

**VILLAGE OF GATES MILLS
COUNCIL AGENDA - REVISED
FEBRUARY 18, 2025
5:30 p.m.**

**COMMUNITY HOUSE, 1460 CHAGRIN RIVER ROAD
(Livestream available on YouTube – click on the link on
www.gatesmillsvillage.com to watch)**

1. Roll call.
2. Minutes of Council meeting of January 21, 2025. Clerk.
3. Pay Ordinance # 1294 \$663,120.03. Clerk.
4. Mayor's Report. Mayor.
 - a. Gates Mills Land Conservancy Report - Mayor
 - b. 2025 Budget - Mayor
 - c. Zoning Survey – Press
 - d. Virtual and/or Electronically Conducted Meetings - Turner
5. Financial Report. Mayor.
6. Clerk's Report. Clerk.
7. Police Department Report. Minichello.
8. Service Department Report. Biggert.
9. Fire Department Report. Majeski.
- 10. Resolution No. 2025-5 (Second Reading) Deacon.**

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.

11. Motion to obtain bids for the 2025 guardrail program. Siemborski.

12. **Ordinance No. 2025-6** Siemborski.

An Ordinance Authorizing All Actions Necessary to Accept Northeast Ohio Public Energy Council (NOPEC) 2025 Energized Community Grant.

13. **Ordinance No. 2025-7** Siemborski.

An Ordinance to Amend the Annual Appropriation Ordinance No. 2024-52 to Increase Certain Appropriations and Other Expenditures of the Village of Gates Mills, Ohio for the Fiscal Year Ending December 31, 2025.

14. **Resolution No. 2025-8** Siemborski.

A Resolution Authorizing the Mayor to Enter Into a Purchase Agreement with Preston Ford for a 2025 Ford F-550 4 X 4 Cab and Chassis.

15. **Resolution No. 2025-9** Siemborski.

A Resolution Authorizing the Mayor to Enter Into a Purchase Agreement With Best Truck Equipment, Inc. for a Dump Body, Snowplow, Strobe Lighting and Associated Equipment.

16. Business from the Audience.

17. 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 REGULAR MEETING OF COUNCIL
January 21, 2025

A regular meeting of the Council of the Village of Gates Mills, Ohio was held at the Community House on Tuesday, January 21, 2025, at 5:30 p.m. with Mayor Siemborski presiding. The meeting was live-streamed to the internet.

1. Roll Call starts at 1:29

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

Other Village officials present were Clerk DeCapite, Service Director Biggert, Police Chief Minichello, Fire Chief Majeski, Finance Administrator Mulh, Village Engineer Courtney, and Lisa Mack of Roetzel & Andress (acting Law Director).

Councilmember Turner moved to excuse Councilmember Welsh and Councilmember Deacon seconded the motion.

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

2. Election of Council President Pro Tem for one-year term starts at 3:12

Councilmember Turner has held this position for the last year, and she indicated she has prepared for taking on the Mayor's duties in the event of his absence or incapacitation by attending many meetings in addition to her own committee meetings, staying close to the staff, supporting the Village and all its' activities, and having conversations with the Mayor. There's opportunity for additional responsibilities in this role with the support of the Mayor and Council.

Councilmember Steinbrink made a motion to nominate Sandra Turner to serve as Council President Pro Tem. Councilmember Deacon seconded the motion.

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

3. Oath of Office to Council President Pro Tem starts at 7:48

Administered by Mayor Siemborski to Councilmember Turner

4. Mayoral Appointments to Administrative Offices starts at 9:00

Robert S. Reitman, Income Tax Administrator
R. Todd Hunt of Roetzel & Andress, Law Director
Michael Cicero, Prosecutor
David Biggert, Service Director, Building Official & Building Inspector
Trevor Murfello, Service Manager
Janet Mulh, Finance Administrator and Assistant Tax Administrator

7. Pay Ordinance # 1293 \$943,163.82 starts at 14:37

Councilmember Atton moved to approve Pay Ordinance #1293.
Councilmember Deacon seconded the motion.

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

Nays: None

Motion carried.

8. Mayor's Report starts at 16:03

1. 2024 Review - This annual report will be finalized over the next two weeks and expanded to include a reference guide of names/phone numbers/important dates/photographs. Thank you, Council, for your diligence and preparedness in 2024.

2. 2025 Priorities - at 17:19 - The Mayor sent the 2025 priorities he foresees to Council for comment. He has received most but not all comments back. He proposed a special meeting to go through the priorities as a group, assign responsibility, determine the need for additional resources, etc. The Mayor suggested using three comprehensive plan strategic priorities - safety, environment, and community engagement - to organize the 2025 priorities.

3. Funding for Wastewater Treatment Plant - at 18:46 - In December we were informed that we are on the preliminary list of the Water Pollution Control Loan Fund. Village Engineer Courtney will determine any additional paperwork necessary to move from the preliminary to the final list. The \$545,000 loan will qualify for a very low interest rate as this is a regionalization project - one of the priorities of the funding agency.

We did not receive the \$250,000 grant requested from the District One Public Works Integrating Committee. We ranked too low in their scoring matrix to warrant re-applying for the grant.

The Hunt Club has been informed, and they want to move forward with us using the benefit of the Water Pollution Control Loan Fund proceeds. Village Engineer Courtney will provide a schedule of what it would take to plan/design/construct, update the costs, and create a term sheet in sufficient time for review and discussion by the Wastewater Committee and to be in a position a month from now to present to Council - as well as the user charges that we need to finalize and update for all of our users. This timetable along with Council approval of the plan would fit well with a first draw down on the planning and design money in May, when the first distribution occurs.

At 22:07 Councilmember Press asked if we would enter the second round for smaller communities seeking the grant, and Mayor Siemborski answered we aren't high enough on the small municipal list to qualify. Councilmember Atton asked if we would contemplate using our own money to invest in this project if the loan was not approved, and the Mayor replied we haven't discussed that as the loan is 95% certain; he personally would support that as a good use of municipal money. Councilmember Press sought confirmation that Council still needed to approve the project as the previous approval was for applying for the grant. Yes, and approval for the project will not be

money available to handle the unanticipated things when they need to be done as opposed to pushing them off.

Councilmember Atton observed it's the first time since he became a Councilmember that we finished the month or year with less than \$10,000,000 in the bank. Councilmember Press expected traffic camera revenues to be ahead of budget because of the change we made in the threshold a few months ago. The Mayor said two items caused the decline in fourth quarter camera revenue - 1) cameras were down about 14 days during the August storm and 2) we did not have staff on hand between Christmas and New Years to verify and authorize tickets. Councilmember Broome thinks the program is working - people have slowed down.

10. Clerk's Report - None

11. Committee Reports starts at 41:54

Tree Canopy Committee (Councilmember Atton)

- We're glad that Peter Wiest is joining our committee
- Invasives pilot program kicks off on February 1
- Signage/Pink Sheet/Mayor's Letter will communicate a controlled invasives removal program is in progress, not clear cutting or development

12. Police Department Report attached and starts at 43:21

The Police Chief referred to the flock camera mentioned during the Mayor's Safety Fund report earlier - the camera has been ordered, should be in service in the 7700 block of Brigham Road in the spring, and will be our sixth camera. A flock camera is an investigatory tool, not a speed camera. A donation from a resident for \$20,000 will cover the cost - \$10,000 was received in August and \$10,000 was received after the first of the year.

Three instances of fraud perpetrated upon our residents for sizable amounts of money over the last six months gave rise to a scam/fraud seminar for residents to be presented at the Community House by the FBI in February.

Regarding a previous comment about the decline in the number of passes on Mayfield Road - a technician from Gatso came out January 14 and found the eastbound camera had to be realigned. All the violations were being recorded, but the camera was not capturing every single pass.

Councilmember Atton asked if the scam/fraud seminar would be available on YouTube. Police Chief Minichello will talk to Mike Feig about that.

13. Service Department Report attached and starts at 46:59

Service Director Biggert reported Nick Nemastil started in January as the new Service Dept. employee, and he has already shown himself to be a great asset to the Village.

Village Engineer Courtney stated we have more road work than the budget provides for. If the bid numbers come in low or receipts are higher for the year, we may opt to add an additional road. At this point in time, we have programmed in \$200,000 of county road maintenance - we've applied for \$309,000 of which \$139,000 would be reimbursable by the County. Local road maintenance is programmed in at about \$200,000. That will vary up and down based on the budget we have available and how the numbers come in. We also intend on doing Hillcreek and Andrews - two roads that were delayed last year because of the expense of County Line Road. The additional road we've selected for this year is Colvin which runs right next to the elementary school. That road is in terrible shape. We are proposing to remove it and replace it with full depth concrete, which will be much more durable for the buses coming up and down the hill. All in, it's about a million dollars' worth of work. Once the bids are received, we would come back and look for authorization up to the amount in the 2025 budget.

Clerk DeCapite asked if Colvin Road would be widened. Village Engineer Courtney said we can maybe squeeze a half a foot extra on each side, if we do that road. That would be the road added later in the year. Summertime would be the time to do it when school is out of session.

Councilmember Atton asked of the million dollars how much is Andrews and Hillcreek. The Village Engineer stated Hillcreek is about \$425,000 and Andrews is about \$125,000. Councilmember Atton said that it's the expense that we moved into this year in order to do County Line last year within the budget. Confirmed by the Village Engineer.

The Mayor added we've done most of the engineering already. Recall we used to go out for bid in July and do road work in November when the snow was coming. The Village Engineer and the Service Director have done a great job moving the process up half a year.

Councilmember Press moved to authorize the Village Engineer to bid the 2025 Road Maintenance Program. Councilmember Atton seconded the motion.

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

Nays: None

Motion carried.

16. **Resolution No. 2025-1 (First Reading)** starts at 1:02:53

"A Resolution Authorizing and Directing the Transfer of Certain Sums from the General Fund to the Capital Improvement Fund, Mayor's Fund, Wastewater Fund and Police Pension Fund" was read by Mayor Siemborski. This resolution allows us to transfer the amounts in the approved 2025 budget from the General Fund to the listed funds for the full year. This eliminates the noisy work of unnecessary emergency motions for partial transfers being placed in front of Council.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2025-1 be placed on its final passage. Councilmember Steinbrink seconded the motion.

The second change order relates to arborist services, labor, and materials for tree protection adjacent to the storm sewer trench requested by the Groszeks in lieu of payment for the easement and the Groszeks donate the easement.

The Service Director thanked the Groszeks for their cooperation and partnership in this project. We've been working to get this done for 4-5 years.

As a matter of efficiency, Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that both Resolution No. 2025-2 and Resolution No. 2025-3 be placed on their final passage. Councilmember Steinbrink seconded the motion to suspend the rules.

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

Councilmember Broome moved to approve Resolution No. 2025-2 and Councilmember Steinbrink seconded the motion.

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

Councilmember Broome moved to approve Resolution No. 2025-3 and Councilmember Steinbrink seconded the motion.

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

19. **Resolution No. 2025-4 (First Reading)** starts at 1:11:39

"A Resolution Authorizing the Mayor to Enter into a Purchase Agreement with Montrose Ford for a 2025 Ford Lightning F-150 Battery Electric Special Service Vehicle for Use by the Police Department" was read by Mayor Siemborski.

Police Chief Minichello wants to trade in the Tesla and purchase a Ford Lightning truck. The Tesla has been a good vehicle for us, expensive to fix, not a police car but a conversion, so usage is limited, and has a high trade-in value. The Ford Lightning truck has come down \$12,000 in price from its peak and is the same price as the Ford Explorer. There are a lot of utility benefits with the Ford Lightning, we have the electric infrastructure in place already, and it's more comfortable than the Tesla.

Councilmember Press asked if it would be less expensive to replace the Tesla with a gasoline powered vehicle. The Chief does not think so. Councilmember Press asked does it make sense to have all gasoline powered vehicles in the fleet except one electric powered. The Chief said that's what we have now and we will keep evaluating. We expect the pickup to do exactly what the other cars do, and we're going to equip it the exact same way. Councilmember Press asked does that mean the rest of our fleet will become electric over time, and the Chief replied we are not in a position to say that right now.

At 2:01:48, Councilmember Broome wished to clarify that timing is the reason for putting the resolution on first reading now while we are still working on the draft a bit. Councilmember Press stated since OhioGig is negotiating with surrounding communities, there is a risk if we lallygag for too long the equipment, after they finish in Hunting Valley, goes elsewhere and that pushes us further out in time. The Mayor added it is a well done draft but for 5-6 questions to narrow down. We want to give Council time to think about it and to have the Town Hall. Councilmember Deacon said Law Director Hunt did opine that the tweaks to the draft are not material and it was fine to put it out on first reading.

Resolution No. 2025-5 remains on first reading.

At 2:03:45, the Mayor suggested the Police and Fire Chiefs, Service Director, and Village Engineer be excused. All agreed.

21. Council Matters starts at 2:04:27

Hunting Valley and Pepper Pike Governance and Zoom Meetings (Councilmember Press) - On the November ballot Hunting Valley passed a charter amendment to allow electronic meetings; Pepper Pike had done the same by ordinance. Councilmember Press thinks that's something we should give some thought to - not all meetings - it would be the exception rather than the rule - rules are necessary to prevent abuse of the privilege - vast majority of our meetings would be just like they are today. Councilmember Broome and Deacon agreed it should be the exception. Councilmember Turner and others were under the impression electronic meetings were not allowed by the State, then came Covid and they were allowed, then State reversed, now what. Acting Law Director Mack's understanding is that they are allowed so long as you've got a public notice and an opportunity for the public to participate. Finance Administrator Mulh stated you're not part of the quorum and you can't vote based on state law if you attend via Zoom meetings per Law Director Hunt. It's hard to have public interaction if you're meeting via Zoom because someone has to monitor the YouTube livestream. Councilmember Press finds it safer to have a charter amendment than an ordinance to allow the meetings. Councilmember Turner and others want advice from Law Director Hunt.

At 2:09:20, Councilmember Press talked about the Pepper Pike Charter Review Commission, a body of nine qualified residents created by legislation approved by their Council. The commission has held 15 meetings since April 2024 and turned a report over to Council which is currently on second reading. They intend to go to the ballot in May 2025. There are two things in the report that are most important. First is the organization and role of P&Z. Currently P&Z is chaired by the mayor who appoints three members, and all the zoning decisions are made by this body. The commission report recommends a model similar to ours - a councilmember chairs P&Z; council and the mayor jointly agree on who will make up the rest of P&Z. Additionally, all significant zoning changes go to the ballot. Second item of importance is balance of power. Under the current system in Pepper Pike, the mayor is president of council and has a casting vote. The recommendation is to establish the position of president of council to run meetings and set the agenda. The Mayor will continue to come to council meetings. He will not have a vote. According to the commission that is the predominant method of doing local governance in Cuyahoga County. It provides a clearer separation of powers between the legislative and executive branches. Councilmember Press thinks

comments. You all have those I'm pretty sure. Look through them. See when they say "the Mayor has too much power - we must take it away from him" or "the Council has too much power - we must take it away" or "we have to amend the charter". You'll never find it. We have surfaced an issue here that's going to rip at the fabric of our community for no particular reason. Maybe they do it differently in Garfield Heights. I don't live in Garfield Heights. I live here and I love the way it works here. I come to every meeting because I think it's great. The idea that we're going to tear at this with a charter amendment - even today coming up with a new idea/hey snowbirds - I think you need to be very careful about this.

Councilmember Deacon added the reason she was in favor of putting the Broadband resolution on first reading was when we come with an agreement that is all done, Councilmembers or other say I couldn't give any feedback. This gives the opportunity in a complex situation that involves a lot of different stakeholders to have a good conversation. The Mayor thanked Councilmember Deacon and the Broadband Committee, also Ann Whitney and others from prior years, for all the hard work.

23. 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

January 2025

UAN V2025.1

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
1-2025	01/02/2025	01/05/2025	CH	DIVISION OF WATER	\$9.50	C
2-2025	01/02/2025	01/05/2025	CH	DIVISION OF WATER	\$9.50	C
3-2025	01/02/2025	01/05/2025	CH	DIVISION OF WATER	\$9.50	C
4-2025	01/02/2025	01/05/2025	CH	DIVISION OF WATER	\$9.50	C
5-2025	01/02/2025	01/05/2025	CH	DIVISION OF WATER	\$9.50	C
6-2025	01/02/2025	01/05/2025	CH	DIVISION OF WATER	\$9.50	C
7-2025	01/02/2025	01/05/2025	CH	DIVISION OF WATER	\$13.69	C
8-2025	01/02/2025	01/05/2025	CH	DIVISION OF WATER	\$18.70	C
9-2025	01/02/2025	01/05/2025	CH	DIVISION OF WATER	\$60.61	C
9-2025	01/14/2025	01/16/2025	NEG ADJ	DIVISION OF WATER	-\$60.61	C
10-2025	01/02/2025	01/05/2025	CH	DIVISION OF WATER	\$233.62	C
11-2025	01/03/2025	01/05/2025	CH	DIVISION OF WATER	\$319.08	C
11-2025	01/06/2025	01/13/2025	NEG ADJ	DIVISION OF WATER	-\$319.08	C
12-2025	01/03/2025	01/05/2025	CH	CLEVELAND ILLUMINATING CO.	\$448.23	C
13-2025	01/03/2025	01/05/2025	CH	CLEVELAND ILLUMINATING CO.	\$495.16	C
14-2025	01/07/2025	01/13/2025	CH	ENBRIDGE GAS OHIO	\$304.00	C
14-2025	01/07/2025	01/13/2025	NEG ADJ	ENBRIDGE GAS OHIO	-\$304.00	C
15-2025	01/07/2025	01/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$448.35	C
15-2025	01/07/2025	01/13/2025	NEG ADJ	CLEVELAND ILLUMINATING CO.	-\$448.35	C
16-2025	01/06/2025	01/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$507.92	C
17-2025	01/06/2025	01/13/2025	CH	THE HARTFORD	\$215.04	C
18-2025	01/07/2025	01/13/2025	CH	ENBRIDGE GAS OHIO	\$173.00	C
19-2025	01/06/2025	01/13/2025	CH	CHASE BANK	\$2.50	C
20-2025	01/08/2025	01/13/2025	CH	PRIME PAY	\$81,960.34	C
21-2025	01/08/2025	01/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$43.24	C
22-2025	01/08/2025	01/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$90.07	C
23-2025	01/08/2025	01/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$115.96	C
24-2025	01/08/2025	01/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$123.86	C
25-2025	01/08/2025	01/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$174.03	C
26-2025	01/09/2025	01/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$88.03	C
27-2025	01/09/2025	01/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$91.02	C
28-2025	01/09/2025	01/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$456.72	C

Payment Listing

January 2025

UAN V2025.1

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
29-2025	01/10/2025	01/13/2025	CH	PRIME PAY	\$499.25	C
30-2025	01/13/2025	01/13/2025	CH	ENBRIDGE GAS OHIO	\$392.46	C
31-2025	01/13/2025	01/13/2025	CH	EQUIVEST	\$2,507.00	C
32-2025	01/13/2025	01/13/2025	CH	OHIO DEFERRED COMP	\$7,346.30	C
33-2025	01/13/2025	01/13/2025	CH	OHIO DEFERRED COMP	\$1,020.00	C
34-2025	01/14/2025	01/14/2025	CH	MAYFIELD VILLAGE	\$20,368.87	C
35-2025	01/15/2025	01/16/2025	CH	CIGNA HEALTHCARE	\$17,659.30	C
36-2025	01/16/2025	01/16/2025	CH	HOME DEPOT CRC	\$464.29	C
37-2025	01/16/2025	01/16/2025	CH	BWC	\$1,266.00	C
38-2025	01/20/2025	01/20/2025	CH	CHARTER COMMUNICATIONS	\$62.21	C
39-2025	01/20/2025	01/20/2025	CH	VERIZON WIRELESS	\$654.23	C
40-2025	01/20/2025	01/20/2025	CH	CLEVELAND ILLUMINATING CO.	\$108.72	C
41-2025	01/20/2025	01/20/2025	CH	CLEVELAND ILLUMINATING CO.	\$130.60	C
42-2025	01/20/2025	01/20/2025	CH	CLEVELAND ILLUMINATING CO.	\$852.28	C
43-2025	01/20/2025	01/20/2025	CH	PRIME PAY	\$76,871.93	C
44-2025	01/20/2025	01/20/2025	CH	OPERS PUBLIC EMPLOYEES	\$22,518.54	C
45-2025	01/22/2025	01/21/2025	CH	OHIO POLICE & FIRE PENSION	\$28,818.81	C
46-2025	01/23/2025	01/23/2025	CH	SAMS CLUB	\$289.88	C
46-2025	02/04/2025	02/05/2025	NEG ADJ	SAMS CLUB	-\$203.06 *	O
47-2025	01/24/2025	01/27/2025	CH	LYNDHURST MUNI COURT	\$20,340.00	C
48-2025	01/24/2025	01/27/2025	CH	DIVISION OF WATER	\$69.41	C
48-2025	02/04/2025	02/05/2025	NEG ADJ	DIVISION OF WATER	-\$69.41 *	O
49-2025	01/27/2025	01/27/2025	CH	FP MAILING SOLUTIONS	\$200.00	C
50-2025	01/27/2025	01/27/2025	CH	FIRST COMMUNICATIONS, LLC	\$2,875.75	C
51-2025	01/27/2025	01/27/2025	CH	CINTAS CORPORATION #259	\$1,753.92	C
51-2025	02/04/2025	02/05/2025	NEG ADJ	CINTAS CORPORATION #259	-\$188.07 *	O
52-2025	01/27/2025	01/27/2025	CH	EQUIVEST	\$2,507.00	C
53-2025	01/27/2025	01/27/2025	CH	OHIO DEFERRED COMP	\$1,020.00	C
54-2025	01/27/2025	01/27/2025	CH	OHIO DEFERRED COMP	\$7,346.30	C
55-2025	01/29/2025	02/01/2025	CH	CHASE CARD SERVICE	\$1,666.87	C
56-2025	01/30/2025	02/01/2025	CH	CLEVELAND ILLUMINATING CO.	\$813.98	C
57-2025	01/30/2025	02/01/2025	CH	DIVISION OF WATER	\$9.85	C

Payment Listing

January 2025

UAN V2025.1

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
58-2025	01/30/2025	02/01/2025	CH	DIVISION OF WATER	\$9.85	C
59-2025	01/30/2025	02/01/2025	CH	DIVISION OF WATER	\$9.85	C
60-2025	01/30/2025	02/01/2025	CH	DIVISION OF WATER	\$9.85	C
61-2025	01/30/2025	02/01/2025	CH	DIVISION OF WATER	\$9.85	C
62-2025	01/30/2025	02/01/2025	CH	DIVISION OF WATER	\$9.85	C
63-2025	01/30/2025	02/01/2025	CH	DIVISION OF WATER	\$14.07	C
64-2025	01/30/2025	02/01/2025	CH	DIVISION OF WATER	\$19.35	C
65-2025	01/30/2025	02/01/2025	CH	DIVISION OF WATER	\$61.39	C
65-2025	02/03/2025	02/05/2025	NEG ADJ	DIVISION OF WATER	-\$61.39 *	O
66-2025	01/30/2025	02/01/2025	CH	DIVISION OF WATER	\$329.46	C
67-2025	01/31/2025	02/04/2025	CH	ANCORA ADVISORS	\$5,259.24	C
68-2025	01/31/2025	02/04/2025	CH	STATE TREASURER OF OHIO	\$450.00	C
69-2025	01/31/2025	02/04/2025	CH	REDSS	\$60.00	C
70-2025	01/31/2025	02/04/2025	CH	LYNDHURST MUNI COURT	\$18.00	C
8104	01/14/2025	01/14/2025	AW	AKE ENVIRONMENTAL, INC.	\$10,342.70	V
8104	01/14/2025	01/14/2025	AW	AKE ENVIRONMENTAL, INC.	-\$10,342.70	V
8105	01/14/2025	01/14/2025	AW	THE BALDWIN GROUP, INC.	\$835.00	V
8105	01/14/2025	01/14/2025	AW	THE BALDWIN GROUP, INC.	-\$835.00	V
8106	01/14/2025	01/14/2025	AW	CARGILL, INCORPORATED	\$15,757.91	V
8106	01/14/2025	01/14/2025	AW	CARGILL, INCORPORATED	-\$15,757.91	V
8107	01/14/2025	01/14/2025	AW	MICHAEL E. CICERO	\$1,250.00	V
8107	01/14/2025	01/14/2025	AW	MICHAEL E. CICERO	-\$1,250.00	V
8108	01/14/2025	01/14/2025	AW	MICHAEL E. CICERO	\$1,056.69	V
8108	01/14/2025	01/14/2025	AW	MICHAEL E. CICERO	-\$1,056.69	V
8109	01/14/2025	01/14/2025	AW	CUYAHOGA CO MAYORS & MGRS	\$12,500.00	V
8109	01/14/2025	01/14/2025	AW	CUYAHOGA CO MAYORS & MGRS	-\$12,500.00	V
8110	01/14/2025	01/14/2025	AW	FLOCK SAFETY	\$8,093.48	V
8110	01/14/2025	01/14/2025	AW	FLOCK SAFETY	-\$8,093.48	V
8111	01/14/2025	01/14/2025	AW	LEXIPOL	\$210.20	V
8111	01/14/2025	01/14/2025	AW	LEXIPOL	-\$210.20	V
8112	01/14/2025	01/14/2025	AW	ADOLPH MELINZ	\$184.18	V
8112	01/14/2025	01/14/2025	AW	ADOLPH MELINZ	-\$184.18	V
8112	01/14/2025	01/14/2025	AW	DANIEL BERRY	\$184.18	V
8112	01/14/2025	01/14/2025	AW	DANIEL BERRY	-\$184.18	V

Payment Listing

January 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8113	01/14/2025	01/14/2025	AW	JEFF MACKIE	\$1,457.16	V
8113	01/14/2025	01/14/2025	AW	JEFF MACKIE	-\$1,457.16	V
8114	01/14/2025	01/14/2025	AW	AKE ENVIRONMENTAL, INC.	\$10,342.70	C
8115	01/14/2025	01/14/2025	AW	THE BALDWIN GROUP, INC.	\$835.00	C
8116	01/14/2025	01/14/2025	AW	CARGILL, INCORPORATED	\$15,757.91	C
8117	01/14/2025	01/14/2025	AW	MICHAEL E. CICERO	\$1,250.00	C
8118	01/14/2025	01/14/2025	AW	CUYAHOGA CO MAYORS & MGRS	\$1,056.69	C
8119	01/14/2025	01/14/2025	AW	FLOCK SAFETY	\$12,500.00	C
8120	01/14/2025	01/14/2025	AW	LEXIPOL	\$8,093.48	C
8121	01/14/2025	01/14/2025	AW	ADOLPH MELINZ	\$210.20	C
8122	01/14/2025	01/14/2025	AW	DANIEL BERRY	\$184.18	C
8123	01/14/2025	01/14/2025	AW	JEFF MACKIE	\$1,457.16	V
8123	01/14/2025	01/14/2025	AW	JEFF MACKIE	-\$1,457.16	V
8124	01/14/2025	01/14/2025	AW	TREVOR MURFELLO	\$1,457.16	C
8125	01/14/2025	01/14/2025	AW	D. GREGG MINICHELLO	\$1,160.16	C
8126	01/14/2025	01/14/2025	AW	NORTHEAST OH MAYORS & MGRS	\$122.16	C
8127	01/14/2025	01/14/2025	AW	OHO MUNICIPAL LEAGUE	\$300.00	C
8128	01/14/2025	01/14/2025	AW	BEN PESUIT	\$610.00	C
8129	01/14/2025	01/14/2025	AW	JOHN RICHARDS	\$134.89	C
8130	01/14/2025	01/14/2025	AW	RANDY SAVAGE	\$2,454.56	C
8131	01/14/2025	01/14/2025	AW	ANGELA SUCHETKA	\$2,304.48	C
8132	01/14/2025	01/14/2025	AW	SHERWIN WILLIAMS	\$478.38	C
8133	01/14/2025	01/14/2025	AW	WICHERT INSURANCE SERVICES	\$157.94	C
8134	01/14/2025	01/14/2025	AW	WINZER	\$107,729.00	C
8135	01/14/2025	01/14/2025	AW	WINZER	\$271.79	V
8135	01/14/2025	01/14/2025	AW	WINZER	-\$271.79	V
8136	01/14/2025	01/14/2025	AW	WITMER PUBLIC SAFETY GROUP	\$1,289.94	V
8136	01/14/2025	01/14/2025	AW	WITMER PUBLIC SAFETY GROUP	-\$1,289.94	V
8137	01/14/2025	01/14/2025	AW	CHAGRIN VALLEY DISPATCH	\$24,243.00	C
8138	01/14/2025	01/14/2025	AW	CITY OF LYNDBURST	\$18.65	C
8139	01/14/2025	01/14/2025	AW	HILLCREST COUNCIL OF COUNCILS	\$300.00	O
8140	01/14/2025	01/14/2025	AW	OHIO FIRE CHIEFS' ASSOCIATION	\$100.00	V

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

2/10/2025 9:57:16 AM

Payment Listing

UAN V2025.1

January 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8140	01/31/2025	02/01/2025	AW	OHIO FIRE CHIEFS' ASSOCIATION	-\$100.00	V
8141	01/14/2025	01/14/2025	AW	PRADCO	\$370.00	C
8142	01/14/2025	01/14/2025	AW	TREASURER, STATE OF OHIO	\$50.00	C
8143	01/14/2025	01/14/2025	AW	TREAS OF STATE (FUND 83F)	\$750.00	C
8144	01/14/2025	01/14/2025	AW	MAYFIELD VILLAGE	\$72,601.13	C
8145	01/14/2025	01/14/2025	AW	WINZER	\$271.79	C
8146	01/14/2025	01/14/2025	AW	WITMER PUBLIC SAFETY GROUP	\$1,289.94	C
8147	01/14/2025	01/14/2025	AW	C.W. COURTNEY COMPANY	\$3,736.50	C
8148	01/21/2025	01/21/2025	AW	SENSYS GATSO USA, INC.	\$30,396.00	C
8149	01/21/2025	01/21/2025	AW	ABATE LANDSCAPING FLORIST	\$779.92	C
8150	01/21/2025	01/21/2025	AW	AUBURN PIPE & PLUMBERS SUPPLY	\$66.00	C
8151	01/21/2025	01/21/2025	AW	BAUER SUPPLY	\$74.90	C
8151	02/04/2025	02/05/2025	NEG ADJ	BAUER SUPPLY	-\$74.90 *	O
8152	01/21/2025	01/21/2025	AW	CARGILL, INCORPORATED	\$11,090.84	C
8153	01/21/2025	01/21/2025	AW	CINTAS CORPORATION #259	\$122.40	C
8154	01/21/2025	01/21/2025	AW	COMDOC, INC.	\$35.24	C
8155	01/21/2025	01/21/2025	AW	CUYAHOGA CO POLICE CHIEFS	\$325.00	C
8156	01/21/2025	01/21/2025	AW	DISTILLATA COMPANY	\$134.00	C
8157	01/21/2025	01/21/2025	AW	DUSTBUSTER	\$510.00	C
8158	01/21/2025	01/21/2025	AW	ARMANDO FARINACCI	\$407.50	C
8159	01/21/2025	01/21/2025	AW	MICHAEL FEIG	\$2,635.69	O
8160	01/21/2025	01/21/2025	AW	FIRST CALL	\$258.21	C
8161	01/21/2025	01/21/2025	AW	GENUINE PARTS COMPANY	\$305.46	C
8162	01/21/2025	01/21/2025	AW	VILLAGE OF HUNTING VALLEY	\$900.00	O
8163	01/21/2025	01/21/2025	AW	JASON PHILLIPS	\$203.95	C
8164	01/21/2025	01/21/2025	AW	JD COMPASS STUDIO	\$2,800.00	C
8165	01/21/2025	01/21/2025	AW	MARS ELECTRIC COMPANY	\$25.93	C
8165	02/04/2025	02/05/2025	NEG ADJ	MARS ELECTRIC COMPANY	-\$25.93 *	O
8166	01/21/2025	01/21/2025	AW	CITY OF MAYFIELD HEIGHTS	\$1,375.00	C
8167	01/21/2025	01/21/2025	AW	MILL SUPPLY, INC.	\$1,470.00	C
8168	01/21/2025	01/21/2025	AW	MULLETS HARNNESS SHOP	\$247.50	C
8169	01/21/2025	01/21/2025	AW	NICOLA, GUDBRANSON & COOPER	\$2,062.50	C

Payment Listing
January 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8170	01/21/2025	01/21/2025	AW	OHIO SCHOOL RESOURCE OFFICERS ASSN	\$750.00	O
8171	01/21/2025	01/21/2025	AW	OHIO UTILITIES PROTECTION SERV	\$306.29	C
8172	01/21/2025	01/21/2025	AW	ROETZEL & ANDRESS	\$3,638.00	C
8173	01/21/2025	01/21/2025	AW	RUMPKE	\$88.22	C
8173	02/04/2025	02/05/2025	NEG ADJ	RUMPKE	-\$88.22 *	O
8174	01/21/2025	01/21/2025	AW	SHUTTLEER'S UNIFORM INC.	\$82.00	C
8175	01/21/2025	01/21/2025	AW	SITEONE LANDSCAPE SUPPLY	\$448.35	C
8176	01/21/2025	01/21/2025	AW	STAPLES BUSINESS ADVANTAGE	\$383.47	C
8177	01/21/2025	01/21/2025	AW	TECHSPERT DATA SERVICES LLC	\$437.00	C
8178	01/21/2025	01/21/2025	AW	TRIAD TECHNOLOGIES, LLC	\$449.00	C
8179	01/21/2025	01/21/2025	AW	TURNERY HOME & AUTO	\$456.09	C
8179	02/04/2025	02/05/2025	NEG ADJ	TURNERY HOME & AUTO	-\$47.48 *	O
8180	01/21/2025	01/21/2025	AW	ULLMAN OIL COMPANY	\$12,720.53	C
8181	01/21/2025	01/21/2025	AW	WADSWORTH SERVICE	\$1,640.00	C
8182	01/23/2025	01/23/2025	AW	AKE ENVIRONMENTAL, INC.	\$2,160.00	C
8183	01/23/2025	01/23/2025	AW	FIRELANDS SUPPLY COMPANY	\$562.50	C
Total Payments:					\$663,120.03	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$663,120.03	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IV - 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.

TOTAL

\$663,120.03

Clerk

Mayor

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.

CLERK'S CERTIFICATE

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

Clerk

	ACTUAL	BUDGET
GENERAL FUND	2024	2025
General Fund Revenues	7,799,529	7,696,701
General Fund Expenses (excluding transfers)	6,038,726	6,441,524
<i>General Fund Operating Surplus/Deficit</i> (excluding transfers to other funds)	1,760,803	1,255,177
Total Transfers to Other funds	1,462,125	1,241,500
Beginning Balance General Fund	7,580,424	7,879,102
Ending Balance General Fund	7,879,102	7,892,779
	ACTUAL	BUDGET
OTHER FUNDS	2024	2025
STREET CONST MAINT REPAIR	169,334	174,933
STATE HIGHWAY	27,207	24,307
BOND RETIREMENT	2,730	2,730
CAPITAL IMPROVEMENT	260,244	44,743
WATER	302,465	293,966
WASTEWATER	11,467	21,467
PARK RECREATION	22,147	10,848
CEMETERY	72,220	79,220
MAYOR'S DISCRETIONARY	505	505
PURCELL TRUST	30,296	10,295
SAFETY FUND	50,473	2,473
LAND CONSERVATION	326,382	412,182
BUILDING BOND DEPOSIT	156,162	157,462
UNDERGROUND STORAGE TANK	11,000	11,000
POLICE PENSION	33,832	30,832
STATE GRANTS	21,399	21,199
MAYOR'S COURT/VIOL BUREAU	560	560
ONEOHIO FUND (OPIOD)	2,348	2,848
LOCAL FISCAL RECOVERY FUND (ARPA)	157,531	-
TOTAL OTHER FUNDS	1,658,302	1,301,570
TOTAL ENDING BALANCE ALL FUNDS	9,537,404	9,194,349

		2024	2025
		ACTUAL	BUDGET
General Fund			
Revenues			
<i>Taxes:</i>	RE Taxes	2,545,820	2,785,820
	Municipal Tax	2,645,444	2,415,000
	LGF/Sales/State Tax	37,718	-
	Total Taxes	5,228,982	5,200,820
<i>Other Sources:</i>			
	Fines and Costs	68,051	75,100
	Fines (Gross Traffic Camera Receipts)	1,490,960	1,520,000
	Building/Liquor Permits & Licenses	73,241	51,040
	Interest Income	286,235	273,500
	Rental Income	229,933	222,360
	Mills Building Rental Income	112,179	142,631
	Ambulance Income	72,831	50,000
	SRO Reimbursement	94,450	94,500
	Miscellaneous	142,666	66,750
	Total Other	2,570,547	2,495,881
<i>Assessments:</i>			
	School Board Property Assessment	-	-
	Total General Fund Revenues	7,799,529	7,696,701

GENERAL FUND		2024	2025
		ACTUAL	BUDGET
ADMINISTRATION			
	<i>Salaries & Wages</i>		
	Finance	110,268	114,064
	THC	53,939	55,600
	<i>Health Insurance</i>	61,641	48,681
	<i>Workers' Comp/Medicare</i>	5,119	5,500
	<i>OPERS</i>	27,063	29,000
	PERSONNEL COSTS:	258,030	252,845
	<i>Legal</i>		
	Law Director	65,400	60,000
	Prosecutor	46,788	58,750
	Other Legal	8	2,000
	<i>Engineering</i>	49,974	48,610
	<i>Other Professional Services</i>	109,463	111,500
	LEGAL & PROFESSIONAL:	271,633	280,860
	<i>General Insurance</i>	116,838	130,000
	<i>Income Tax Expense</i>	77,786	70,000
	<i>County Auditor Expenses</i>	55,567	73,000
	<i>Office Expenses</i>	10,463	14,500
	<i>Miscellaneous</i>	3,938	5,500
	OTHER ADMIN COSTS:	264,592	293,000
	TOTAL ADMIN OPERATING COSTS:	794,255	826,705
	<i>TRANSFERS:</i>		
	CAP IMP	1,265,625	1,000,000
	WATER		
	WASTEWATER	35,000	70,000
	PARK REC		
	CEMETERY		
	MAYOR'S	1,500	1,500
	POLICE PENSION	160,000	170,000
	TOTAL TRANSFERS:	1,462,125	1,241,500
	TOTAL ADMIN COSTS W/ TRANSFERS:	2,256,379	2,068,205

GENERAL FUND		2024	2025
		ACTUAL	BUDGET
POLICE			
	<i>Salaries & Wages</i>	1,165,774	1,280,250
	<i>Overtime</i>	54,601	35,000
	<i>Health Insurance & WC/Medi/OPERS</i>	249,495	259,019
		46,488	55,800
	PERSONNEL COSTS:	1,516,358	1,630,069
	<i>Gasoline</i>	11,952	25,000
	<i>Repairs & Maintenance</i>	14,784	17,000
	<i>Radio Maintenance & Repair</i>	-	-
	<i>Uniforms</i>	9,543	16,000
	<i>Training/Conferences</i>	8,678	13,000
	<i>Chagrin Valley Dispatch</i>	168,755	140,000
	<i>Alarm System</i>	17,190	17,000
	<i>Maintenance Agreements</i>	23,203	28,000
	<i>Traffic Program - Court</i>	339,835	336,000
	<i>Traffic Program - Gatso</i>	415,665	405,000
	<i>Other Expenses</i>	11,503	16,000
	<i>VEG</i>	11,000	12,000
	OTHER POLICE DEPT. COSTS:	1,032,107	1,025,000
	<i>Vehicle Purchase</i>	57,171	52,000
	<i>New Equipment</i>	8,358	26,000
	CAPITAL COSTS:	65,529	78,000
	TOTAL POLICE DEPT. COSTS:	2,613,993	2,733,069
FIRE			
	<i>Salaries & Wages</i>	154,362	227,500
	<i>Workers' Comp/Soc Sec/Medi</i>	25,387	33,900
	PERSONNEL COSTS:	179,749	261,400
	<i>Vehicle Maintenance</i>	11,577	10,000
	<i>Ambulance/EMS</i>	450,852	486,900
	<i>Training & Conferences</i>	67	12,500
	<i>Contract & Annual Fees</i>	17,443	26,000
	<i>Other Expenses</i>	11,086	15,000
	OTHER FIRE DEPT. COSTS:	491,025	550,400
	CAPITAL COSTS:	41,315	131,300
	TOTAL FIRE DEPT. COSTS:	712,089	943,100

GENERAL FUND		2024	2025
		ACTUAL	BUDGET
SERVICE			
	<i>Salaries & Wages</i>	763,041	823,725
	<i>Overtime</i>	30,903	30,975
	<i>Health Insurance &</i>	223,832	219,100
	<i>WC/Medi/OPERS</i>	129,771	143,100
	PERSONNEL COSTS:	1,147,547	1,216,900
	<i>Salt & Slag</i>	56,011	60,000
	<i>Building Inspection</i>	17,490	18,000
	<i>Equipment Maintenance</i>	52,307	52,000
	<i>Gasoline</i>	33,770	40,000
	<i>Supplies</i>	34,572	36,500
	OPERATING COSTS:	194,150	206,500
	<i>Village Hall</i>	131,360	166,100
	<i>Village House</i>	7,287	2,300
	<i>Community Building</i>	66,609	20,700
	<i>Post Office</i>	1,070	2,300
	<i>OBT Building</i>	1,448	1,850
	<i>Wash House</i>	64	4,200
	<i>Burton Court</i>	5,181	3,200
	<i>Mills Building</i>	56,398	75,100
	<i>Library</i>		
	BUILDING OPER & MAINT:	269,417	275,750
	<i>Street Repair</i>	4,322	5,000
	<i>Ditches, Drains & Sewers</i>	22,945	30,500
	<i>Tree Grinding & Tree Removal</i>	47,950	15,000
	<i>Street Lighting</i>	19,865	20,000
	<i>Parks</i>	15,218	21,000
	<i>Guardrails, Signs & Bridges</i>	8,390	10,000
	STREETS & ROADS:	118,690	101,500
	<i>Vehicles/Cap Equip</i>	174,689	120,000
	<i>New Equipment</i>	13,897	18,000
	CAPITAL COSTS:	188,586	138,000
	TOTAL SERVICE DEPT. COSTS:	1,918,390	1,938,650
		7,500,851	7,683,024

2025 Budget

Village of Gates Mills

Revenues:

RE Taxes are projected based on this year's amount with the additional revenue estimated by the County after the reappraisals. I will update the number when I receive the County's Schedule A information.

Municipal Income Taxes – Projection is from RITA.

LGF number is based upon the traffic camera program's success.

Traffic camera program receipts have been kept level. Number of citations were declining but have stabilized again.

Other sources of Income:

Fines and Costs include court fines, costs, deer permits and parking tickets.

Other Income includes the money received for the School Resource Officer and the County for road material reimbursement.

Expenses:

All Departments: Assume 3% Wage Increase, Additions to Staff & Health Insurance, Longevity and Incentive Pay Bonuses.

Administration:

Benefit number includes Workers' Compensation, Medicare, Pension, and Health Care amounts for Finance, Town Hall Coordinator and Engineer. Engineer salary is included in Engineering Expenses.

Other Professional Services includes investment advisor fees, broadband contract services, website fees, codification of ordinances, architectural services, payroll services, shredding service, CSWCD dues, NOACA dues, IT support, UAN fees (Uniform Accounting Network – used by finance), and audit fees.

General Insurance – I am awaiting the renewal amount.

Office Expenses – Includes new computers for Town Hall Coordinator and Mayor.

Police:

Staff: New FT position and Police Town Hall Coordinator replacement.

Equipment : Vehicle Purchase (including upfitting and trade-in) \$52,000, Portable Radios \$20,000, Radar Units \$1,000, AEDs \$2,000 and an E-Bike \$3,000.

Chagrin Valley Dispatch is a decrease based upon new formula for charging communities..

Alarm System: Reduced as number of users is being lowered through attrition.

Fire:

Staffing: Addition of Friday evening (4:00 – 8:00 p.m.) and Sunday (12 hours) for Station Duty staffing.

Capital Expenditures – Personal Protective Equipment \$36,800 (5 replacement sets and 3 new firefighter sets \$4,600 per set), Vehicle Replacement and Upfit of 1472 (2010 Ford Explorer) \$75,000, SCBA Air Pack Upgrades \$10,000, Portable radios \$6,000 and New Voice Pagers \$3,500.

EMS includes a 3% increase per the contract.

Service:

Staff: One retirement in 2025, replacement has been selected.

Salt is estimated to be \$80,000 for salt and de-icer material. Salt is \$49.98 per ton. Will use State Highway Fund for some salt expense.

Vehicle: New plow truck with equipment and chassis is \$120,000.

Other Contractual Services – Electrical inspections and engineering inspections.

Equipment: Skag mower is \$16,500.

Village Hall – Needs new roof. Estimated cost is \$45,000.

Mills Building: Includes \$15,000 for painting.

Capital Improvement Fund:

2025 Road Program	850,000
Storm Water Regs & Issues	20,000
Contingencies	20,000
Salt Bin (engineering)	50,000
Broadband	500,000
Guardrail Replacement	100,000
Sidewalk Project	78,125
Total	1,618,125
Pay from SCMR Fund	200,000
Pay from Capital Fund	1,418,125

2025 Road Program includes County Road Maintenance, Local Road Maintenance, Hillcreek Repaving, and Andrews Road Repaving.

Safety Fund: Flock Cameras \$17,000, Smoke Detectors \$2,000

Land Conservancy: Amount to be given to GMLC and Tree Canopy pilot project.

Local Government Fiscal Recovery Fund (ARPA): \$157,531 to be used for sidewalk and pedestrian bridge project (from County)

DRAFT SURVEY TO VILLAGERS

Dear Villager,

The Village is seeking your views to better understand how residents feel about Council reviewing and possibly amending our Charter to ensure that we adequately protect the interests of residents and Villagers-specific to three zoning issues:

- Chapter 1160 (the part of our zoning code which allows groups of up to three attached single-family homes in exchange for conserving open space)
- Five-acre lot size (the minimum lot size established in the 1990s outside the downtown historical district)
- Higher density housing (currently not allowed, but clustering of homes with associated open space under Chapter 1160 above)

We are seeking feedback that will provide Council some direction on how and whether to move forward.

All survey results will be aggregated and no responses attributed to any individual.

Please select one of the three options below:

___RETAIN the current process for making zoning changes (no changes to Charter) – COUNCIL to make final decisions (specific to these three zoning provisions outlined above).

___AMEND the current process for making zoning changes (amend ordinances) to add additional mandatory notice requirements to residents of Council proposed Code changes (versus changes to Charter) – Council to make final decisions (specific to these three zoning provisions outlined above).

___AMEND the current process for making zoning changes (amend the Charter) – enabling RESIDENT VOTERS to make final decisions at the ballot box (specific to these three zoning provisions outlined above).

Please select one of the two options below:

___I am INTERESTED in attending a Town Hall meeting to learn more about this possible Charter amendment (specific to these three zoning provisions).

___I am NOT INTERESTED in attending a Town Hall meeting to learn more about this possible Charter amendment (specific to these three zoning provisions).

Thank you for your time to provide feedback.

Virtual and/or Electronically Conducted Meetings
February 10, 2025

According to state law, a Council member must be present in-person to be counted in a quorum or to vote. The Ohio Attorney General's Office has strictly interpreted the Open Meetings Act as limiting a member to listening to a public meeting via telephone or internet. A member cannot be counted in a quorum or vote if the member is not present. The exception during the global pandemic has ended.

A Village can amend its Charter to allow virtual meetings by a majority vote of the residents. However, it is conceivable that the State would at some point intervene to say that actions taken at such virtual meetings are not binding.

Gates Mills does not have a problem with Council members being able to attend in-person. From January 2022 through December 2024, we have had a 95% attendance rate.

Comparison with other communities

Community	Number of Council Members	Number of Council Meetings per month	Ordinance? Election? Both? to address virtual/electronic meetings	Summary	Comment
Beachwood	7	2 council meetings except 1 each in June and July 0 in August	N/A	Not interested in electronic/virtual meetings. Likes to interact in person.	
Hunting Valley	6	1 council meeting	Both. Ordinance passed Council unanimously on 5/14/24; Resident election on 11/5/25 passed 420 to 61.	Any public body of the Village may meet virtually or electronically by teleconference, videoconference, web platform or similar technologies. Such attendance is considered in person for purposes of quorum and to vote at any such meeting.	
Mayfield Village	7	1 caucus meeting 1 council meeting	N/A	This issue has not been raised for discussion	There is a charter review commission currently
Orange	7	2 council meetings	N/A	This issue has not been raised for discussion	
Mayfield Heights	7	2 council meetings	N/A	Met by conference call during COVID. Never met by Zoom. Then went back to in-person meetings.	
Moreland Hills	6	1 committee of the whole 1 council meeting	Changed charter by resident vote in Nov. 2022 to allow virtual meetings anytime.	Council and other public bodies of the Village can hold in-person, virtual or hybrid meetings that count for attendance, participation and voting. Public notice and access must be given.	
Willoughby Hills	7	1 working session 1 council meeting	N/A	This issue has not been raised for discussion	
Kirtland Hills	7	1 council meeting	Council passed an ordinance in Jan. 2023 amending its Open Meetings chapter to allow attendance and voting virtually, at any meeting of the Village at the discretion of the chair of that Council or committee	Council and other public bodies can hold in-person, virtual or hybrid meetings that count for attendance and voting.	
Hudson	7	2 workshops 2 council meetings	N/A	This issue has not be raised for discussion.	

In March, 2024, Council and the Administration used the work of the citizen-led comprehensive planning process to identify three strategic priorities. During 2024, we accomplished many activities to support these priorities. Those accomplishments are presented in a separate document. Presented below are possible 2025 projects or undertakings that a) support the three strategic priorities and/or b) are also important to the Village. These were discussed at the Special Council meeting held on February 10, 2025.

	PRIORITY/PROJECT	COMMENTS
	PRIORITY: SAFETY	
1	Fill the full-time police officer opening	
2	Consider traffic enforcement in the school zone on Mayfield Road	
3	Complete specifications, evaluate funding and consider bidding for new fire engine	
4	Expand fire station duty weekend presence by 12-16 hours	
5	Construct sidewalk from elementary school parking lot to library	
	PRIORITY: ENVIRONMENTAL STEWARDSHIP	
1	Execute invasive pilot program projects	
2	Use pilot program learnings to scope broader projects	
3	Foster the relationship between the Village and GM Land Conservancy	
4	If approved, convert the CVHC wastewater system into the Village system	
5	Collaborate with the GM Garden Club for a Wildflower Preserve project in the Arboretum	
6	Monitor the recycling program and waste removal vendor	
	PRIORITY: COMMUNITY ENGAGEMENT	
1	If approved, begin installing fiber optic solution with Chagrin Valley Gig	
2	Formalize collaboration with community organizations and their priorities	
3	Plan the Village's 200th anniversary for 2026 - plan by mid-2025	
4	Support Encore Gates Mills Music and Idea Festival in year 2	
	OTHER IMPORTANT ITEMS	
1	No changes to zoning. How to memorialize this - Ordinance or Charter	
2	Continue road program (year 4)	
3	Evaluate repairs needed for RR walking bridge	
4	Evaluate repairs needed for Town Hall	
5	Consider a master plan for the Village Center	
6	Create specifications and cost estimates for new salt bin	
7	Enforce Ordinances	
8	Consider Historic District guidelines	
9	Reform committees	
10	Levy renewal	
11	Update a 3-to-5 year financial plan	
12	Identify potential council candidates	
13	Program to refurbish homes in poor condition	
14	Foster relationship between the Village and Mayfield City Schools	

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
JANUARY 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	23,000	23,000	98,000
Municipal Income Taxes	2,415,000	138,460	138,460	128,396
Share of Sales and State Taxes	-	4,587	4,587	4,759
Total Tax Revenue	5,200,820	166,047	166,047	231,155
Other Sources:				
Fines and Costs	75,100	2,184	2,184	4,996
Traffic Camera Gross Receipts	1,520,000	110,500	110,500	166,930
Building/Liquor Permits & Licenses	51,040	1,750	1,750	875
Interest Income	273,500	13,847	13,847	19,986
Rental Income	222,360	1,807	1,807	16,702
Mills Building Rental Income	142,631	35,742	35,742	5,040
Ambulance Income	50,000	20,369	20,369	24,624
SRO Reimbursement	94,500	-	-	7,871
Misc	66,750	1,450	1,450	531
Total Other Sources Revenue	2,495,881	187,650	187,650	247,555
Assessments:				
School Board/Property Assessment	-	-	-	-
Total General Fund Revenues	7,696,701	353,697	353,697	478,710
Add Year Beginning General Fund Balance		7,879,102	7,879,102	7,580,424
Less Expenses:				
Administration Costs	(see Page 2)	(186,893)	(186,893)	(169,200)
Administration - Transfers		(1,241,500)	(1,241,500)	(196,500)
Police Department Costs	(see Page 3)	(197,963)	(197,963)	(248,798)
Fire Department Costs	(see Page 3)	(17,732)	(17,732)	(14,386)
Fire Department Ambulance	(see Page 3)	(94,239)	(94,239)	(100,475)
Service Department Costs	(see Page 4)	(148,765)	(148,765)	(142,330)
Total General Fund Expenses		(1,887,093)	(1,887,093)	(871,689)
Current General Fund Balance		6,345,706	6,345,706	7,187,445
Plus:				
Other Fund Current Balances		2,933,495	2,933,495	2,168,367
Total Current Balance - All Funds		9,279,201	9,279,201	9,355,812

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
JANUARY 31, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
ADMINISTRATION:				
Salaries and Wages	169,664	12,624	12,624	12,436
Health Insurance	48,681	1,554	1,554	6,866
Worker's Comp/Medicare	5,500	299	299	452
Employee Retirement (OPERS)	29,000	2,081	2,081	2,021
PERSONNEL COSTS	252,845	16,558	16,558	21,775
Legal - Law Director	60,000	3,638	3,638	12,402
Legal - Prosecutor	58,750	3,313	3,313	850
Legal - Other	2,000	-	-	-
Engineering	48,610	2,911	2,911	2,373
Other Professional Services	111,500	10,707	10,707	21,240
LEGAL AND PROFESSIONAL	280,860	20,568	20,568	36,865
General Insurance	130,000	107,729	107,729	103,578
Income Tax Expense	70,000	39,350	39,350	3,852
County Auditor Expenses	73,000	-	-	-
Office Expenses	14,500	421	421	1,213
Miscellaneous Expenses	5,500	2,267	2,267	1,917
OTHER ADMINISTRATIVE COSTS	293,000	149,767	149,767	110,560
ADMINISTRATION OPERATING COSTS	826,705	186,893	186,893	169,200
Transfers to Other Funds	1,241,500	1,241,500	1,241,500	196,500
TOTAL ADMINISTRATION COSTS	2,068,205	1,428,393	1,428,393	365,700

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
JANUARY 31, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
POLICE DEPARTMENT:				
Salaries and Wages	1,280,250	89,162	89,162	86,846
Overtime	35,000	7,617	7,617	4,013
Health, OPERS, MEDI, Worker Comp	314,819	16,897	16,897	34,133
PERSONNEL COSTS	1,630,069	113,676	113,676	124,992
Gasoline	25,000	4,605	4,605	-
Repairs and Maintenance	17,000	56	56	253
Uniforms	16,000	-	-	-
Training/Conferences	13,000	1,975	1,975	2,200
Dispatch Operating Fee	140,000	11,419	11,419	28,126
Alarm System Fee	17,000	-	-	4,331
Maintenance Agreements/Radio Expenses	28,000	14,409	14,409	14,562
Traffic Camera Program LMC	336,000	20,340	20,340	27,840
Traffic Camera Program Gatso	405,000	30,396	30,396	45,801
Other Expenses	16,000	1,087	1,087	693
V.E.G.	12,000	-	-	-
OTHER POLICE DEPART COSTS	1,025,000	84,287	84,287	123,806
Vehicle Purchases	52,000	-	-	-
Equipment Purchases	26,000	-	-	-
CAPITAL EXPENDITURES	78,000	-	-	-
TOTAL POLICE DEPARTMENT COSTS	2,733,069	197,963	197,963	248,798

FIRE DEPARTMENT:				
Salaries and Wages	227,500	14,990	14,990	11,695
PERS, MEDI, SOC SEC, Worker Comp	33,900	1,687	1,687	2,218
PERSONNEL COSTS	261,400	16,677	16,677	13,913
Vehicle Maintenance	10,000	10	10	44
Ambulance/EMS <i>see below</i>	486,900	94,239	94,239	100,475
Training/Conferences	12,500	-	-	-
Contracts & Annual Fees	26,000	783	783	242
Other Expenses	15,000	262	262	187
OTHER FIRE DEPARTMENT COSTS	550,400	95,294	95,294	100,948
CAPITAL EXPENDITURES	131,300	-	-	-
TOTAL FIRE DEPARTMENT COSTS	943,100	111,972	111,972	114,861
<i>Ambulance Income on Cover Page</i>	50,000	20,369	20,369	24,624

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

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
SERVICE DEPARTMENT:				
Salaries and Wages	823,725	59,130	59,130	55,530
Overtime	30,975	11,057	11,057	7,572
Health, OPERS, MEDI, Worker Comp	362,200	24,503	24,503	30,036
PERSONNEL COSTS	1,216,900	94,690	94,690	93,138
Salt/Aggregate (snow removal)	60,000	27,297	27,297	453
Building Inspection	18,000	-	-	500
Equipment Maintenance	52,000	2,308	2,308	11,957
Gasoline Expense	40,000	8,180	8,180	-
Supplies/Uniforms	36,500	4,081	4,081	3,739
OPERATING COSTS	206,500	41,866	41,866	16,649
BUILDING OPERATION & MTC				
Village Hall	166,100	6,802	6,802	7,000
Village Houses	2,300	96	96	130
Community Building	20,700	1,223	1,223	889
Post Office	2,300	-	-	17
OBT Building	1,850	128	128	159
Wash House	4,200	28	28	13
Burton Court	3,200	124	124	328
Mills Building	75,100	697	697	20,916
BUILDING OPERATION & MTC	275,750	9,098	9,098	29,452
Street Repair	5,000	-	-	-
Ditch, Drain, Sewers	30,500	66	66	-
Tree Grinding (Contractors)	15,000	-	-	-
Street Lighting	20,000	1,168	1,168	1,357
Parks	21,000	1,160	1,160	256
Guardrails, Signs, Bridges	10,000	717	717	451
STREETS AND ROADS	101,500	3,111	3,111	2,064
Vehicles	120,000	-	-	-
Other Equipment	18,000	-	-	1,027
CAPITAL EXPENDITURES	138,000	-	-	1,027
TOTAL SERVICE DEPARTMENT COSTS	1,938,650	148,765	148,765	142,330

VILLAGE OF GATES MILLS
 FINANCIAL STATEMENT
 JANUARY 31, 2025

	Beginning Year Balance	Year-to-date Actual Receipts	Year-to-date Actual Expenses	Unexpended Balance
Street Const Maint Repair	169,334	16,437	-	185,771
State Highway	27,207	1,362	-	28,569
Bond Retirement (KeyBank Loans)	2,730	-	-	2,730
	<u>199,270</u>	<u>17,799</u>	<u>-</u>	<u>217,069</u>
Capital Improvement	260,244	1,053,575	-	1,313,819
Water	302,465	-	-	302,465
Wastewater Plant	11,467	70,813	13,030	69,250
Park Recreation	22,147	-	-	22,147
Cemetery	72,220	-	-	72,220
Mayor's Court-Violations Bureau	560	396	528	428
Mayor's Discretionary	505	1,500	-	2,005
Purcell Trust	30,296	-	-	30,296
Land Conservation	326,382	3,244	3,737	325,890
Local Fiscal Recovery Fund (ARPA)	157,531	-	-	157,531
Building Bond Deposit	156,162	-	-	156,162
Underground Storage Tank	11,000	-	-	11,000
Safety Fund	50,473	10,000	13,790	46,683
Police Relief & Pension	33,832	170,000	17,700	186,132
Law Enforcement	-	-	-	-
VEST Grant	-	-	-	-
OneOhio Fund (Opiod)	2,348	-	-	2,348
STATE Grants	21,399	4,745	8,093	18,051
TOTAL OTHER FUNDS	<u>1,658,301</u>	<u>1,332,072</u>	<u>56,878</u>	<u>2,933,495</u>
GENERAL FUND	7,879,102	353,697	1,887,093	6,345,706
TOTAL ALL FUNDS	<u>9,537,403</u>	<u>1,685,769</u>	<u>1,943,970</u>	<u>9,279,201</u>

STATE OF THE VILLAGE
JANUARY 31, 2025

	2025	2024
Total Current Balance - All Funds	9,279,201	9,355,814
Cash and Investments:	1/31/2025	1/31/2024
Cash:		
ANCORA	8,698,691	8,477,543
CHASE DDA	64,615	360,886
CHASE SAV - LAND CONS	1,498	219,328
STAR OHIO -LAND CONS	324,392	-
CHASE VIOLATIONS BUREAU	38,926	52,817
Star Ohio	<u>156,485</u>	<u>536,833</u>
Total Cash	9,284,607	9,647,405
(OUTSTANDING CHECKS)	<u>(5,406)</u>	<u>(291,591)</u>
Total Cash and Investments	9,279,201	9,355,814

** From Wastewater Fund

GENERAL FUND SUMMARY	BUDGET	JANUARY	2025 YEAR TO DATE	2024 YEAR TO DATE
Real Estate Taxes	2,785,820	23,000	23,000	98,000
Municipal Income Tax	2,415,000	138,460	138,460	128,396
Share of Sales and State Taxes	-	4,587	4,587	4,759
Other Sources	2,495,881	187,650	187,650	247,555
Assessments	-	-	-	-
TOTAL OPERATING REVENUES	7,696,701	353,697	353,697	478,710
OPERATING EXPENSES				
Administration Department	826,705	186,893	186,893	169,200
Police Department	2,733,069	197,963	197,963	248,798
Fire Department	943,100	111,972	111,972	114,861
Service Department	1,938,650	148,765	148,765	142,330
Transfers excluding Inheritance Taxes	1,241,500	1,241,500	1,241,500	196,500
TOTAL OPERATING EXPENSES	7,683,024	1,887,093	1,887,093	871,689
SURPLUS (DEFICIT)	13,677	(1,533,396)	(1,533,396)	(392,979)

Project	January 31, 2025	BUDGET	JANUARY	YEAR TO DATE EXPENSES	COURTNEY	OTHER	SCMR/STHWY
CAPITAL IMPROVEMENT							
2025 Road Program		850,000	-	-			
Sidewalk Project		78,125	-	-			
Storm Water Regulations & Issues		20,000	-	-			
Salt Bin Engineering		50,000	-	-			
Guardrail Replacement		100,000	-	-			
Broadband		500,000	-	-			
Contingencies		20,000	-	-			
TOTAL		1,618,125	-	-	-	-	-

VILLAGE OF GATES MILLS

FINANCIAL REPORT FOR THE MONTH ENDING JANUARY 31, 2025

MONTHLY RESULTS AND FINANCIAL POSITION

The financial statements were provided to the Mayor, Clerk and Council prior to the February 18, 2025, Regular Council meeting.

GENERAL FUND

Revenue for the month was \$353,697, \$125,013 less than the prior year. The real estate tax advance was lower than received in 2024 by \$75,000. Municipal income taxes were \$10,064 higher this year than last year; however, we did have a refund of just over \$35,000 to record. 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. Real estate tax invoices were mailed out later this year, as the county was awaiting the state to certify values.

The traffic camera enforcement program gross receipts in January were \$110,500, which was \$56,430 less than January 2024. 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 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 January totaled \$50,736 for a net collection of \$59,764 for the month.

Other sources of revenue, excluding the traffic camera program, were \$77,150 compared to \$80,625 last January. The Mills Building rental income is higher this year due to a tenant paying rent for the year in January. Rental income for other facilities was lower than last year due to early payments being made in December 2024.

Expenditures for 2025, excluding transfers to other funds from the General Fund, were \$645,593 compared to \$675,189 in January 2024. 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 \$186,893 in 2025, \$17,693 over the prior year mainly due to an income tax refund payment. The Village paid for its property, casualty and general liability insurances in the month of January at a cost of \$107,729.

The Police Department recorded expenses of \$197,963, which were \$50,835 less than the prior January amount of \$248,798. The traffic camera program costs were \$50,736 this year compared to \$73,641 last January. Lower costs were attributable to the traffic camera program, negotiated lower dispatch fees, and a change in health insurance. The overtime amount of \$7,617 is higher than last year's as the Department is covering the hours of an injured employee.

The Fire Department costs of \$111,972 were slightly lower than last year's amount of \$114,861. This is attributable to a lower quarterly Ambulance/EMS cost, which was \$6,236 lower than last January.

The Service Department incurred \$148,765 in expenses in January, which is \$6,435 over last year's figure of \$142,330. Overtime wages of \$11,057 exceeded last year's amount of \$7,572 due to the number of snow and ice storms experienced over the month. Salt expense was \$27,297 compared to last January's amount of \$453. 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 the first month of the year, the Village operated with a General Fund shortfall of \$1,533,396 due to completing the annual transfers to other funds of \$1,241,500. Excluding transfers, the shortfall was \$291,896. Last year, the Village had a shortfall in January of \$392,979 with only \$196,500 transferred to other funds.

The General Fund cash balance on January 31, 2025 was \$6,345,706 compared to the beginning of the year balance of \$7,879,102.

OTHER FUNDS

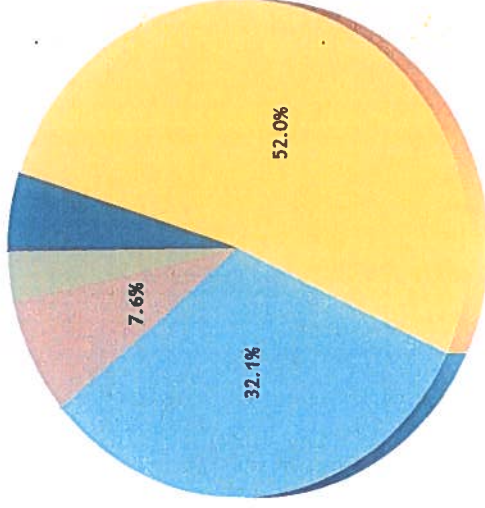
The Village is required to maintain other special purpose funds by statute or contract. Cash in these funds amounted to \$2,933,495 on January 31, 2025. The increase from the end of 2024 was mainly due to transfers from the General Fund.

Janet M. Mulh, MPA
Finance Administrator

Activity Summary

	Since 12/31/2023
Beginning Value	8,128,549.72
Accrued Interest	44,553.85
Net Contributions/Withdrawals	0.00
Realized Gains	17,797.05
Unrealized Gains	75,189.90
Income Received	213,867.22
Change in Accrued Interest	9,845.79
Management Fees	-20,612.19
Ending Value	8,414,791.71
Accrued Interest	54,399.64

Portfolio Allocation as of 12/31/2024



Performance History

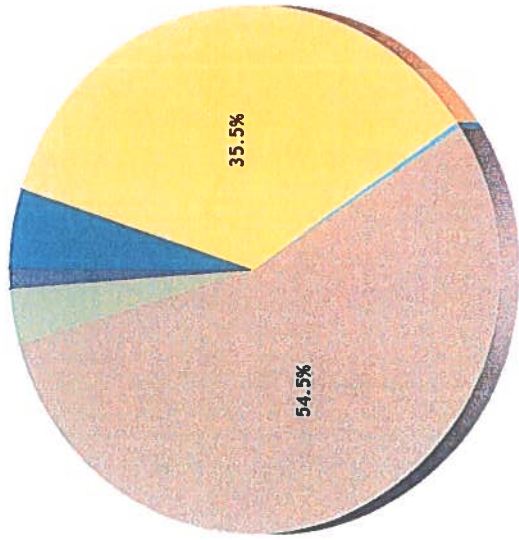
Portfolio Account	Quarter To Date	Year To Date	Annualized Inception To Date 5/8/2018
Bloomberg Interm Gov/Credit	-0.25	3.62	1.52
Bloomberg Int. Aggregate Index	-1.60	3.00	2.02
	-2.07	2.47	1.62

Fixed Income Breakdown	Market Value	% Assets	Yield
Cash & Equivalents	399,722.13	4.8	4.3
U.S. Treasury	4,371,805.75	52.0	4.3
U.S. Government Agency	2,703,653.00	32.1	4.6
Corporate Bond	636,385.00	7.6	4.6
CMOs	270,886.82	3.2	5.2
Municipal Bond	32,339.01	0.4	4.4
Total	8,414,791.71	100.0	4.5

Weighted Averages

Average Yield	4.47
Average Maturity	3.81
Average Coupon	2.59
Average Duration	3.19
Average Moody	Aa1
Average S&P	AA+
Average Fitch	Not Rated

Fixed Income Allocation



Fixed Income Totals

Par Value	8,358,327
Market Value	8,015,069.58
Total Cost	8,322,627.75
Net Gain/Loss	-307,558.17
Annual Income	213,311.30

Security Type	Market Value	% Fixed Income	% Assets
CORPORATE BONDS	394,825.00	4.9	4.7
U.S. GOVERNMENT AGENCY ISSUE	2,845,561.00	35.5	33.8
MUNICIPAL BONDS	32,339.01	0.4	0.4
U.S. TREASURY NOTES	4,371,805.75	54.5	52.0
CMO	270,886.82	3.4	3.2
U.S. GOVERNMENT AGENCY ISSUE VARIABLE RATE	99,652.00	1.2	1.2
Fixed Income Total	8,015,069.58	100.0	95.2

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

February 2025 Council Meeting

- 1) Two domestic disputes were reported during the month of January.
- 2) A replica firearm was recovered from a Gates Mills Elementary School student. The student has been expelled.
- 3) Officers assisted with a suspected drug overdose. The male was evaluated by EMS and transported to Hillcrest Hospital.
- 4) Bowhunting season has now concluded. At total of 22 deer were harvested, 14 doe and 8 bucks.

Monthly Totals:

- 32 Traffic Citations.
- 16 Warnings.
- 22 Incident/Accident reports
- 7,691 Patrol Miles.
- 1499 House Checks
- Total Fines \$ 2184.00

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

On January 15, 2025 the e/b camera was re-adjusted and is accurately recording vehicle passes.

In January, 1049 violations were approved.

Gates Mills Service Department

"Yours in service since 1920"

TO: Mayor
and Council Members

FROM: Dave Biggert, Service Director

RE: SERVICE DEPARTMENT REPORT – JANUARY 2025

1. In January, 7 building permits were issued for a total construction value of \$374,848.
2. In January 2023, 2 building permits had been issued for a total construction value of \$149,914.
3. In December, the Service Department took delivery and stored the last 596.48 tons of salt. 403.52 tons remain available under the 2025 ODOT salt contract for this season.
4. The November 2024 Planning and Zoning Commission meeting minutes are attached for review.
5. In January we received notice from the County regarding our 2025 road maintenance reimbursement request. The Village has been awarded a total reimbursement not to exceed \$125,000 for material used for road maintenance on County roads. Attached is a copy of the letter received indicating the roads that will be worked on along with the type of work being performed.

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



January 17, 2025

The Honorable Mayor Steven Siemborski
Village of Gates Mills
1470 Chagrin River Road
Gates Mills, Ohio 44040

RE: 2025 County Road Preventative Maintenance Reimbursement Program – Selection Results

Dear Mayor Siemborski:

Thank you for submitting projects for our 2025 preventative maintenance program. The Department of Public Works has completed the review of all projects submitted. The infrastructure needs in Cuyahoga County are extensive and budget constraints only allow the County to fund a limited number of projects each year.

We wish to congratulate you on the following projects being selected for funding:

ROAD NAME	C.R. NO.	PROJECT TERMINI	WORK TYPE(S)	MATERIAL COST
Battles Rd	C.R. 126	Brigham Rd to County Line Rd	Crack Sealing, Pavement Striping, Pavement Repair	\$21,000.00
Chagrin River Rd	C.R. 102	Old Mill Rd to SCL	Pavement Striping, Pavement Repair	\$35,000.00
County Line Rd	C.R. 138	Battles Rd to Mayfield Rd (West Side Only)	Pavement Striping	\$4,000.00
Gates Mills Blvd	C.R. 269	SOM Center Rd to Old Mill Rd	Crack Sealing, Pavement Striping, Rebuild Utility, Catch Basins/Manholes, Pavement Repair	\$15,000.00
Old Mill Rd	C.R. 427	Gates Mills Blvd to County Liner Rd	Rebuild Utility, Catch Basins/Manholes	\$50,000.00

The County will process 2025 material cost reimbursement payments for the above maintenance projects once the proper documentation has been submitted, reviewed and approved by the Department of Public Works. Reimbursement documentation is to be submitted no later than **March 31, 2026**. Your total reimbursable cost for the year 2025 may not exceed \$125,000.00.

We plan to continue this program in the future and you are encouraged to resubmit unsuccessful and/or additional projects for further consideration. If you have any questions, feel free to contact June Gauss, Senior Project Manager, Public Works by email at jgauss@cuyahogacounty.gov or by phone at (216) 348-3888.

Sincerely,

Chris Ronayne
County Executive

CR/jlg

cc: CCDPW: M. Dever, N. English, E. Mack T. Sotak, C. George, A. Gajzer
Village of Gates Mills: Courtney, Biggert, Morgan, Jr.

Happy New Year
Steve! All the
best in 2025.
— Chris

PLANNING AND ZONING COMMISSION
MINUTES OF **TUESDAY, NOVEMBER 05, 2024**

Pursuant to notice duly given, the regular meeting of the Planning and Zoning Commission, also sitting as the Board of Zoning Appeals, was called and held on **Tuesday, November 05, 2024.**

Members present: Craig Steinbrink; Chair, Chip AuWerter, Scott Broome, Jim Deacon
Emily Hamilton, Christine Riley and Jeannine Voinovich.

Members absent: None.

Also present: Chris Courtney, Village Engineer
Todd Hunt, Village Law Director

1. Roll call.
2. The minutes of **Tuesday, August 06, 2024** regular meeting of the Planning and Zoning Commission were submitted for approval.

A motion to approve as revised was made. Change "combing" to "combining".

Motion by: J. Voinovich 2nd: J. AuWerter

Roll Call: Ayes: All others.
 Nays: None.
 Abstain: Broome, Hamilton.

Motion Approved

3. The minutes of **Tuesday, October 01, 2024** regular meeting of the Planning and Zoning Commission were submitted for approval.

A motion to approve as revised was made. Change "September" to "October"

Motion by: C. Riley 2nd: J. Voinovich

Roll Call: Ayes: All others.
 Nays: None.
 Abstain: AuWerter, Broome, Deacon.

Motion Approved

4. A lot consolidation request for the **NOBLE** residence at **7659 Deerfield Road** was heard. Allen Guenther, McCaskey Landscape and Design was present.

Mr. McCaskey reviewed the proposed lot consolidation request for the Board. He stated the property owners are planning to build a new detached cabana and sport courts to the south of the house and would like it to be located on the same lot as the main house building.

Mr. Courtney stated he has reviewed the plan and there appears to be a parcel number for the one lot that is not correct.

After further discussion, a motion was made to approve the lot consolidation request pending revising the plan with the correct parcel number and re-submitting for the Village Engineers review.

Motion by: S. Broome 2nd: J. Deacon

Roll Call: Ayes: All.
 Nays: None.

Motion Approved

5. A front yard setback variance and request permission to perform work within a restricted riparian setback area variance for the **GROSZEK** residence at **443 Riverview Road** was heard. Notice has been provided to adjoining property owners.

Joseph Myers, Architect and Donald Groszek, Owner were present.

Mr. Myers reviewed the variance requests for the Board. He stated similar requests, for this property, as the current one have previously been submitted to the Board and have been approved. The owners would like to proceed with the construction of the new house, the new house plans have already been approved by the ABR.

Mr. Broome stated the lot would be unbuildable if the owners are required to adhere to the setback and riparian requirements. It also appears the new house is being located in the relatively same area as the original house which was previously demolished. By doing this, there should be minimal soil disturbance and fewer trees having to be removed. He also stated the proposed new house location is outside the floodway which creates the need for the variances.

Mr. Courtney indicated the proposed location of the structure is important because of its proximity to the river; its location will not inhibit the water flow in the event of any flooding.

Mr. Broome reviewed the *Variance Worksheet* for the Board.

After further discussion, a motion was made to grant permission to perform work within a restricted riparian setback area for the purposes of constructing a new house as indicated on the site plan dated February 2022.

Motion by: S. Broome 2nd: J. Deacon

Roll Call: Ayes: All.
 Nays: None.

Motion Approved

A motion was made to approve a 70' front yard setback variance as requested and as indicated on the site plan dated February 2022.

Motion by: S. Broome 2nd: J. Voinovich

Roll Call: Ayes: All.
 Nays: None.

Motion Approved

Refer to audio recording for additional detail.

There being no further business the meeting was adjourned at **5:50 P.M.**

Craig Steinbrink, Chair

David Biggert, Secretary

Gates Mills Fire Department

January 2025 Council Report

DATE	NFIRS NUMBER	Address/Location	Description of Incident
1-01-2025	2025-1	7130 Wilson Mills Road	Odor in Basement
1-01-2025	2025-2	403 SOM Center Road	Mutual Aid –Mayfield Village
1-02-2025	2025-3	1080 West Hill Road	Natural Gas Leak
1-04-2025	2025-4	7151 Old Mill Road	MVA with Injuries.
1-07-2025	2025-5	1839 Chartley Road	Fire Alarm
1-10-2025	2025-6	Mayfield & Chagrin River Roads	Vehicle Fire
1-11-2025	2025-7	12465 County Line Road	Auto Aid --Chesterland
1-12-2025	2025-8	4947 Oakland Ave.	Lyndhurst--FIU
1-13-2025	2025-9	1836 Maywood Rd.	South Euclid—South Euclid
1-14-2025	2025-10	34001 Cedar-Gilmour Commons	Natural Gas Leak in Building
1-15-2025	2025-11	1774 Sudbury Road	Power Line Down
1-16-2025	2025-12	7651 Beverly Lane	Natural Gas Leak
1-18-2025	2025-13	6785 Gates Mills Blvd.	Carbon Monoxide Detector Alarm
1-19-2025	2025-14	12465 County Line Road	Auto Aid-Chesterland
1-22-2025	2025-15	34001 Cedar—Gilmour Dorms	Fire Alarm
1-24-2025	2025-16	579 Battles Road	Fire Alarm
1-24-2025	2025-17	13230 Cedar Road	Cleveland Hts.--FIU
1-28-2025	2025-18	1215 Fox Hill Drive	Fire Alarm

CURRENT MONTH TOTAL	2025 YEAR TO DATE	2024 YEAR TO DATE
G.M. FIRE 18	18	29
M.V. EMS 17	17	14
Canceled & Signoffs 1	Canceled & Signoffs 1	

The January training topics were:

January 14, 2025 Yearly PPE check. Air Pack drill. Department Directives. Blue Card Command.

January 28, 2025 Preplan walk-thru at Gates Mills Elementary, Mills Bldg., Library, Town Hall.

January employee anniversaries:
Lieutenant Dave Biggert – 27 Years

Thomas Majeski, Fire Chief _____

February 4, 2025

RESOLUTION NO. 2025- 5

BY COUNCILMEMBER DEACON

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

WHEREAS, in 2022, this Council appointed a committee to study and make a recommendation to the Mayor and Council regarding the status of broadband fiber optic communications services available in the Village and how those services might be improved and/or expanded to serve the residents, businesses and the local government in the Village (the “Broadband Committee”);

WHEREAS, the Broadband Committee found a significant lack of adequate broadband fiber optic communication services in the Village and recommended the Village engage a professional consultant to further investigate the situation and provide professional advice with respect to the feasibility of a project to provide those services throughout the Village (the “Project”);

WHEREAS, this Council authorized the engagement of a professional consulting firm, Reid Consulting Group (the “Consultant”), and that firm provided the consulting services and issued a report to Council in 2023 as to the feasibility of such a broadband project;

WHEREAS, in March, 2024, upon consultation with Council, the Committee issued a request for proposals to qualified companies to provide a Village-wide broadband fiber optic communications network and, after analysis by the Committee with advice from the Consultant, the Committee chose Chagrin Valley GIG, LLC with whom to negotiate an agreement(s) for the Project;

WHEREAS, the Committee and the Mayor, with the assistance of experienced legal counsel, has negotiated a Service Agreement, an Indefeasible Right-to-Use Agreement, and a Grant of Right of First Refusal agreement with Chagrin Valley GIG, LLC, which they are recommending for approval by the Council; and

WHEREAS, this Council believes it is in the best interests of the Village government and the Village residents and businesses to enter into the aforesaid agreements with Chagrin Valley GIG, LLC for the design, construction, installation, and maintenance of equipment and infrastructure for the ongoing provision of a Village-wide broadband fiber optic communications network.

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

SECTION 1: The Mayor is authorized to enter into the following agreements with Chagrin Valley GIG, LLC for the Project encompassing the design, construction, installation, and maintenance of equipment and infrastructure for the ongoing provision of a Village-wide broadband fiber optic communications network:

Service Agreement
Indefeasible Right-to-Use Agreement; and
Grant of Right of First Refusal Agreement;

which agreements are on file with the Village Clerk.

SECTION 2. The funds necessary for the costs to the Village as set forth in the Service Agreement are hereby authorized and shall be paid from the Capital Improvement Fund;

SECTION 2: The Council finds and determines 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 any of its committees that resulted in such formal action, were in meetings open to the public in compliance with the law.

SECTION 3: This Resolution 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

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made and entered into in Cuyahoga County, Ohio as of the ____ day of _____, 2025 (“**Effective Date**”), by and between Chagrin Valley GIG, LLC (“**CVG**”) an Ohio limited liability company, with a place of business located at 423 E Town Street, Columbus, Ohio 43215 and the Village of Gates Mills, (“**Gates Mills**” or “**Village**”) an Ohio Village, with a place of business located at 1470 Chagrin River Road, Gates Mills, Ohio 44040, and its successors and assigns (each a “**Party**” and collectively the “**Parties**”).

Recitals

WHEREAS, Village determined that the provisioning of high-speed broadband services (the “**Project**”), to residents and businesses is a critical need that directly impacts both the present and future vitality and quality of life within Gates Mills;

WHEREAS, the COVID-19 pandemic has manifested the importance of high-speed broadband services for employment, education, consumerism, telemedicine and other resident needs to successfully function and compete in today's society;

WHEREAS, local governments across the country have recognized that the provision and delivery of high-speed broadband services will require the intervention and partnership of local governments with private providers to achieve delivery of high-speed broadband service and ensure that no portion of the community is underserved or left behind;

WHEREAS, Village determined it is in the public interest to procure the Project through the execution and performance of this Agreement; and

WHEREAS, the Parties have negotiated in good faith to develop acceptable terms and wish to enter into a binding Agreement defining the objectives, duties, roles, and responsibilities of each party with respect to CVG to providing high-speed broadband services to the consumers within Village.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Fiber Network**. CVG agrees to undertake the necessary design, construction, installation, and maintenance of equipment and infrastructure for a fiber optic network to consumers within Gates Mills (the “**Fiber Network**”).

(a) CVG will, at its own cost and expense, engineer and design the Fiber Network, provided, however, that it will engineer and design the same in collaboration and coordination with Village which shall include, but not be limited to, consulting with,

incorporating recommendations from, and providing full access of information to, Village's IT staff, public works staff and other key personnel. Village, through its permitting authority, will have the right to approve both the initial planning and the final engineering/design of the Fiber Network prior to the construction of the same and CVG will cooperate with Village to ensure that areas of service be prioritized as determined by both CVG and Village and are constructed in accordance with that priority.

(b) CVG will, at its own cost and expense, procure and construct the Fiber Network, including, but not limited to the procurement of all labor and materials necessary to construct the same.

(c) The Fiber Network will be designed and constructed as a 100% fiber-optic cable, multi-ring architecture, operating on Adtran XGS 10Gbps PON (or equivalent) system. CVG standard service plans will include an offering that includes a minimum service upload speed of 1 GBPS and download speed of 1 GBPS. The pathway for placing fiber will be designed and constructed underground first. As an underground first deployment, CVG will use its best effort to deploy all facilities underground, only reverting to an aerial insert after using its best effort to deploy underground. In the event a portion of the Fiber Network is projected to be above ground, the Parties agree to meet and discuss the proposed overhead completion.

(d) The Fiber Network will be engineered and constructed to provide broadband services to all households and businesses located within Village's Jurisdictional Authority (the "**Service Territory**"), and the same will be fully completed on or before the date as described in Section 3, Fiber Network Completion Date:

i. The Parties acknowledge that certain homeowner association ("**HOA**") organizations may exist within Village's jurisdiction that make and enforce rules and guidelines for a subdivision, planned community, or condominium building. CVG and Village will use their best efforts to secure permission to construct the Fiber Network in such neighborhoods, but Village is under no obligation to commit to exclusivity or securing of permits nor is CVG obligated to construct such areas if permits are not issued by Village. CVG will initiate a community outreach program targeting HOAs as soon as this Agreement is executed.

(e) CVG will be fully responsible for owning, operating, and maintaining, at its sole cost and expense, the Fiber Network upon construction of the same, and will provide high-speed broadband services, which shall include administrative services such as billing and technical, and customer service, to the residential customers within the Service Territory, as further set forth herein. CVG will also provide high-speed broadband services to business customers within the Service Territory to the extent provided for herein. CVG parent company, Ohio Gig, operates, or causes to be operated, a centralized network operations center ("**NOC**") and support center that is physically located in Ohio and staffed by Ohio residents and operated twenty-four (24) hours a day, 365 days a year.

(f) CVG will provide customer support services and maintain a customer support call center for all customers of the Fiber Network.

2. **Term.** Unless this Agreement is terminated in accordance with the provisions contained herein, or extended by mutual agreement of the parties, their successors or assigns, the Term of this Agreement shall begin on the Effective Date and continue until twenty-five (25) years after the Effective Date.

3. **Fiber Network Completion Date.** CVG will use reasonable efforts to substantially complete the Fiber Network for locations within thirty (30) months of the Effective Date of this Agreement. CVG will develop a Critical Path Method schedule and meet with Village monthly to report progress and review any delay in the schedule.

4. **Responsibilities of CVG.** CVG represents and warrants that it shall:

(a) Take reasonable precautions to protect the persons and property of others on or adjacent to Fiber Network sites from damages, loss, injury, interference, or nuisance resulting from the Fiber Network and to restore any property areas to a condition materially consistent with the condition immediately prior to the Fiber Network and/or in compliance with any applicable laws, ordinances, rules and regulations. In case of any disturbance of pavement (whether concrete, asphalt, or other surface material), curb, sidewalk, driveway, apron or other surfacing, CVG shall, at its own cost and expense, and in a timely manner, replace and restore all paving, sidewalk, driveway, landscaping, or surface of any area disturbed, to substantially the same condition as before said work was commenced. In case of any disturbance of grass or topsoil, CVG shall, at its own cost and expense, and in a timely manner, provide seed and straw to all areas disturbed to reasonably restore the grass or topsoil to as good condition as before said work was commenced and in accordance with generally applicable standards for such work. However, unless otherwise negligent and/or failing to follow all laws, ordinances, rules and regulations, CVG shall not be responsible for damages caused to unmarked underground infrastructure, whether it be public or private, or be held responsible for related or incidental damages;

(b) obtain all necessary federal, state, Village, and municipal permits, licenses, and approvals prior to the commencement of the Fiber Network;

(c) cause all of its contractors, subcontractors, representatives and agents performing the Fiber Network to comply with all requirements of this Section 4 and Section 8, as applicable;

(d) provide rates comparable to what CVG or its affiliates currently offer to any of its other customers and subscribers and offer rates for high-speed broadband services in the Service Territory to consumers that are the same non-discounted residential retail rates that CVG or its subsidiary entities offer to any of its other customers or subscribers for the same tiers of service or better during the Term of this Agreement.

(e) CVG will execute the attached **Exhibit A** granting an Indefeasible Right of Use ("IRU") to Village for a certain fiber route, as further described therein.

5. **Responsibilities of Village.** Village represents and warrants that it shall:

(a) Pay Four Hundred Fifty-Five Thousand Dollars and No Cents (\$455,000.00) according to the attached payment schedule and upon connection of the Fiber Network to the eleven (11) buildings listed in the attached both set forth in **Exhibit B** (“**Payment Schedule**”), attached hereto and incorporated by reference.

i. CVG will enhance the connections referenced above, by initially providing 2 Gbps Synchronous Internet Access service to each location, upgradeable to 10 Gbps eighteen (18) months from initial activation at Village’s sole discretion. The delivery of the service will be over XGS PON or active Ethernet-over-Fiber at CVGig’s sole discretion. The use of the service shall be to meet the Village of Gates Mills internal needs and, in accordance with CVGig Acceptable Use Policy (AUP) shall not be used for resale or distribution in any manner. There will be no additional charges to Village for any reason for the provision of this service to the eleven (11) buildings as listed and described in **Exhibit B**.

(b) Village will permit CVG to use the property described in the attached **Exhibit C**, attached hereto and incorporated by reference. Village shall execute a Right of First Refusal to Use to CVG as described in **Exhibit C**.

(c) Permit CVG to attach its Fiber Network to the Pedestrian Bridge (“**Pedestrian Bridge**”) located between 41.518668°, -81.404193° and 41.517468°, -81.404630°. The details of this attachment will be mutually agreed upon in writing between Village and CVG.

(d) Facilitate a meeting with the County Engineer to discuss CVG obtaining access to the Bridge located between 41.549856°, -81.415114° and 41.550370°, -81.415378°.

(e) Facilitate a meeting between Cleveland City Water to locate and provide a source of water to CVG to assist its construction of the Fiber Network. The water will be provided at an agreed upon location(s) approved by Village.

(f) At any point during the Term of this Agreement, consistent with Section 3.1 of the IRU, Gates Mills has the exclusive option to convert the services described in this section by notifying CVG that the IRU is activated and in full force and effect.

6. **Rates.** CVG agrees that in consideration of the payments and responsibilities of Village as set forth in Section 5, CVG shall charge the rates set forth in **Exhibit D**, for a period of no less than seven (7) years.

(a) **Installation Charges.** There will be no charge for installation for the first fifteen (15) months of this Agreement. After fifteen (15) months, CVG may charge for installation where the length of the lateral (drop) is more than four hundred and fifty (450) feet. If the length of the lateral (drop) is less than or equal to four hundred and fifty (450) feet, there will be no charge for thirty-three (33) months.

7. **Indemnification.** CVG covenants and agrees at its expense to pay and to indemnify, protect, defend, and save Village, its elected officials, and its officers, agents, and employees (the “Indemnitees”) harmless of, from and against, any and all claims, damages, demands, expenses (including, without limitation, reasonable attorneys’ fees), and liabilities relating to bodily injury or property damage resulting directly or indirectly from CVG’s (and/or any affiliate’s thereof) performance pursuant to this Agreement or failure to perform pursuant to this Agreement unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of Village, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between Village and CVG or any affiliate thereof.

8. **Insurance.** CVG shall maintain insurance in accordance with the insurance requirements attached hereto and incorporated by reference herein as **Exhibit E**. Prior to performing any Fiber Network, and at any time upon the request of Village, CVG shall provide Village with certificates evidencing compliance with all such insurance requirements.

9. **Use of Either Parties’ Name; Joint Marketing.** Village acknowledges that all goodwill associated with CVG’s name and logo are, and shall remain, the sole property of CVG and no rights are conferred upon Village to use the same without the prior written consent of CVG, which consent shall not be unreasonably withheld or delayed. CVG acknowledges that all goodwill associated with Village’s name and logo are, and shall remain, the sole property of Village and no rights are conferred upon CVG to use the same without the prior written consent of Village, which consent shall not be unreasonably withheld, conditioned, or delayed. Parties shall meet within thirty (30) days of executing this Agreement to discuss specific marketing and advertising issues.

10. **Authority.** Village and CVG represent and warrant to the other that it is not, by law or by agreement with others, prohibited from entering into this Agreement, that each party has obtained any necessary approvals or consents in advance of executing this Agreement, and that the persons executing this Agreement on behalf of each party are authorized to execute and deliver this Agreement on behalf of such party. In the event of the sale of CVG or its parent company, CVG shall provide adequate notice of such sale, consistent with Section 20 herein.

11. **Assignability.** This agreement may not be assigned by CVG without the prior written approval of Village, which shall not be unreasonably withheld. In the event the Agreement is assigned, CVG shall be required to provide the service set forth in Section 4 or shall reimburse Village all of the payments set forth in Section 4.

12. **Event of Default; Remedies.** Unless otherwise required by law, in the event that either party breaches a material provision of this Agreement, which shall constitute an “Event of Default” under this Agreement, the non-defaulting party shall give written notice to the defaulting party setting forth the nature of the default (“**Notice of Default**”). The defaulting party will have thirty (30) days following receipt of the Notice of Default to cure such Event of Default. If the defaulting party fails to cure the Event of Default within the cure period (which shall be extended in cases where the default is of the nature that it cannot reasonably be cured within such thirty (30) day period), the non-defaulting party may terminate this Agreement for cause under this Section by written notice to the other party and may exercise its legal rights and remedies as a result of such Event of Default. During the term of this Agreement, each party, and their successors and assigns,

has the right to enforce this Agreement and any provisions in law and or equity by seeking monetary damages, injunction, specific performance, or other legal and equitable relief without prejudice to any other rights or remedies such party may have at law or in equity for breach of this Agreement.

13. **Attorneys' Fees.** In the event legal action is instituted by any Party to enforce the terms of this Agreement or which arises out of the execution of this Agreement, the prevailing Party in such legal action will be entitled to receive from the other Party the prevailing Party's reasonable attorneys' fees and court costs, including the costs of appeal, as may be determined and awarded by the court in which the action is brought. The right to attorneys' fees shall survive the termination of this Agreement.

14. **CVG Financials.** CVG represents and warrants it has the financial capabilities to perform its obligations hereunder. CVG agrees that Village has the right to audit its financials at any time throughout the life of the prepaid services set forth in Section 5(a).

15. **CVG's Covenants.** Village shall not be liable to CVG for, and CVG shall defend and hold harmless Village from and pay all costs related to, any and all claims, demands, losses, injuries, liabilities, costs or expenses (including, but not limited to, reasonable attorneys' fees) suffered or incurred by CVG, or any party acting by, through or under CVG arising out or as a result of the exercise by CVG of any right granted to CVG hereunder, unless caused by a Village Default or the gross negligence, intentional actions or willful misconduct of Village or any party acting by, through or under Village.

16. **Incorporation by Reference.** All of the Exhibits attached hereto are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto. In the event of any inconsistency between this Agreement and the exhibits attached hereto, this Agreement (without reference to such exhibits) shall govern.

17. **Execution in Counterparts.** This Agreement may be executed and delivered in any number of counterparts each of which so constituted and delivered shall be deemed to be an original and all of which shall constitute one and same instrument.

18. **Notice.** Every notice required or permitted hereunder must be in writing and is deemed to have been duly given if personally delivered or mailed by certified or registered mail, return receipt requested, to the Party's address set forth below. Notice is effective upon receipt or refusal as indicated by the return receipt. Either Party may change its address for the purpose of notice hereunder by providing the other Party with notice of the new address.

Notice to Village of Gates Mills:

Village of Gates Mills
Attn: Mayor
1470 Chagrin River Road,
Gates Mills, Ohio 44040
Email: mayor@gatesmillsvillage.com

Notice to CVG:

Chagrin Valley GIG
Attn: Drew Hunter
423 E Town Street
Columbus, Ohio 43215
Email: drew@ohiogig.com

- 19. Notice of Financial Instability.** In the event CVG experiences an adverse change in its financial condition (including but not limited to, insolvency, bankruptcy, appointment of a receiver or trustee, failure to meet financial obligations as they become due, decline in creditworthiness, or a material reduction in assets, revenues, or operational capacity) that may reasonably affect its ability to perform its obligations under this Agreement, CVG shall promptly notify Gates Mills in writing. Such notice shall include a description of the circumstances and any anticipated impact on performance.
- 20. Notice of Ownership Change, Asset Sale, Acquisition, or Dissolution.** In the event CVG undergoes a change in ownership, sale of all or substantially all of its assets, merger, acquisition, or consolidation of all or substantially all of its parts, or dissolution of all or substantially all of its parts, it must provide prior notice in writing to Gates Mills.
- 21. Notice of Cessation of Fiber Services to Cell Tower.** In the event CVG intends to cease providing fiber services to the cell tower identified in **Exhibit B** and under the IRU agreement, CVG shall provide advance written notice to Gates Mills at least thirty (30) days prior to the discontinuation of service. Such notice shall specify the effective date of cessation, the reason for discontinuation, and include an alternative carrier meet-me point fulfilling the intended purpose of the cell tower. The Parties shall engage in good faith discussions to explore alternative solutions, if applicable. The cessation of services shall not affect any other rights or obligations under this Agreement unless otherwise mutually agreed in writing.
- 22. Headings and Titles.** All paragraph headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions hereof or thereof.
- 23. Governing Law.** This Agreement is governed by and construed under the laws of the State of Ohio, without regard to conflict of laws principles.
- 24. Venue.** The exclusive venue for all cases or disputes related to or arising out of this Agreement shall attach to the appropriate state or federal courts in Cuyahoga County, Ohio.
- 25. No Third-Party Beneficiaries.** This Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

26. **Force Majeure.** Neither Village nor CVG shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, material shortages, pandemics, strikes, freight embargos, or unusually severe weather.

27. **Waiver.** The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

28. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

29. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the Party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

30. **Counterparts, Separate Signature Pages, and Facsimile Signatures.** This Agreement may be executed in several counterparts, by separate signature pages, and/or by facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and facsimile signatures together shall constitute one and the same Agreement.

31. **Calculation of Days.** In the event that any date described in this Agreement for the performance of an action required hereunder by Village and/or CVG falls on a Saturday, Sunday, or federal, state, or Village legal holiday, such date shall be deemed postponed until the next business day thereafter.

32. **Interpretation.** This Agreement and any related instruments shall not be construed more strictly against one Party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the Parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the Parties hereto and that both Parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

33. **Compliance With Laws.** Each Party's obligations under this Agreement shall comply with all applicable legal and statutory requirements.

34. **Not an Offer.** This Agreement or any draft thereof shall not be considered an offer to contract and shall not be binding against either party until it is fully executed by both Village and CVG.

35. **Entire Agreement.** This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement.

To the extent that any of the provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms and conditions of this Agreement shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by each Party and delivered to the Party relying on the writing. The Parties agree that no earlier draft or drafts of this Agreement shall be used for any purpose.

[Signature page immediately follows]

DRAFT

IN WITNESS WHEREOF. the parties have executed this Service Agreement as of the date first written above.

Village:

VILLAGE OF GATES MILLS

By:

Name:

Title:

CVG:

CHAGRIN VALLEY GIG, LLC
an Ohio limited liability company

By:

Name:

Title:

EXHIBIT A TO SERVICES AGREEMENT

CHAGRIN VALLEY GIG AND VILLAGE OF GATES MILLS

INDEFEASIBLE RIGHT-TO-USE AGREEMENT

THIS INDEFEASIBLE RIGHT-TO-USE AGREEMENT (“**Agreement**” or “**IRU**”) is made and entered into in Cuyahoga County, Ohio as of the ____ day of _____, 2025 (“**Effective Date**”), by and between Chagrin Valley GIG, LLC (hereinafter referred to as “**Owner**” or “**CVG**”) an Ohio limited liability company, with a place of business located at 423 E Town Street, Columbus, Ohio 43215, and the Village of Gates Mills, (“hereinafter referred to as “**User**” or “**Gates Mills**”), an Ohio Village, with a place of business located 1470 Chagrin River Road, Gates Mills, Ohio 44040. Owner and User shall be referred to individually as “**Party**” and collectively as “**Parties**.”

WITNESSETH:

WHEREAS, Owner and User have entered into a Services Agreement (“**Services Agreement**”) dated _____, 2025, wherein Owner agrees to undertake the necessary design, construction, installation, and maintenance of equipment and infrastructure for the creation of a fiber optic network available to consumers within the Village of Gates Mills (“**Fiber Network**”); and

WHEREAS, Owner will have excess fibers in the Fiber System and is willing to provide such fibers and services consistent with the Services Agreement to User and to grant User an Indefeasible Right of Use (hereinafter referred to as “**IRU**”) in and to such fibers for the purpose of providing telecommunications, video, data, transportation research, and/or information services; and

WHEREAS, in connection with the grant to User of an IRU in and to such fibers, Owner is willing to allow User to use certain other property owned by Owner, including, but not limited to, innerduct, conduit, building entrance facilities, and associated appurtenances; and

WHEREAS, User has obtained or will obtain any and all permits or approvals required to engage in its intended purpose and for the use and occupancy of space in the Rights of Way and further agrees to adhere to any and all requirements of federal, state, and local laws, rules or regulations; and

WHEREAS, the Parties have agreed to enter into this Agreement which embodies the mutual covenants and agreements between the Parties hereto; and

WHEREAS, the Parties may, in the future, agree to enter into additional separate agreement(s) for additional and/or separate optical fiber uses which will incorporate the covenants and agreements of this Agreement and which will also set forth the terms and provisions unique to each additional or different specific project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

1. DEFINITIONS.

1.1 The following terms, whether in the singular or in the plural, when used in this Agreement and initially capitalized, shall have the meaning specified:

- a. **Agreement:** This Indefeasible Right of Use Agreement between Owner and User, which identifies the specific optical fiber strands and facilities to be as provided to User by Owner and which sets forth the associated fees/compensation, terms and conditions for User's use of such optical fiber strands and facilities.
- b. **Fiber System:** The optical fiber strands, innerduct, conduit, building entrance facilities, associated appurtenances, and capacity owned by Owner and located throughout the Village of Gates Mills, Ohio.

2. GRANT.

2.1 Owner hereby grants to User an IRU of the following Owner Fiber System components. Owner warrants that it has all rights necessary to make such a grant to User.

- a. Two (2) strands of fiber optic cable in Owner's Fiber System on the path described and depicted in **Attachment A** of this Agreement, attached hereto and incorporated by reference. User will work with Owner to define connections to facilities in User's system. Further, User may use the portions of Owner's Fiber System granted herein to connect to other facilities.

3. CONVERSION OF SERVICES TO IRU.

3.1 At any point during the Term of this Agreement, User has the exclusive option to convert the cell tower services described in **Exhibit B** of the Services Agreement (referenced as the "Cash Prepaid Service of Dark Fiber to Cell Tower for Emergency/Default Alternative Upstream Access") by notifying Owner that this IRU is activated and in full force and effect. In the event User converts the cell tower services described in **Exhibit B** of the Services Agreement, then the terms of the Services Agreement relating only to the cell tower services shall be null and void unless otherwise agreed upon in writing between the Parties.

4. TERM.

4.1 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement is for twenty-five (25) years (hereinafter referred to as the "**Term**"). The Term shall commence immediately upon final notification of Owner of the conversion set forth in Section 3 above of this Agreement by the Parties (hereinafter referred to as the "**Commencement Date**") and shall expire twenty-five (25) years after the commencement date (hereinafter referred to as the "**Expiration Date**"). The terms of this Agreement may

be renewed with the mutual consent of both parties.

5. CONSIDERATION.

5.1 As consideration for, as inducement to and as a required condition of Owner granting User the specific rights to use portions of Owner's Fiber System (hereinafter referred to as the "User System") as described herein and in exchange for the responsibilities undertaken by Owner consistent with Section 4 of the Services Agreement, User hereby agrees:

- a. To pay Owner a fee of One Dollar and No Cents (US\$1.00).

6. OWNER OBLIGATIONS.

6.1 Owner shall:

- a. Provide the User System for User's use in accordance with the terms of this Agreement and the terms of the Services Agreement.
- b. Provide and/or services, control maintenance and repair functions on the User System and all facilities in the Fiber System through which the User System passes, including, but not limited to, conduit, innerduct, poles, and equipment, shall be performed under the direction of Owner.
- c. Maintain the User System to User's specifications and consistent with the Services Agreement.

7. USER OBLIGATIONS.

7.1 User shall:

- a. Provide and pay for lateral connectivity from necessary termination points of User's proprietary fiber and equipment to the necessary demarcation points of Owner's Fiber System. User shall own the lateral.
- b. Pay for any building or external network service connection and disconnection charges for each building service added or deleted before, during or after the initial establishment and cutover of a User System fiber segment. User shall be responsible for any and all costs associated with lateral connectivity to the Fiber System and shall pay for the costs of all splicing, distribution segment, service connections, and any ring or concentrator operations.
- c. Pay all necessary costs if User requires installation of a new distribution ring or concentrator in an already established Fiber System or User System distribution segment, rearrangement of existing service connections, and rearrangement of a ring or concentrator operation. Owner's management agent's current charges and application rules are identified in Attachment B to this IRU.

- d. Agree to pay any and all maintenance costs as may be required to be paid by User pursuant to the requirements of Section 9 below.
- e. Agree that it shall not sublease or subdivide the User System unless otherwise agreed to by Owner. User further agrees to continually meet the requirements of this Agreement. In the event of any breach of the provisions contained in this Section, Owner has the right to terminate this Agreement upon giving thirty (30) days written notice to User.

8. JOINT OBLIGATIONS.

8.1 Owner and User jointly:

- a. Agree that within sixty (60) days of final execution of this Agreement the Parties will agree upon an Acceptance Plan for User's initial activation and the "go-live" of User's System.
- b. Shall provide each other a twenty-four (24) hours a day, three hundred sixty-five (365) days per year, coordination telephone number.

9. MAINTENANCE.

9.1 All maintenance and repair functions on the User System and all facilities through which the User System passes, including, but not limited to, conduit, innerduct, poles, and equipment, but specifically excluding all User owned and controlled opto-electronics, shall be performed by or at the direction of Owner or Owner's appointed agent with reasonable notice to User. Except as otherwise may be agreed to by the Parties, User is prohibited from performing any maintenance or repair on the Fiber System or User System. User shall have the right to have an employee or representative available to assist Owner in any maintenance or repair of the User System. Owner shall maintain the User System in accordance with the technical specifications of the Service Level Agreement attached hereto and incorporated by reference as **Attachment B**.

- a. Regular Maintenance: Owner may, from time to time, undertake and provide for Regular Maintenance activities in an attempt to keep the Fiber System and/or User System in good working order and repair so that it performs to a standard equal to that which is then commonly believed to be acceptable for systems of similar construction, location, use and type.
- b. Scheduled Maintenance: Owner, from time to time, may schedule and perform specific periodic maintenance to protect the integrity of the Fiber System and/or User System and perform changes or modifications to the Fiber System and/or User System (including, but not limited to, fiber slicing, etc.) at User's request. User may request such Scheduled Maintenance by delivering to Owner a Statement of Work detailing the service User desires to be performed, including the time schedule for such services. Upon receipt of such a Statement of Work, Owner will

provide an estimate of the price and timing of such Scheduled Maintenance. Following User's acceptance of such estimate, Owner will schedule and have such Scheduled Maintenance performed. Owner will have such Scheduled Maintenance performed on a time-and-materials basis at the standard rates in then effect at the time services are performed.

- b. **Emergency Maintenance:** Owner may undertake and provide for Emergency Maintenance and repair activities for the Fiber System and/or User System. Where necessary, Owner shall attempt to respond to any failure, interruption or impairment in the operation of the User System within twenty-four (24) hours after receiving a report of any such failure, interruption or impairment. Owner shall use its best efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the User System when reported by User in accordance with the procedures set forth in this Agreement. Owner will have such Emergency Maintenance performed on a time-and-materials basis at the emergency maintenance rates in then effect at the time services are performed.

9.2 In the event Owner, or others acting in Owner's behalf, at any time during the Term of this Agreement, discontinues maintenance and/or repair of the User System, User, or others acting in User's behalf, shall have the right, but not the obligation, to thereafter provide for the previously Owner provided maintenance and repair of the User System, at User's sole cost and expense. Any such discontinuance shall be upon not less than six (6) months prior written notice to User. In the event of such discontinuance, Owner shall obtain for User, or others acting on User's behalf, approval for adequate access to the Rights of Way in, on, across, along or through which the User System is located, for the purpose of permitting User, or others acting in User's behalf, to undertake such maintenance and repair of the User System. As an alternate remedy, User may elect to terminate this Agreement should Owner discontinue maintenance and/or repair of the User Systems.

9.3 In the event any failure, interruption or impairment adversely affects both Owner's Fiber System and the User System, restoration of the User System shall at all times be subordinate to restoration of Owner's Fiber System with special priority for Owner's public safety and municipal infrastructure functions carried over the Fiber System, unless otherwise agreed to in advance by the Parties hereto. In such event or in the event Owner is unable to provide timely repair service to the User System, Owner may, following written request, permit User to make repairs to restore the User System as long as such restoration efforts do not interfere with Owner's restoration activities.

9.4 Any User subcontractors or employees who undertake repair or maintenance work on the User System shall first be approved by Owner to work on Owner's Fiber System. Prior to User's undertaking Emergency Maintenance or entering an Owner's facility for repair, User shall first notify Owner of the contemplated action and receive Owner's concurrence decision, a decision that Owner shall provide to User no later than twelve (12) hours from User's notification to Owner of contemplated action. When User undertakes Emergency Maintenance of the User System, User shall have an Owner employee or representative available to assist User in any repair of the User System.

10. USE OF THE USER SYSTEM.

10.1 User shall have exclusive control over its provision of telecommunications, video, data, and/or information services.

10.2 User hereby certifies that it is authorized or will be authorized, where required, on the effective date of this Agreement to provide telecommunications, video, data, and/or information services within the State of Ohio and in such other jurisdictions as the User System may exist, and that such services can be provided on the fiber optic cable systems such as the Fiber System owned and operated by Owner.

10.3 User understands and acknowledges that its use of the Fiber System and User System are subject to all applicable local, state and federal laws, rules and regulations, as enacted, either currently or in the future, in the jurisdictions in which the Fiber System and User System are located. User represents and warrants that it shall operate on the Fiber System and User System subject to, and in accordance with, all laws, rules and regulations, and shall secure all permits, approvals, and authorizations from all such jurisdictional entities as may be necessary.

11. INDEMNIFICATION.

11.1 CVG covenants and agrees at its expense to pay and to indemnify, protect, defend, and save Village, its elected officials, and its officers, agents, and employees (the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses (including, without limitation, reasonable attorneys' fees), and liabilities relating to bodily injury or property damage resulting directly or indirectly from CVG's (and/or any affiliate's thereof) performance pursuant to this Agreement or failure to perform pursuant to this Agreement unless such claims, damages, demands, expenses or liabilities arise by reason of the negligent act or omission of Village, or other Indemnitees. However, nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between Village and CVG or any affiliate thereof.

12. INSURANCE.

12.1 CVG shall maintain insurance in accordance with the insurance requirements of the Services Agreement.

13. DEFAULT.

13.1 Unless otherwise required by law, in the event that either party breaches a material provision of this Agreement, which shall constitute an "Event of Default" under this Agreement, the non-defaulting party shall give written notice to the defaulting party setting forth the nature of the default ("**Notice of Default**"). The defaulting party will have thirty (30) days following receipt of the Notice of Default to cure such Event of Default. If the defaulting party fails to cure the Event of Default within the cure period (which shall be extended in cases where the default is of the nature that it cannot reasonably be cured within such thirty (30) day period), the non-defaulting party may terminate this Agreement for cause under this Section by written notice to the other party and may exercise its legal

rights and remedies as a result of such Event of Default. During the term of this Agreement, each party, and their successors and assigns, has the right to enforce this Agreement and any provisions in law and or equity by seeking monetary damages, injunction, specific performance, or other legal and equitable relief without prejudice to any other rights or remedies such party may have at law or in equity for breach of this Agreement.

14. FORCE MAJEURE.

14.1 Neither Village nor CVG shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, material shortages, pandemics, strikes, freight embargos, or unusually severe weather.

15. ASSIGNMENT.

15.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns.

16. WAIVER OF TERMS OR CONSENT TO BREACH.

16.1 No term or provision of this Agreement shall be waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly authorized officer of the Party claimed to have waived or consented to such breach. Any consent by either Party to, or waiver of, a breach by the other Party shall not constitute a waiver of or consent to any subsequent or different breach of this Agreement by the other Party, such failure to enforce shall not be considered a consent to or a waiver of said breach or any subsequent breach for any purpose whatsoever.

17. RELATIONSHIP NOT A PARTNERSHIP OR AN AGENCY.

17.1 The relationship between Owner and User shall not be that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or agency agreement between the Parties hereto.

18. NO THIRD-PARTY BENEFICIARIES.

18.1 This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and assigns and shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligations to any person or entity other than a party.

19. EFFECT OF SECTION HEADINGS.

19.1 Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

20. NOTICES.

20.1 Any written notice under this Agreement shall be deemed properly given if sent by registered or certified mail, postage prepaid, or by nationally recognized overnight delivery service or by facsimile to the address specified below, unless otherwise provided for in this Agreement:

If to User to:

Village of Gates Mills
Attn: Mayor
1470 Chagrin River Road,
Gates Mills, Ohio 44040
Email: mayor@gatesmillsvillage.com

If to Owner to:

Chagrin Valley GIG
Attn: Drew Hunter
423 E Town Street
Columbus, Ohio 43215
Email: drew@ohiogig.com

20.2 Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this Agreement.

21. SEVERABILITY.

21.1 In the event any term, covenant or condition of this Agreement, or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the invalid term, covenant or condition is not separable from all other terms, covenants and conditions of this Agreement.

22. COMPLIANCE WITH LAW.

22.1 Each Party hereto agrees that it will perform its respective rights and obligations hereunder in accordance with all applicable laws, rules, and regulations.

23. GOVERNING LAW AND VENUE.

23.1 This Agreement shall be interpreted in accordance with the laws of the State of Ohio and all applicable federal laws, rules and regulations as if this Agreement were executed and performed wholly within the State of Ohio. No conflict of law provisions shall be invoked so as to use the laws of any other jurisdiction. The exclusive venue for all cases or disputes related to or arising out of this Agreement shall be the state and federal courts in Cuyahoga County, Ohio.

24. ENTIRE AGREEMENT.

24.1 This Agreement, including any Exhibit attached hereto, all constitute the entire agreement between the Parties with respect to the subject matter. This Agreement cannot be modified except in writing signed by both Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective the day and year first above written:

USER:

Village of Gates Mills, Ohio

By: _____

Its: _____

OWNER:

Chagrin Valley GIG, LLC

By: _____

Its: _____

[REST OF PAGE LEFT INTENTIONALLY BLANK]

ATTACHMENT A TO THE IRU

FIBER ROUTE MAP

PATH #1:

Described: A-LOC, Wastewater Treatment Plant, to Z-LOC, Gate Mills Community House
Depicted: {To be inserted upon completion and finalization of as-built drawing}

PATH #2: (physically diverse from Path #1)

Described: A-LOC, Gates Mills Community House, to Z-LOC, Wastewater Treatment Plant
Depicted: {To be inserted upon completion and finalization of as-built drawings}

PATH #3:

Described: A-LOC, Archive Building, to Z-LOC, Wastewater Treatment Plant
Depicted: {To be inserted upon completion and finalization of as-built drawings}

PATH #4:

Described: A-LOC, Police Chief House, to Z-LOC, Wastewater Treatment Plant
Depicted: {To be inserted upon completion and finalization of as-built drawings}

PATH #5:

Described: A-LOC, Public Library, to Z-LOC, Gates Mills Community House
Depicted: {To be inserted upon completion and finalization of as-built drawings}

PATH #6:

Described: A-LOC, Burton Court, to Z-LOC, Gates Mills Community House
Depicted: {To be inserted upon completion and finalization of as-built drawings}

PATH #7:

Described: A-LOC, Mills Building, to Z-LOC, Gates Mills Community House
Depicted: {To be inserted upon completion and finalization of as-built drawings}

PATH #8:

Described: A-LOC, Post Office, to Z-LOC, Gates Mills Community House
Depicted: {To be inserted upon completion and finalization of as-built drawings}

PATH #9:

Described: A-LOC, Wash House, to Z-LOC, Gates Mills Community House
Depicted: {To be inserted upon completion and finalization of as-built drawings}

PATH #10:

Described: A-LOC, Fire Dept or Service Garage or Community Club, to Z-LOC,
Gates Mills Community House
Depicted: {To be inserted upon completion and finalization of as-built drawings}

PATH #11:

Described: A-LOC, Cell Tower Everstream PoM, to Z-LOC, Wastewater Treatment Plant
Depicted: {To be inserted upon completion and finalization of as-built drawings}

ATTACHMENT B TO THE IRU

OWNER'S SERVICE LEVEL AGREEMENT FOR IRU

1. SERVICE DEFINITION

"Dark Fiber Path" (DFP) service is a dedicated fiber or fibers creating a communications pathway between two Demarcations via CVG's optical fiber and Network facilities. You may not use the DFP to provide communication services to other parties or government agencies, except as specifically authorized in this Agreement. The location and specifications of a DFP are defined in Exhibit B of this Agreement.

2. SERVICE LEVEL AGREEMENT (SLA)

(A) SLA Terms and Conditions

Dark Fiber Paths (DFPs) are single fiber paths from one point to another. As single paths, they have no automatic failover or redundancy. Since DFPs do not include CVG's provided electronic equipment, these links are not monitored or Network-managed by CVG, unlike other CVG services. Therefore, the SLA for DFP service is limited to the parameters described below.

If CVG fails to meet any of the service levels defined in this section, your sole remedies shall be for CVG to use commercially reasonable efforts to correct the deficiencies, for you to issue a Notice of Default pursuant to Section 12 (Event of Default; Remedies) of the Services Agreement, for you to terminate the Service in accordance with this Agreement and for CVG to credit your account, as appropriate, based on SLA Guarantee details below.

(B) Mean Time to Repair (MTR)

MTR is a monthly measure, and the CVG standard is four hours or less. MTR is defined as (total outages minutes) / (number of outages). No credits are associated with MTR.

(C) Signal Loss Guarantee

In the event of signal degradation after DFP acceptance to the point where signal is no longer useable and/or results in excessive transmission errors notify CVG's Network Support line to request a Trouble Ticket. CVG will perform intrusive OTDR testing to compare against the accepted trace route. If there is no degradation in the optical pass the trouble ticket will be recorded as a false alarm and closed. If the optical path has degraded, CVG will identify the location and source for repair.

EXHIBIT B TO THE SERVICES AGREEMENT

Payment Schedule for Connecting Buildings

As each of the sites listed below are connected, pursuant to and compliant with Section 5(a) of the Service Agreement, Village shall pay as described below. The Service Level Agreement for the below services shall be the same as the Service Level Agreement offered to current CVG business customers.

	Amount	Coordinates	Address
Wastewater Treatment Plant	\$70,000.00	41.528931°, -81.406650°	[INSERT]
Gates Mills Community House	\$70,000.00	41.520592°, -81.405441°	[INSERT]
Total	\$140,000.00		

	Amount	Coordinates	Address
Archive Building	\$35,000.00	41.521841°, -81.405105°	[INSERT]
Police Chief house	\$35,000.00	41.520719°, -81.407289°	[INSERT]
Public Library	\$35,000.00	41.520000°, -81.404465°	[INSERT]
Burton Ct.	\$35,000.00	41.519916°, -81.404359°	[INSERT]
Mills Building	\$35,000.00	41.519819°, -81.404324°	[INSERT]
Post Office	\$35,000.00	41.519355°, -81.405163°	[INSERT]
Wash House	\$35,000.00	41.518523°, -81.403550°	[INSERT]
P2P Wireless from hub or hardwired to 1 of 3: Fire Dept, Service Garage or Community Club	\$35,000.00	41.520222°, -81.405192°; 41.520412°, -81.406450°; OR 41.519708°, -81.405746°	[INSERT]
Total	\$280,000.00		

<i>CASH PrePaid Service of Dark Fiber to Cell Tower for emergency/default alternative upstream access</i>	Amount	Coordinates	Address
Cell Tower Everstream PoM	\$35,000.00	41.525256°, -81.414044°	[INSERT]
Total	\$455,000.00		

DRAFT

EXHIBIT C TO THE SERVICES AGREEMENT

GRANT OF RIGHT OF FIRST REFUSAL

This Grant of Right of First Refusal (the “**ROFR**”) is entered this ___ day of _____, 2025, between VILLAGE OF GATES MILLS, (“**Gates Mills**” or “**Village**”) and CHAGRIN VALLEY GIG, LLC, an Ohio limited liability company (“**CVG**”) with reference to the following.

RECITALS:

- A. Gates Mills and CVG are parties to that certain Services Agreement dated _____, 2025 (the “**Service Agreement**”). In the Service Agreement, Village permits CVG to use the property, more particularly described in Attachment A to this ROFR (the “**Property**”) in consideration of, among other things, CVG’s responsibilities in Section 4 of the Services Agreement.
- B. Village is executing this ROFR in favor of CVG in order to perform one of the Village’s obligations under the Service Agreement.

NOW THEREFORE, in consideration of the premises and CVG’s agreements in the Service Agreement, Village is executing and delivering this ROFR to CVG, its successors and assigns.

1. If at any time Village intends to accept any offer (“**Proposed Offer**”) to lease or purchase all or any part of the Property (each part of the Property that is the subject of the Proposed Offer is an “**Offered Parcel**”), Village will first offer to CVG the right to lease or purchase the Property, the Offered Parcel, or the Offered Parcels, as the case may be, in accordance the Proposed Offer.
2. Such offer will be made by Village to CVG in a written notice (the “**Offer Notice**”). In the Offer Notice Village shall identify the Property, the Offered Parcel, or the Offered Parcels, as the case may be, that are the subject of the Proposed Offer and specify the terms for the lease or purchase and sale of the same in the Proposed Offer. CVG may accept the offer in the Offer Notice by delivering to Village an unconditional acceptance (“**CVG’s Notice**”) of such offer within ten (10) business days after Village delivers the Offer Notice to CVG. Time will be of the essence with respect to the giving of CVG’s Notice. If CVG does not accept (or fails to timely accept) a purchase offer made by Village in an Offer Notice, Village will be under no further obligation with respect to the Property, the Offered Parcel, or the Offered Parcels to sell the same to CVG in accordance with the Offer Notice. If CVG does not accept (or fails to timely accept) a lease offer made by Village in an Offer Notice, Village will be continue to be under the obligation with respect to the Property, the Offered Parcel, or the Offered Parcels to sell the same to CVG in accordance with the Offer Notice. In order to send the Offer Notice, Village does not need to have negotiated a complete agreement with the person or entity submitting the Proposed Offer to Village, but may merely have a nonbinding term sheet or letter of intent for the Proposed Offer, and CVG must make its decision with respect to the Property, the Offered Parcel, or the Offered Parcels, as the case may be, as long as CVG has received a description of such material economic terms.

3. CVG must accept all of Property, Offered Parcel, or Offered Parcels, as the case may be, offered by Village in any Offer Notice and may not exercise its right with respect to only part of such Property, Offered Parcel, or Offered Parcels, as the case may be, identified in the Offer Notice.

4. If CVG at any time fails to accept timely a purchase offer that Village makes in an Offer Notice, and Village sells the Property, Offered Parcel, or Offered Parcels, as the case may be, that are the subject of such Offer Notice in accordance with the Offer Notice to the person or entity that made the Proposed Offer to Village, CVG will be deemed to have irrevocably waived all further rights with respect to the Property, Offered Parcel, or Offered Parcels, as the case may be, that were the subject of the applicable Offer Notice. In such event, upon Village's request, CVG will execute a release evidencing its waiver of such rights with respect to the Property, Offered Parcel, or Offered Parcels, as the case may be, that were the subject of the Offer Notice that CVG failed to accept timely so that Village may consummate its sale of the same to the person or entity that made the Proposed Offer to Village in accordance with the applicable Proposed Offer.

5. Any notices required or permitted to be given under this ROFR shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by electronic mail with a confirmation copy by one of the means specified in (a)-(c) above, and such notices shall be addressed as follows:

Notice to Village of Gates Mills:

Village of Gates Mills
Attn: Mayor
1470 Chagrin River Road
Gates Mills, Ohio 44040
Email: mayor@gatesmillsvillage.com

Notice to CVG:

Chagrin Valley GIG
Attn: Drew Hunter
423 E Town Street
Columbus, Ohio 43215
Email: drew@ohiogig.com

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be deemed delivered when actually delivered. If such delivery is in person, delivery occurs upon transmission. If such delivery is by certified mail, upon deposit with the U.S. Postal Service. If such delivery is by an overnight courier service, delivery occurs upon deposit with the overnight courier service. If such delivery is by electronic mail, delivery occurs provided that a confirmation copy is sent by one of the means specified in (a)-(c) above.

6. This ROFR shall be binding on Village, its successors and assigns in interest to the Property except to the extent that a sale of the Property, Offered Parcel, or Offered Parcels is made in accordance with Section 4 of this ROFR as to which CVG failed to accept timely an Offer Notice and the same was transferred to the offeror in accordance with the applicable Proposed Offer.

7. The term of this ROFR shall end when that the Term of the Service Agreement between Village and CVG has ended.

IN WITNESS WHEREOF, Village has executed and delivered this ROFR to CVG, and CVG has accepted this ROFR and agreed to it.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

DRAFT

Village of Gates Mills: VILLAGE OF GATES MILLS

By: _____
Name: _____
Its: _____

CVG: CHAGRIN VALLEY GIG, LLC, an Ohio limited liability company

By: _____
Name: _____
Its: _____

DRAFT

STATE OF OHIO)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, the _____ of **THE VILLAGE OF GATES MILLS,** ,
on behalf of Village.

Notary Public
Commission Expiration: _____

STATE OF OHIO)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by _____, the _____ of **CHAGRIN VALLEY GIG, LLC, an**
Ohio limited liability company, on behalf of the company.

Notary Public
Commission Expiration: _____

This instrument prepared by:

Gregory, J. Dunn
Taft Stettinius & Hollister LLP
41 South High Street
Suite 1800
Columbus, Ohio 43215
(614) 221-4000
www.taftlaw.com

ATTACHMENT A TO THE ROFR

PROPERTY DESCRIPTION

[TO BE PROVIDED BY VILLAGE.]

DRAFT

EXHIBIT D TO THE SERVICES AGREEMENT

DISCOUNTED RATES

Service Plan	Rates
Giga2Stream	\$150.50
GigaStream	\$108.50
Basic Access	\$84.00
Lifeline Access	\$62.00

(a) Basic access at the time of the Effective Date will provide 550 Mbps downstream and 500 Mbps upstream.

(b) Lifeline Access at the time of the Effective Date will provide 300 Mbps downstream and 300 Mbps upstream.

EXHIBIT E

INSURANCE REQUIREMENTS

1. Except as otherwise stated below, CVG shall maintain the following insurance for the duration of this Agreement and at all times when performing Network Extension and Upgrade Work:

(a) Commercial General Liability insurance, reasonably equivalent to the latest filed and approved ISO CG 00 01 coverage form, with commercially reasonable endorsements, in an amount of two million dollars (US \$2,000,000.00) for bodily injury and property damage per occurrence, and two million dollars (US \$2,000,000.00) general aggregate. An updated certificate will be issued at each renewal or upon request, but no more than once annually, evidencing the satisfaction of the insurance requirements herein. Upon request, CVG will provide the Certificate of Insurance no more than two (2) years after expiration of this Agreement.

(b) Worker's Compensation insurance in accordance with applicable state law where the Network Extension and Upgrade Work is performed.

(c) Employers Liability insurance in an amount of one million dollars (US \$1,000,000.00) each accident, one million dollars (US \$1,000,000.00) each employee by disease and one million dollars (US \$1,000,000.00) policy limit by disease.

(d) Business Automobile insurance with combined single limit of one million dollars (US \$1,000,000.00) each accident.

(e) Umbrella/Excess Liability insurance following the form of the Commercial General Liability, Business Automobile Liability and Employers Liability insurance policies in an amount of five million dollars (US \$5,000,000.00) per occurrence and five million dollars (US \$5,000,000.00) general aggregate. CVG may use any combination of primary and umbrella/excess insurance to meet the total limits required, provided such combination is commercially reasonable and in the insurance industry for an entity of the size and scope of CVG and in the same industry.

2. All insurance policies required hereunder shall be written by companies with an A. M. Best Financial rating or its equivalent of "A-" or better that are eligible to conduct business in the state(s) where the Network Extension and Upgrade Work is performed. All policies must be primary with respect to Village and contain a waiver of rights of subrogation in favor of Village to the extent allowed by the law. The Commercial General Liability, Business Automobile and Umbrella/Excess liability policies required by this Agreement shall include Village as an additional insured by endorsement as respects this agreement.

ORDINANCE NO. 2025-6

BY MAYOR SIEMBORSKI

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY
TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL
(NOPEC) 2025 ENERGIZED COMMUNITY GRANT**

WHEREAS, the Village of Gates Mills, Gates Mills, Ohio (the VILLAGE” or “GRANTEE”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2025 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

WHEREAS, the GRANTEE wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC Grant(s); and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF GATES MILLS, COUNTY OF CUYAHOGA, AND STATE OF OHIO, THAT:

SECTION 1. This Council of the GRANTEE (the “Council”) finds and determines that it is in the best interest of the GRANTEE to enter into the Grant Agreement to accept the NEC Grant(s) for 2025, and authorizes the Mayor (insert title) to execute the Grant Agreement to accept the NEC Grant(s) funds.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the GRANTEE; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor of the GRANTEE.

DATED ADOPTED: _____, 2025

President of Council

Clerk of Council

Mayor

NOPEC 2025 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and THE VILLAGE OF GATES MILLS, CUYAHOGA County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2025 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

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

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2025 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2027. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2025 Grant year.

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

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2025, and shall expire on December 31, 2025, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

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

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

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

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

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

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

10. **Termination.**

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

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

11. **Effects of Termination.**

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

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

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

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

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

14. **Miscellaneous.**

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

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

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

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

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

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: FINANCE ADMINISTRATOR
Name: JANET M. MULH
VILLAGE OF GATES MILLS, 1470 CHAGRIN RIVER RD.
GATES MILLS, Ohio 44040

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

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

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

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

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

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

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

[Signature Page to Follow.]

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

GRANTEE:

VILLAGE OF GATES MILLS, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

Title: MAYOR _____

Date: 02/18/25 _____

By: _____

Title: _____

Date: _____

[Signature page to NOPEC 2025 Energized Community Grant Agreement.]

ORDINANCE NO. 2025 – 7

BY MAYOR SIEMBORSKI

**AN ORDINANCE TO AMEND THE ANNUAL APPROPRIATION ORDINANCE
NO. 2024-52 TO INCREASE CERTAIN APPROPRIATIONS AND
OTHER EXPENDITURES OF THE VILLAGE OF GATES MILLS, OHIO FOR
THE FISCAL YEAR ENDING DECEMBER 31, 2025.**

SECTION 1. Be it ordained by the Council of the Village of Gates Mills, Ohio that the following amendment be made to the annual Appropriation Ordinance 2024-52 as passed by Council on December 17, 2024.

SECTION 2. That the appropriation from the Water Fund be increased by \$1,000.

SECTION 3. That the appropriation from the General Fund to the Administrative Department Other Expenses be increased by \$36,000.

SECTION 4. This Ordinance is hereby declared to be an emergency ordinance necessary for the immediate preservation of the public health, safety, convenience and welfare for reasons apparent from the contents of said ordinance and therefore this ordinance 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- 8

BY Mayor Siemborski

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH PRESTON FORD FOR A 2025 FORD F-550 4 X 4 CAB AND CHASSIS.

WHEREAS, the Village has received a quote from Preston Ford in Burton for a new 2025 Ford F-550 4 x 4 cab and chassis in the amount of \$58,874.00 under Preston Ford's contract with Sourcewell Cooperative Purchasing Program's competitively bid contract.

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

Section 1. The Mayor and Clerk are authorized to execute an agreement with Preston Ford for the purchase of a new 2025 Ford F-550 4 x 4 cab and chassis in the amount of \$58,874.00.

Section 2. 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 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 3. This Resolution 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- 9

BY Mayor Siemborski

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH BEST TRUCK EQUIPMENT, INC. FOR A DUMP BODY, SNOWPLOW, STROBE LIGHTING AND ASSOCIATED EQUIPMENT.

WHEREAS, the Village has received a quote from Best Truck Equipment, Inc. in the amount of \$59,929.00 for a stainless steel dump body, snowplow, strobe lighting and associated equipment under its contract with Sourcewell Cooperative Purchasing Program's competitively bid contract.

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

Section 1. The Mayor and Clerk are authorized to execute an agreement with Best Truck Equipment, Inc. for the purchase of a stainless steel dump body, snowplow, strobe lighting and associated equipment in the amount of \$68,699.00.

Section 2. 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 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 3. This Resolution 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