any passwords or keys (virtual or otherwise) that Techspert requires to provide Products and Services.
- 7) WARRANTIES. Techspert warrants that its technicians have the requisite qualifications and experience to provide the Services. TECHSPERT MAKES NO OTHER SERVICE OR PRODUCT WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. Techspert's liability, and Client's sole and exclusive remedy, for a breach of this warranty shall be to terminate the Addendum pursuant to a written notice after providing Techspert notice of such breach in writing and a reasonable period of time of at least 30 days to cure such breach. The foregoing remedy shall not be available if Client fails to provide a written notice of such breach within 30 days after delivery of the services to Client. It shall not be an Techspert breach if Client, its contractors, or agents modified any Techspert Products or Services except as authorized by Techspert in writing.
- 8) LIMITATIONS OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ADDENDUM, INCLUDING ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO TECHSPERT FOR THE SERVICES (BUT NOT PRODUCTS) DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL NOT APPLY TO CLAIMS MADE WITHIN THE AVAILABLE COVERAGES OF TECHSPERT'S PROFESSIONAL LIABILITY INSURANCE. Techspert shall not be liable for delay in performance or nonperformance of any term or condition of this MSA directly or indirectly resulting from lack of full and free access to System or Premises. THIS LIMITATION OF LIABILITY REPRESENTS A BARGAINED FOR EXCHANGE AND IS A MATERIAL COMPONENT TO THE CALCULATION OF FEES BY TECHSPERT. NOTWITHSTANDING FOREGOING, TECHSPERT SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH WERE CAUSED OR WOULD HAVE BEEN PREVENTED BY PRODUCTS OR SOFTWARE OFFERED TO CLIENT BY TECHSPERT FOR WHICH CLIENT DECLINED OR DELAYED OR FOR THE INTENTIONAL CRIMINAL ACTS OF THIRD PARTIES.
- 9) INDEMNIFICATION. Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the negligent acts, negligent omissions or intentional wrongful misconduct of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this MSA. Wrongful misconduct shall include infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work.
- 10) COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY. Client shall be responsible for software licenses for software installed on the System and warrants Client is authorized to use all software installed or stored on the System and, upon request will provide evidence of licenses to Techspert. Techspert shall not be required to provide Services for any portion of the System on which unlicensed software is installed. Each party owns and retains all intellectual property rights in and to its works of authorship, plans, software, or software modifications which may not be distributed or sold by the other in any form or manner. Client may use and modify any intellectual property provided to Client by Techspert pursuant to this MSA, provided Client (i) does not infringe upon the intellectual property rights of any third party, (ii) does not reverse engineer Techspert's intellectual property, and (iii) does not negatively impact the security or integrity of any of



Techspert's equipment, or Techspert's provision of Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the earlier of the termination of an applicable Addendum or this MSA.

11) TERMINATION.

- a) Cause. Either party may terminate an Addendum for a material breach of the performance obligations hereunder ("Cause") by first providing the other party thirty (30) days' written notice setting forth the basis for such proposed Cause and an opportunity to cure. If the basis of the Cause is not remedied within the thirty-day written notice period, the particular Addendum for which the Cause existed may be terminated by the nonbreaching party. Techspert may, in addition to any other remedy, terminate or suspend Products or Services if Client fails to make timely payment within 15 days of written notice. A reactivation fee equal to the greater of ten percent (10%) of the fees associated with the Addendum applicable or the actual costs reasonably incurred by Techspert in restoring Services shall be paid by Client. TECHSPERT SHALL HAVE NO LIABILITY FOR ANY SUSPENSION OF SERVICES BASED ON CLIENT'S FINANCIAL BREACH.
- b) Equipment Removal. Upon termination of an Addendum for any reason, Client shall provide Techspert with access, during normal business hours, to Premises (or any other locations at which Techspert-owned equipment is located) to enable Techspert to remove all Techspert-owned equipment (if any) from Premises.
- c) Transition. If Client requests Techspert's assistance to transition to a new service provider and (i) all fees due and owing to Techspert under this MSA are paid by Client, Techspert shall provide such assistance upon Client's payment, in advance, an amount which Techspert estimates is required to facilitate transition assistance at Techspert's then-current hourly rate. Techspert shall reconcile actual charges for transition to new service provider with the prepaid amount described above within thirty (30) days of completion of transition assistance. Techspert shall have no obligation to store or maintain any Client data in Techspert's possession or control for more than fifteen (15) days following the expiration or termination of an applicable Addendum. Techspert shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Techspert's deletion of Client data beyond the time frames described in this Section.
- d) Early Termination and Reimbursement of Costs. An Addendum may be terminated early by either party by submitting written notice of the intent to terminate the Addendum to the other party, at least sixty (60) days in advance of the termination date. If the termination is by Client and not for Cause or is by Techspert and resulting from a breach by Client, Client shall pay:
 - i) a termination fee equal to thirty-five percent (35%) of the average fees paid by Client per month over the prior twelve (12) months for each month remaining in the Addendum Term;
 - ii) any unpaid monthly fees due through the termination date of the Addendum; and
 - iii) all amounts for Products, vendor service and equipment commitments made by Techspert to provide Services to Client for (a) the remainder of the Term, or (b) the termination fees required by vendors of Techspert to terminate such commitments, whichever is less. Some vendors, i.e. Microsoft, do not allow early termination of license fees and Client understands and consents to payment of the licenses for the remainder of the license term.

12) CONFIDENTIALITY.

- a) Defined. Confidential Information shall mean any and all non-public information provided to Techspert by Client, including but not limited to Client's customer data, personally identifiable information, employee information, customer lists, internal Client documents, and related information. Confidential Information shall not include information that: (i) has become part of the public domain through no act or omission of Techspert, (ii) was developed independently by Techspert, or (iii) is or was lawfully and independently provided to Techspert prior to disclosure by Client, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b) Use. Techspert shall keep Client's Confidential Information confidential and shall not use or disclose such information to any third party for any purpose except as needed to perform hereunder. If Techspert is required to disclose the Confidential Information to any third party, then Techspert shall ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section.

- c) Due Care. Techspert shall exercise the same degree of care with respect to the Confidential Information it receives from Client as Techspert normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases shall be at least a commercially reasonable level of care.
- d) Compelled Disclosure. If Techspert is legally compelled by subpoena or similar process to disclose Confidential Information, Techspert shall notify Client in writing so that Client may seek a judicial remedy. Techspert will cooperate, at Client's expense, with Client efforts to obtain judicial relief. Failing Client securing judicial relief, Techspert may disclose, without liability hereunder, that portion of the Confidential Information that it is legally compelled to disclose.
- e) Techspert information. Client shall not disclose information provided to Client by Techspert relating to proposals, pricing or deliverables of Techspert to Client.

13) MISCELLANEOUS.

- a) Assignment. This MSA may not be assigned or transferred without the prior written consent of the other party. This MSA shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Techspert may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.
- b) Amendment. No amendment or modification of this MSA or any Addendum shall be valid or binding upon the parties unless such amendment or modification specifically refers to this MSA, is in writing, and is signed by each party.
- c) Severability. If any provision hereof or any is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility, or unenforceability so that the remainder of that provision and all remaining provisions of this MSA or any shall be valid and enforceable to the fullest extent permitted by applicable law. Such unenforceability shall not affect any other provision of this MSA, and the MSA shall be construed as if such an unenforceable provision or provisions had never been included in this MSA.
- d) No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this MSA, the temporary or recurring waiver of any term or condition of this MSA, or the granting of an extension of the time for performance, shall not constitute an MSA to waive such terms with respect to any other occurrences.
- e) Merger. This MSA, together with Addendums incorporated by the parties into the MSA, sets forth the entire understanding of the parties and supersedes prior agreements related to the Services or Products. Any document that is not expressly and specifically incorporated into this MSA shall act only to provide illustrations or descriptions of Services to be provided and shall not act to modify this MSA or provide binding contractual language between the parties.
- f) Force Majeure. Techspert shall not be liable to Client for delays or failures to perform its obligations under this MSA or any Addendum because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, epidemic, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of Techspert.
- g) Placement Fee. Client agrees that during the term of this MSA and for a period of one (1) year following the termination of this MSA, Client will pay Techspert the Placement Fee (defined below) for, individually or in conjunction with others, hiring or retaining, directly or indirectly any of Techspert's employees or subcontractors ("Techspert Resource") in order to compensate Techspert for the internal and external costs of recruitment, interviewing, placement expenses, training, certification and other efforts of Techspert relative to such person. "Placement Fee" means fifty percent (50%) percent of that employee or subcontractor's annualized compensation with Techspert (including any bonuses) which shall be due and payable fifteen (15) days following Client's hiring of Techspert Resource.
- h) Governing Law; Venue. This MSA shall be governed by, and construed according to, the laws of the State of Ohio. Client hereby irrevocably consents to the exclusive jurisdiction and venue in the state and federal courts of the State of Ohio for any and all claims and causes of action arising from or related to this MSA. Other than for payment obligations of Client for Products or Services provided pursuant to this MSA or incorporated Addendum, no action or other proceeding of may be commenced by either party



more than one (1) year after the date of the breach or event giving rise to the claim; failure to make such a claim within such one (1) year period shall forever bar the claim.

- i) Cyber Insurance. Techspert recommends that Client secure cyber insurance covering Client’s System with financially sound and reputable insurers. Upon request, Client will provide Techspert with a certificate of insurance from Client’s insurer evidencing the insurance coverage. Techspert shall maintain professional liability insurance, including technology errors and omissions and cyber incident response coverages, with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and will provide Client with a certificate of insurance evidencing the insurance coverage.
- j) No Third-Party Beneficiaries. The Parties have entered into this MSA solely for their own benefit. They intend no third party to be able to rely upon or enforce this MSA or any part of this MSA.
- k) Notices. Generally, notices and communications may be exchanged between the parties by electronic mail (“email”), provided that the emails are sent by the sender to the last known email address of the recipient. Notwithstanding the foregoing, notices relating to a material breach or termination of this MSA or any Addendum, must be sent in writing. Email shall be deemed delivered one (1) business day after the email is sent to the recipient; written notice shall be deemed delivered three (3) business days after such notice is deposited in the United States Mail, first class and return receipt requested, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this MSA, or to such other address(es) as the parties may designate from time to time.
- l) Independent Contractor. Each party is an independent contractor of the other, and neither is an employee, partner, or joint venturer of the other. Techspert may subcontract part or all the Services to one or more third parties provided, however that Techspert shall be responsible for, and shall guarantee, all work performed by any Techspert-designated subcontractor as if Techspert performed such work itself. Notwithstanding the foregoing, Techspert shall not delegate or subcontract any Services that are expressly designated as being non-delegable by Client in an Addendum.
- m) Captions. All captions, headings, and subheadings in this MSA are included for reference only, and in no way define or otherwise modify the terms of this MSA.

AGREED AND ACCEPTED:

<p>Date: <u>4/7/2025</u></p> <p>Techspert Data Services, LLC</p> <p>By: <u>Adam Siemienski</u></p> <p>Signature: </p> <p>Title: <u>President</u></p>	<p>Client:</p> <p>Date: _____</p> <p>Company: _____</p> <p>By: _____</p> <p>Signature: _____</p> <p>Title: _____</p>
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ORDINANCE NO. 2025- 17

BY: MAYOR SIEMBORSKI

AN ORDINANCE AMENDING SECTION 155.03, WATER DEBT SERVICE FUND, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF GATES MILLS.

WHEREAS, after the payment in full of all debt service charges on bonds, notes and other obligations entered into by the Village in connection with a major water improvement project constructed in or about 1996-1999, and the assessments to benefitted properties no longer appearing on the real estate tax duplicates for several years, there remains an unexpended balance in the Water Service Debt Fund in excess of \$250,000;

WHEREAS, the Village has recently had overall project costs of approximately \$345,000, substantially from its General Fund, for unexpected infrastructure repairs caused by leaks in the water system, which is now over 25 years old -- i.e., in the amount of approximately \$35,000 for a water system-related problem on Mayfield Road in 2023, and in the amount of \$310,000 for emergency repairs to Old Mill Road in 2024, all the while maintaining the unexpended large balance in the Water Debt Service Fund;

WHEREAS, this Council desires to amend the Village's codified ordinance establishing and setting forth the purpose of the Water Debt Service Fund to specify that unexpended monies in the Water Debt Service Fund may be expended for water system operational costs and certain projects in excess of \$25,000 in connection with the maintenance, repair and replacement of the Village water distribution system.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Gates Mills, Ohio, that:

Section 1: Village Codified Ordinance Section 155.03 is hereby amended to hereinafter provide as follows:

"155.03 WATER DEBT SERVICE FUND.

There is hereby established a fund to be known as the Water Debt Service Fund. The Treasurer shall keep this separate account for monies received from assessments or connection (tap-in) charges, and any expenditures from the Fund shall be used to pay debt service charges on bonds and notes issued by, and to repay other obligations entered into by, the Village, in connection with water improvement projects, including, without limitation, any obligations entered into by the Village with the Ohio Public Works Commission, the Ohio Water Development Authority or any other public body. **Any unexpended monies in the Fund that remain after the repayment of debt service charges and other obligations for water improvement projects for which such costs were incurred may be expended for water system operational costs and**

infrastructure projects in excess of \$25,000 in connection with the maintenance, repair and replacement of the water distribution system.”

Section 2: Section 155.03 of the Codified Ordinances of the Village of Gates Mills as it existed prior to the effective date of this Ordinance is hereby repealed.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 121.22 of the Ohio Revised Code.

Section 4: This Ordinance shall take effect and be in force form and after the earliest period allowed by law.

Passed this ____ day of _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

ORDINANCE NO. 2025-18

BY: MAYOR SIEMBORSKI

AN ORDINANCE AMENDING CHAPTER 131, COUNCIL, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF GATES MILLS.

WHEREAS, this Council desires to provide for virtual public meetings of the Village Council and Council committees for the purpose of accommodating Council members who are not able to attend such meetings in person due to personal reasons related to other employment matters, health or other legitimate reasons;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Gates Mills, Ohio, that:

Section 1: Chapter 131, Council, is hereby amended to hereinafter provide as follows:

“131.01 DEFINITIONS.

As used in this chapter, certain terms are defined as follows:

- (a) "Public body" means the Village Council and Council committees.**
- (b) "Meeting" means any prearranged discussion of the public business of a public body by a majority of its members, at a set time and place, whether the discussion is held in-person or virtually, or both, where formal action is or may be taken.**
- (c) "Formal action" means:**
 - (1) A vote resulting in the enactment, defeat or other disposition of legislation proposed and pending before the public body or other action to be taken by motion;**
 - (2) The adoption of a rule or recommendation as to matters submitted to or considered by the public body as part of its normal or designated functions; or**
 - (3) The approval of appointments by the public body where such approval is required.**
- (d) "Place" means, when referring to a public meeting or hearing, and unless otherwise specified, either a physical (in-person) location, or a virtual location such as an electronic forum used for meetings which is generally accessible by members of the public body and the public through an electronic device, as long as such meeting or hearing is held in compliance with this chapter.**

131.02 PUBLIC MEETINGS.

- (a) All meetings of the public bodies shall be open to the public except for executive sessions from which the public is excluded. Nothing herein contained shall mandate that any public body permit public participation in its meetings.**
- (b) Subject to rules established as permitted in this Section, meetings and hearings of the public body may be held, and members may attend meetings and may conduct and attend hearings of the public body, in-person, and/or by means of video conference, or any other similar electronic technology, or any combination of in-person and electronic technology.**

Council may establish rules of conduct for the meetings and hearings of such public body, as long as such rules are in compliance with this chapter.

(c) Public access must be provided to all meetings and hearings of the public body. For a meeting held only in-person, the Village is not required to provide a virtual or electronic option for attendance. If no in-person access to the public for a particular meeting or hearing is feasible due to health or safety concerns, or if any member of a public body is permitted to attend, participate and vote at a meeting or hearing by electronic technology, then public access shall be provided to the public by electronic technology during such meeting or hearing.

(d) The Village may determine the method of attendance and participation, if permitted, by the public through electronic technology, and such method need not be the same as the method of electronic technology used by a member of the public body to attend, participate and vote at such meeting. The methods of electronic technology allowing attendance and/or participation by the public may include, but are not limited to, live-streaming by means of the internet, local television, cable, or public access channels, or by means of any other similar electronic technology. When the public is allowed to attend and/or participate electronically, the public body shall ensure that the public can observe and/or hear the discussions and deliberations of all the members of the public body, whether the member is participating in-person or electronically.

(e) Virtual Meetings.

(1) Any resolution, ordinance, rule, decision or other formal action of any kind made or taken during any meeting or hearing conducted entirely or in-part with members attending, participating, and voting by electronic technology, shall have the same effect as if it had occurred during an in-person meeting or hearing of the public body.

(2) Unless otherwise determined by a rule of Council, members of the public body who attend meetings or hearings by means of teleconference, video conference, or any other similar electronic technology, shall be considered present as if in-person at the meeting or hearing, shall be permitted to vote, and shall be counted for purposes of determining whether a quorum is present at the meeting or hearing.

(3) Notice of any meeting or hearing conducted entirely or in-part with members attending, participating, and voting by electronic technology, shall be provided as required by Sections 131.05 and 131.06 of this chapter.

131.043 MEETINGS OF COUNCIL.

(a) Council shall meet at the Town Hall or by means of video conference or any other similar electronic technology on the ~~second~~ third Tuesday of each month at 5:30 p.m. Whenever such meeting date falls on a legal holiday, the meeting shall be held on the following date.

(b) By a majority vote of the members of Council, the date and time of the regular Council meeting set forth in subdivision (a) above, may be changed for a specific future meeting, as deemed necessary by Council.

131.024 MEETINGS TO BE OPEN TO THE PUBLIC.

Unless otherwise provided in these Codified Ordinances, all meetings of Council, Council committees, commissions, boards, citizen advisory committees to Council and other similar public bodies of the Village, shall be held at the Town Hall or any other place that may be designated in the published agenda **or for Council and its committee meetings by means of video conference or any other similar electronic technology.**

All meetings of the described public bodies in this section shall be open to the public, unless an executive session is expressly authorized under the applicable provisions of State law. Nothing herein contained shall mandate that any public body permit public participation in such open meetings, unless specifically required by the provisions of the Charter or these Codified Ordinances.

131.035 PUBLIC NOTIFICATION.

(a) Regular Meetings. The time and place of all regular meetings of Council, Council committees, commissions, boards, citizen advisory committees to Council and other similar public bodies of the Village, shall be noted in a calendar of monthly meetings. This calendar shall be posted **publicly in any manner that provides the public with easy and wide access, as determined by the Village Clerk, which may include, but is not limited to, on the internet and social media, and in paper form** at the places specified in Section 133.01.

(b) Special Meetings. Notification of any special meeting of Council, Council committees, commissions, boards, citizen advisory committees to Council and other similar public bodies of the Village, shall be made to any news media requesting such notification **at least** twenty-four hours prior to the time of such meetings. This notification shall include the time, place and purpose of the special meeting, and such notification ~~may be made by telephone~~ **shall be by electronic mail, or in any other manner that is intended to provide prompt personal notice, including by oral notice delivered directly or by telephone to the person to be notified.**

(c) Emergency Meetings. In the event of an emergency meeting, notice of such emergency meeting shall be communicated to the news media that have requested notification of the time, place and purpose of the emergency meeting, **which notice shall be by electronic mail, or in any other manner that is intended to provide prompt personal notice, including by oral notice delivered directly or by telephone to the person to be notified.**

131.046 PERSONAL NOTIFICATION.

(a) Any person, organization or group of persons is entitled to mail notice of the calendar of monthly meetings. **Notification shall be by electronic mail, unless notice by regular mail is requested.** To obtain this notice, such persons are required to fill out a form provided by the Clerk of Council for such purpose and provide self-addressed, stamped envelopes for the number of calendars requested in addition to the regular fee of twenty cents (\$0.20) duplicating cost for the reproduction of documents. **It is the responsibility of the person or entity requesting such notice to maintain a valid electronic mail and/or regular mailing address.**

(b) Any requesting person, organization or group of persons shall receive advance notice of all meetings at which any specific type of public business will be discussed and/or acted upon. **Notification shall be by electronic mail, unless notice by regular mail is requested.** To obtain this notice, such persons are required to fill out a form provided by the Clerk of Council for such purposes, and provide self-addressed, stamped envelopes for the number of notifications requested in addition to the regular fee of twenty cents (\$0.20) duplication cost for the reproduction of documents. **It is the responsibility of the person or entity requesting such notice to maintain a valid electronic mail and/or regular mailing address.**

131.057 MINUTES OF MEETINGS.

(a) Minutes. Minutes of all regular and special meetings of Council, Council committees, commissions, boards, citizen advisory committees, etc., shall promptly be recorded in writing, **on paper or electronically,** and open to the public for inspection. Minutes of executive sessions of public bodies need only reflect the general subject matter of discussion in such executive sessions.

(b) Location of Minute Books. The Clerk of Council shall keep a minute book for each public body. The minute books shall contain the minutes of all meetings of each public body. The public may inspect the minute books at all reasonable times.”

Section 2: Chapter 131 of the Codified Ordinances of the Village of Gates Mills as it existed prior to the effective date of this Ordinance is hereby repealed.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption 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 121.22 of the Ohio Revised Code.

Section 4: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this ____ day of _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor