

**VILLAGE OF GATES MILLS
COUNCIL AGENDA
JANUARY 10, 2023
5:00 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. Executive Session (allowing 30 minutes for discussion)
3. Election of Council President Pro Tem for one-year term. Council.
4. Oath of Office to Council President Pro Tem. Mayor.
5. Mayoral appointments to Administrative Offices: Mayor.
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
D. Gregg Minichello, Chief of Police
P. Thomas Robinson, Fire Chief
6. Mayoral Appointments to Boards, Commissions and Committees. Mayor.
Planning & Zoning Commission for Term Ending 12/31/2026: *Craig Steinbrink (Chair), Nancy Sogg and Chip AuWerter (Council Rep.)*
Architectural Board of Review for Term Ending 12/31/2025: *John Spirk (Chair) and Judi Embrescia.*
Historical Review Committee for Term Ending 12/31/2025: *Sara Welsh (Chair), Laurie Deacon, Jane Lindmark, Greg Nosan, Anne Steele, and architects David Ellison, Joseph Giglio and William Childs (alternate).*
Gates Mills Land Conservancy for Term Ending 12/31/2026: *Jamie Carracher and Sandra Turner.*
Volunteer Fire Fighter' Dependents Fund Board for Term Ending 12/31/2023: *David Atton and Ed Welsh.*
Real Estate Charter Board for Term Ending 12/31/2025: *Warren Morris (Chair).*
7. Gates Mills Land Conservancy Report – Nat Smith.
8. Minutes of Council meeting of December 13, 2022. Clerk.
9. Pay Ordinance # 1269 \$1,352,518.82 Clerk.
10. Financial Statement/Treasurer's Report. Treasurer.
11. Mayor's Report. Mayor.

12. Clerk's Report. Clerk.
13. Committee Reports.
14. Police Department Report. Minichello.
15. Service Department Report. Biggert.
16. Fire Department Report. Robinson.
17. **Ordinance No. 2022-27** (Three readings and Public Hearing are completed) **Steinbrink.**
An Ordinance Amending Zoning Code Section 1157.03, "Accessory Uses in U1 Single-Family House District; New Standards" to Adopt a New Subsection (n) to Permit the Keeping of Chickens and Certain Other Domesticated Fowl as an Accessory Use in Residential Zoning Districts and Amending the General Offenses Code to Adopt a New Section 518.18, "Backyard Chickens and Certain Other Domesticated Fowl".
18. **Ordinance No. 2023-1 First Reading** **Steinbrink.**
An Ordinance Amending Section 318.07, "Civil Penalties", to Increase the Civil Penalty for a Violation for 10 to 19 Miles Per Hour Over the Motor Vehicle Speed Limit.
19. **Resolution No. 2023-2 First Reading** **Turner.**
A Resolution Authorizing the Mayor to Enter Into a Grant Agreement with the Ohio Department of Natural Resources ("ODNR") for Funding the Village's Project for Americans with Disabilities Act ("ADA") Improvements at the Village Community House.
20. **Resolution No. 2023-3 First Reading** **AuWerter.**
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.
21. **Resolution No. 2023-4 First Reading** **AuWerter.**
A Resolution Authorizing a Change Order to the Contract with Ronyak Paving, Inc. for the Village's 2022 Road Program; and Declaring an Emergency.
22. Council Matters.
23. Business from the Audience.
24. 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
December 13, 2022

A regular meeting of the Council of the Village of Gates Mills, Ohio was held at the Community House on Tuesday, December 13, 2022, at 5:00 p.m. with Mayor Schneider presiding. The meeting was livestreamed to the internet.

1. Roll Call

Councilmembers present: AuWerter, Deacon, Steinbrink, Turner, Welsh

Other Village officials present were Treasurer Siemborski, Clerk DeCapite, Service Director Biggert, Police Chief Minichello, Finance Administrator Mulh, and Law Director Hunt.

Councilmember Welsh moved to excuse Councilmember Atton. Councilmember Deacon seconded the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nays: None.

Motion carried.

Councilmember AuWerter moved to excuse Councilmember Press. Councilmember Turner seconded the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nays: None.

Motion carried.

7. Clerk's Report moved up on the agenda and is attached.

- Discussion of Council Minutes timing and content starts at 2:32

2. Minutes of Council meeting of October 11, 2022

Councilmember AuWerter made a spelling correction on page 2 and asked to be removed from a vote on page 4. Councilmember Welsh moved to approve the October 11, 2022 minutes as amended with Councilmember Steinbrink seconding the motion.

Ayes: Deacon, Steinbrink, Turner, Welsh.

Nays: None.

Abstain: AuWerter

Motion carried.

3. Minutes of Council meeting of November 8, 2022

Councilmember Turner moved to approve the November 8, 2022 minutes with Councilmember AuWerter seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nays: None.

Motion carried.

4. Pay Ordinance # 1268 \$468,653.67

Councilmember AuWerter moved to approve Pay Ordinance #1268. Councilmember Steinbrink seconded the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nays: None.

Motion carried.

5. Financial Statement/Treasurer's Report attached.

- Comment by Councilmember AuWerter and Mayor Schneider starts at 23:44

6. Mayor's Report starts at 26:08

- Thank you Cuyahoga County District 6 Councilmember Jack Schron for a \$250,000 grant. \$220,000 will be used for the Mayfield Rd. culvert and \$30,000 will be used for ADA updates in the lower level restrooms located next to the tennis courts and park
- Mrs. V's third grade class sent a thank you note for their Town Hall visit
- Many compliments were heard for holiday lights put up by our Service Dept

A Public Hearing for Ordinances No. 2022-27 (chickens) and No. 2022-28 (fences) was called to order by Mayor Schneider at 5:30 p.m. Councilmember Steinbrink made opening remarks at the Public Hearing regarding chain link fences - starts at 28:20 There were no comments from the audience. Councilmember Steinbrink made opening remarks at the Public Hearing regarding chickens - starts at 29:35 Resident Holly Matthews, Law Director Hunt, and Councilmember Welsh participated. Mayor Schneider closed the Public Hearing at 5:38 p.m.

8. Committee Reports

Real Estate Committee (Councilmember Steinbrink) starts at 36:17

- Original Cindy Halle space, Burton Court, and OBT building available for lease

Wage and Benefit Committee (Treasurer Siemborski) starts at 38:08

Minutes from the November 22, 2022 are attached.

Comprehensive Plan (Councilmember AuWerter) starts at 39:52

- 22 of 25 Advisory Committee members have given input to the elements of a draft plan and will reconvene at a meeting in January
- Future meetings of the Advisory Committee will be shorter in length, more frequent extending the timeline further out in 2023 than was thought

Charter Review Committee (Councilmember Deacon) starts at 45:58

- Working on questionnaire for past Gates Mills officials to answer
- Comparing charters of similar communities to determine best practices

9. Police Department Report attached and starts at 47:09

- Both traffic cameras will be installed before Lyndhurst Court and Gatso have the software running - enabling the start of data collection and impact on speed

10. Service Department Report attached and starts at 52:52.

Councilmember Steinbrink asked if Land Conservancy levy funds could be used for the Hillcrest Lane emergency bank stabilization mentioned in the report. Treasurer Siemborski responded that yes the Hillcrest Lane emergency qualifies as a stormwater management issue but the Village portion of the levy funds received in 2022 were already earmarked for the Mayfield Road culvert project.

11. Fire Department Report attached. Fire Chief Robinson was not in attendance due to illness.

12. Ordinance No. 2022-27

Councilmember Steinbrink stated that groundwork for the chicken ordinance is now laid and two Councilmembers are absent. He would rather vote in front of a full Council at the January 2023 Council meeting. Ordinance No. 2022-27 will appear on the January 2023 agenda. A discussion of the ordinance remaining on the agenda after three readings starts at 58:10

13. Ordinance No. 2022-28

Ordinance No. 2022-28 "An Ordinance Amending Section 1163.11, 'Fences; New Standards', of Chapter 1163, 'Lot and Yard Regulations', to Further Regulate Chain Link Fences" was read by Councilmember Steinbrink and noted to be on third reading and a subject at tonight's Public Hearing. A discussion of the grandfathering of existing chain link fences starts at 59:45

Councilmember Steinbrink moved to approve Ordinance No. 2022-28 as revised December 13, 2022 with Councilmember AuWerter seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nays: None
Motion carried.

14. Resolution No. 2022-36

Resolution No. 2022-36 "A Resolution Requesting the County Auditor to Advance Taxes from the Proceeds of Tax Levies Pursuant to Ohio Revised Code Section 321.34" was read by Councilmember Turner. Councilmember Turner moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2022-36 be placed upon its final passage. Councilmember AuWerter seconded the motion to suspend the rules.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nays: None
Motion carried.

Councilmember AuWerter moved to approve Resolution No. 2022-36 with Councilmember Welsh seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nays: None.
Motion carried.

15. Ordinance No. 2022-37

Ordinance No. 2022-37 "An Ordinance Authorizing a Contract with Wichert Insurance Services, Inc. to Furnish and Provide Liability and Property Insurance Coverages for the Village of Gates Mills, its Officials and Employees and Declaring an Emergency" was read by Mayor Schneider. Finance Administrator Mulh advised the 2023 premium renewal was received today in the amount of \$91,734. This is an \$8000 increase (10%) over 2022. \$5000 of the increase is due to property value updates made to ensure blanket replacement values are covered, common for municipalities handled by Wichert.

Councilmember Welsh moved that the rules requiring ordinances to be read on three different days be suspended and that Ordinance No. 2022-37 be placed upon its final passage. Councilmember AuWerter seconded the motion to suspend the rules.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nays: None
Motion carried.

Councilmember Welsh moved to approve Ordinance No. 2022-37 with Councilmember AuWerter seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nayes: None
Motion carried.

16. Ordinance No. 2022-38

Ordinance No. 2022-38 “An Ordinance Declaring the Village’s Intention to Enter into a Health Reimbursement Account for 2023; and Declaring an Emergency” was read by Mayor Schneider. Councilmember AuWerter moved that the rules requiring ordinances to be read on three different days be suspended and that Ordinance No. 2022-38 be placed upon its final passage. Councilmember Welsh seconded the motion to suspend the rules.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nayes: None.
Motion carried.

Councilmember AuWerter moved to approve Ordinance No. 2022-38 with Councilmember Steinbrink seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nayes: None.
Motion carried.

17. Ordinance No. 2022-39

Ordinance No. 2022-39 “An Ordinance to Increase the Compensation of Certain Village Employees; and Declaring an Emergency” was read by Mayor Schneider. Councilperson AuWerter moved that the rules requiring ordinances to be read on three different days be suspended and that Ordinance No. 2022-39 be placed upon its final passage. Councilmember Steinbrink seconded the motion to suspend the rules.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nayes: None.
Motion carried.

Councilmember AuWerter moved to approve Ordinance No. 2022-39 with Councilmember Welsh seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nayes: None.
Motion carried.

18. Ordinance No. 2022-40

Ordinance No. 2022-40 “An Ordinance to Amend the Annual Appropriation Ordinance No. 2021-50 to Increase Certain Appropriations and Other Expenditures of the Village of Gates Mills, Ohio for the Fiscal Year Ending December 31, 2022” was read by Councilmember Turner. Councilmember AuWerter moved that the rules requiring ordinances to be read on three different days be suspended and that Ordinance No. 2022-40 be placed upon its final passage. Councilmember Deacon seconded the motion to suspend the rules.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nays: None
Motion carried.

Councilmember Steinbrink moved to approve Ordinance No. 2022-40 with Councilmember AuWerter seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nays: None.
Motion carried.

19. Resolution No. 2022-41

Resolution No. 2022-41 “A Resolution Authorizing and Directing the Transfer of Certain Sums from the General Fund to the Police Pension Fund” was read by Councilmember Turner. Councilmember Turner moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2022-41 be placed upon its final passage. Councilmember AuWerter seconded the motion to suspend the rules.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nays: None.
Motion carried.

Councilmember Turner moved to approve Resolution No. 2022-41 with Councilmember AuWerter seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nays: None.
Motion carried.

20. Ordinance No. 2022-42

Ordinance No. 2022-42 “An Ordinance Providing Appropriations for Expenditures for the Village of Gates Mills, Ohio, for Fiscal Year Ending December 31, 2023, Repealing Certain Ordinances and Declaring an Emergency” was read by Councilmember Turner. Discussion by Councilmember AuWerter and Treasurer Siemborski about previous years and current year appropriation practices start at 1:11:26

Councilmember Turner moved that the rules requiring ordinances to be read on three different days be suspended and that Ordinance No. 2022-42 be placed upon its final passage. Councilmember AuWerter seconded the motion to suspend the rules.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nayes: None

Motion carried.

Councilmember Turner moved to approve Ordinance No. 2022-42 with Councilmember Steinbrink seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nayes: None

Motion carried,

21. Ordinance No. 2022-43

Ordinance No. 2022-43 “An Ordinance of Approval and Granting Consent to the Director of the Ohio Department of Transportation Authority to Apply, Maintain and Repair Standard Longitudinal Pavement Markings and Erect Regulatory and Warning Signs on State Highways Inside Village Corporate Limits, and Giving Consent of the Village for the Ohio Department of Transportation to Remove Snow and Ice and Use Snow and Ice Control Material on State Highways Inside the Village Corporate Limits, and Giving Consent of the Village for the Ohio Department of Transportation to Perform Maintenance and/or Repair on State Highways Inside the Village Corporation” was read by Councilmember AuWerter. Councilmember AuWerter moved that the rules requiring ordinances to be read on three different days be suspended and that Ordinance No. 2022-43 be placed upon its final passage. Councilmember Deacon seconded the motion to suspend the rules.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nayes: None.

Motion carried.

Councilmember AuWerter moved to approve Ordinance No. 2022-43 with Councilmember Deacon seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nayes: None.

Motion carried.

22. Resolution No. 2022-44

Resolution No. 2022-44 “A Resolution Authorizing the Mayor to Accept a Grant and to Execute a Project Award Agreement with the County of Cuyahoga for the Village’s Mayfield Road Culvert Replacement Project; and Declaring an Emergency” was read by Councilmember Turner. The grant is in the amount of \$220,000 and work is expected to

start late spring. Councilmember Turner moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2022-44 be placed upon its final passage. Councilmember AuWerter seconded the motion to suspend the rules.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nays: None.

Motion carried.

Councilmember Turner moved to approve Resolution No. 2022-44 with Councilmember Steinbrink seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nays: None.

Motion carried.

23. Resolution No. 2022-45

Resolution No. 2022-45 “A Resolution Authorizing the Mayor to Accept a Grant and to Execute a Project Award Agreement with the County of Cuyahoga for the Village’s Public Restroom Renovation Project; and Declaring an Emergency” was read by Councilmember Turner. The grant is in the amount of \$30,000 and will be used for ADA compliant renovations in the lower level restrooms accessible to the tennis courts and park. Councilmember AuWerter moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2022-45 be placed upon its final passage. Councilmember Steinbrink seconded the motion to suspend the rules.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nays: None.

Motion carried.

Councilmember Turner moved to approve Resolution No. 2022-45 with Councilmember Deacon seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.

Nays: None.

Motion carried.

24. Ordinance No. 2022-46

Ordinance No. 2022-46 “A Resolution Authorizing the Mayor to Enter into a Purchase Agreement with Southeastern Equipment Co., Inc. for an Articulated Wheel Loader for Use by the Service Department” was read by Councilmember AuWerter. This vital front end loader is used to unload salt into the bin and to load salt into trucks, as well as other tasks. It replaces a 20+ year old loader for which repair parts are difficult to obtain. The cost is \$172,000. and is included in the 2023 budget. Councilmember AuWerter moved that the rules requiring ordinances to be read on three different days be suspended

and that Ordinance No. 2022-46 be placed upon its final passage. Councilmember Welsh seconded the motion to suspend the rules.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nays: None.
Motion carried.

Councilmember AuWerter moved to approve Ordinance No. 2022-46 with Councilmember Welsh seconding the motion.

Ayes: AuWerter, Deacon, Steinbrink, Turner, Welsh.
Nays: None.
Motion carried.

25. Council Matters

Gates Mills Land Conservancy (Councilmember Turner) starts at 1:19:32

- Strategic Planning Session on December 10, calendar events set for 2023
- Donations up, \$818,000. cash balance
- President Nat Smith to make presentation at January Council meeting

26. Business from the Audience starts at 1:22:37

Resident Charlie Baker would like the Treasurers Report as a PDF on the village website by the morning of the meeting.

27. Adjourn

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

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Karen E. Schneider, Mayor

Payment Listing

December 2022

UAN v2023.1

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
348-2022	07/18/2022	07/20/2022	CH	CUYAHOGA COUNTY TREASURER	\$16,713.35 *	C
348-2022	07/25/2022	07/25/2022	NEG ADJ	CUYAHOGA COUNTY TREASURER	-\$3,057.79 *	C
348-2022	08/01/2022	08/04/2022	NEG ADJ	CUYAHOGA COUNTY TREASURER	-\$547.24 *	C
348-2022	11/16/2022	11/20/2022	NEG ADJ	CUYAHOGA COUNTY TREASURER	-\$814.84 *	C
348-2022	12/06/2022	12/06/2022	NEG ADJ	CUYAHOGA COUNTY TREASURER	-\$931.07	O
533-2022	11/03/2022	11/03/2022	CH	DIVISION OF WATER	\$369.73 *	C
533-2022	12/06/2022	12/06/2022	NEG ADJ	DIVISION OF WATER	-\$369.73	O
566-2022	11/23/2022	11/30/2022	CH	DIVISION OF WATER	\$67.20 *	C
566-2022	12/06/2022	12/06/2022	NEG ADJ	DIVISION OF WATER	-\$67.20	O
575-2022	11/28/2022	11/30/2022	CH	DIVISION OF WATER	\$65.38 *	C
575-2022	12/06/2022	12/06/2022	NEG ADJ	DIVISION OF WATER	-\$65.38	O
586-2022	12/01/2022	12/06/2022	CH	EQUIVEST	\$1,488.00	O
587-2022	12/01/2022	12/06/2022	CH	OHIO DEFERRED COMP	\$5,660.00	O
588-2022	12/09/2022	12/11/2022	CH	CINTAS CORPORATION #259	\$1,290.15	O
589-2022	12/08/2022	12/11/2022	CH	TIME WARNER CABLE-NORTHEAST	\$62.09	O
590-2022	12/02/2022	12/11/2022	CH	CLEVELAND ILLUMINATING CO.	\$294.23	O
591-2022	12/02/2022	12/11/2022	CH	CLEVELAND ILLUMINATING CO.	\$414.13	O
592-2022	12/08/2022	12/11/2022	CH	CLEVELAND ILLUMINATING CO.	\$93.80	O
593-2022	12/08/2022	12/11/2022	CH	CLEVELAND ILLUMINATING CO.	\$350.24	O
594-2022	12/02/2022	12/11/2022	CH	DIVISION OF WATER	\$287.27	O
595-2022	12/05/2022	12/11/2022	CH	THE HARTFORD	\$177.54	O
596-2022	12/09/2022	12/11/2022	CH	AETNA HEALTH INC. (OHIO)	\$37,382.56	O
597-2022	12/06/2022	12/15/2022	CH	DOMINION EAST OHIO	\$293.00	O
598-2022	12/06/2022	12/15/2022	CH	DOMINION EAST OHIO	\$255.00	O
599-2022	12/08/2022	12/15/2022	CH	DOMINION EAST OHIO	\$338.41	O
600-2022	12/08/2022	12/15/2022	CH	DOMINION EAST OHIO	\$39.79	O
601-2022	12/09/2022	12/15/2022	CH	CLEVELAND ILLUMINATING CO.	\$415.92	O
602-2022	12/09/2022	12/15/2022	CH	CLEVELAND ILLUMINATING CO.	\$91.82	O
603-2022	12/12/2022	12/15/2022	CH	CLEVELAND ILLUMINATING CO.	\$98.88	O
604-2022	12/12/2022	12/15/2022	CH	CLEVELAND ILLUMINATING CO.	\$347.72	O
605-2022	12/12/2022	12/15/2022	CH	CLEVELAND ILLUMINATING CO.	\$127.03	O
606-2022	12/12/2022	12/15/2022	CH	DELTA DENTAL	\$1,777.53	O

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

1/6/2023 2:24:28 PM

Payment Listing

December 2022

UAN v2023.1

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
607-2022	12/12/2022	12/15/2022	CH	PRIME PAY	\$977.05	O
608-2022	12/13/2022	12/15/2022	CH	BWC	\$37,536.00	O
609-2022	12/14/2022	12/15/2022	CH	PRIME PAY	\$66,931.74	O
610-2022	12/14/2022	12/15/2022	CH	HOME DEPOT CRC	\$1,474.56	O
611-2022	12/15/2022	12/15/2022	CH	EQUIVEST	\$1,488.00	O
612-2022	12/15/2022	12/15/2022	CH	OHIO DEFERRED COMP	\$5,660.00	O
613-2022	12/19/2022	12/20/2022	CH	CLEVELAND ILLUMINATING CO.	\$223.10	O
614-2022	12/19/2022	12/20/2022	CH	CLEVELAND ILLUMINATING CO.	\$317.37	O
615-2022	12/21/2022	12/21/2022	CH	VERIZON WIRELESS	\$611.45	O
616-2022	12/22/2022	12/27/2022	CH	CLEVELAND ILLUMINATING CO.	\$771.15	O
617-2022	12/22/2022	12/27/2022	CH	DIVISION OF WATER	\$67.20	O
618-2022	12/22/2022	12/27/2022	CH	OPERS PUBLIC EMPLOYEES	\$18,783.44	O
619-2022	12/22/2022	12/28/2022	CH	SAM'S CLUB	\$281.37	O
620-2022	12/27/2022	12/28/2022	CH	FIRST COMMUNICATIONS, LLC	\$2,679.78	O
621-2022	12/28/2022	12/28/2022	CH	PRIME PAY	\$70,756.93	O
622-2022	12/28/2022	12/28/2022	CH	EQUIVEST	\$1,488.00	O
623-2022	12/28/2022	12/28/2022	CH	OHIO DEFERRED COMP	\$5,502.67	O
624-2022	12/30/2022	12/30/2022	CH	CHASE CARD SERVICE	\$4,643.40	O
625-2022	12/30/2022	12/30/2022	CH	DIVISION OF WATER	\$9.20	O
626-2022	12/30/2022	12/30/2022	CH	DIVISION OF WATER	\$9.20	O
627-2022	12/30/2022	12/30/2022	CH	DIVISION OF WATER	\$9.20	O
628-2022	12/30/2022	12/30/2022	CH	DIVISION OF WATER	\$9.20	O
629-2022	12/30/2022	12/30/2022	CH	DIVISION OF WATER	\$9.20	O
630-2022	12/30/2022	12/30/2022	CH	DIVISION OF WATER	\$13.24	O
631-2022	12/30/2022	12/30/2022	CH	DIVISION OF WATER	\$136.08	O
632-2022	12/30/2022	12/30/2022	CH	DIVISION OF WATER	\$18.05	O
633-2022	12/30/2022	12/30/2022	CH	DIVISION OF WATER	\$58.51	O
634-2022	12/30/2022	12/30/2022	CH	DIVISION OF WATER	\$58.51	O
635-2022	12/30/2022	01/04/2023	CH	STATE TREASURER OF OHIO	\$1,312.50	O
636-2022	12/30/2022	01/04/2023	CH	REDDS	\$175.00	O
637-2022	12/30/2022	01/04/2023	CH	LYNDHURST MUNI COURT	\$52.50	O
638-2022	12/30/2022	01/04/2023	CH	LYNDHURST MUNI COURT	\$265.00	O

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

1/6/2023 2:24:28 PM

Payment Listing

UAN V2023.1

December 2022

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
6367	11/21/2022	11/21/2022	AW	KEN'S WINDOW CLEANING	\$550.00 *	O
6367	12/06/2022	12/06/2022	NEG ADJ	KEN'S WINDOW CLEANING	-\$470.00	O
6381	12/07/2022	12/07/2022	AW	ATWELL'S POLICE & FIRE EQMT	\$2,615.88	O
6382	12/07/2022	12/07/2022	AW	BRONNER'S COMMERCIAL DISPLAY	\$963.45	O
6383	12/07/2022	12/07/2022	AW	RICK LOCONTI	\$350.00	O
6384	12/07/2022	12/07/2022	AW	ABV CORPORATION	\$78,500.00	O
6385	12/07/2022	12/07/2022	AW	BEST TRUCK EQUIPMENT INC	\$168.47	O
6386	12/07/2022	12/07/2022	AW	CHAGRIN VALLEY DISPATCH	\$524.30	O
6387	12/07/2022	12/07/2022	AW	MICHAEL E. CICERO	\$850.00	O
6388	12/07/2022	12/07/2022	AW	CINTAS CORPORATION #259	\$199.42	O
6389	12/07/2022	12/07/2022	AW	COMDOC, INC.	\$132.15	O
6390	12/07/2022	12/07/2022	AW	COUNTRYSIDE TRUCK SERVICE, INC	\$550.00	O
6391	12/07/2022	12/07/2022	AW	CUSTOM ELECTRIC SERVICE, INC.	\$269.00	O
6392	12/07/2022	12/07/2022	AW	DISTILLATA COMPANY	\$82.20	O
6393	12/07/2022	12/07/2022	AW	ENGLEBROOK CONSTRUCTION INC.	\$4,465.00	O
6394	12/07/2022	12/07/2022	AW	FIRE LOSS CONTROL, INC.	\$309.99	O
6395	12/07/2022	12/07/2022	AW	FIRST CALL	\$17.58	O
6396	12/07/2022	12/07/2022	AW	FP MAILING SOLUTIONS	\$162.50	O
6397	12/07/2022	12/07/2022	AW	GATES MILLS LAND CONSERVANCY	\$48,307.57	O
6398	12/07/2022	12/07/2022	AW	JOSEPH GIGLIO	\$100.00	O
6399	12/07/2022	12/07/2022	AW	HALL PUBLIC SAFETY	\$7,253.99	O
6400	12/07/2022	12/07/2022	AW	W. F. HANN & SONS	\$2,735.50	O
6401	12/07/2022	12/07/2022	AW	HOWELL RESCUE SYSTEMS	\$39,805.00	O
6402	12/07/2022	12/07/2022	AW	RICHARD KAWALEK ARCHITECT INC	\$100.00	O
6403	12/07/2022	12/07/2022	AW	KTS CUSTOM LOGOS	\$446.40	O
6404	12/07/2022	12/07/2022	AW	TOM MAJESKI	\$335.04	O
6405	12/07/2022	12/07/2022	AW	MARSHALL POWER EQUIPMENT	\$89.47	O
6406	12/07/2022	12/07/2022	AW	MICRO CENTER A/R	\$180.00	O
6407	12/07/2022	12/07/2022	AW	MIDWEST RESCUE PRODUCTS, INC.	\$11,058.93	O
6408	12/07/2022	12/07/2022	AW	NICOLA, GUDBRANSON & COOPER	\$1,787.50	O
6409	12/07/2022	12/07/2022	AW	OHIO TREASURER OF STATE	\$1,770.00	O
6410	12/07/2022	12/07/2022	AW	RUMPKE	\$82.49	O

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

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Payment Listing

UAN V2023.1

December 2022

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
6411	12/07/2022	12/07/2022	AW	RANDY SAVAGE	\$1,781.83	O
6412	12/07/2022	12/07/2022	AW	SHUTTLE'S UNIFORM INC.	\$378.00	O
6413	12/07/2022	12/07/2022	AW	SOUTHEASTERN EQUIPMENT CO INC	\$2,692.91	O
6414	12/07/2022	12/07/2022	AW	ULLMAN OIL COMPANY	\$4,531.67	O
6415	12/07/2022	12/07/2022	AW	UNITED SURVEY, INC.	\$9,100.00	O
6416	12/07/2022	12/07/2022	AW	WALTER, HAVERFIELD	\$5,545.30	O
6417	12/07/2022	12/07/2022	AW	WINZER	\$26.40	O
6418	12/21/2022	12/21/2022	AW	ABV CORPORATION	\$24,700.00	O
6419	12/21/2022	12/21/2022	AW	AKE ENVIRONMENTAL, INC.	\$1,020.00	O
6420	12/21/2022	12/21/2022	AW	BEST TRUCK EQUIPMENT INC	\$469.50	O
6421	12/21/2022	12/21/2022	AW	ACROSS THE STREET PRODUCTIONS	\$106.25	O
6422	12/21/2022	12/21/2022	AW	CERNI MOTORS	\$94.44	O
6423	12/21/2022	12/21/2022	AW	CFS INSPECTIONS	\$148.80	O
6424	12/21/2022	12/21/2022	AW	CHAGRIN VALLEY AUTO PARTS	\$1,294.70	O
6425	12/21/2022	12/21/2022	AW	CHARDON WELDING INC.	\$101.00	O
6426	12/21/2022	12/21/2022	AW	COLLINS EQUIPMENT CORP	\$561.00	O
6427	12/21/2022	12/21/2022	AW	COUNTRYSIDE TRUCK SERVICE, INC	\$616.69	O
6428	12/21/2022	12/21/2022	AW	DUSTBUSTER	\$510.00	O
6429	12/21/2022	12/21/2022	AW	EUCLID HYDRAULICS, INC	\$490.00	O
6430	12/21/2022	12/21/2022	AW	FIRE LOSS CONTROL, INC.	\$3,228.94	O
6431	12/21/2022	12/21/2022	AW	FIRST CALL	\$48.86	O
6432	12/21/2022	12/21/2022	AW	HERITAGE FIRE EQUIPMENT	\$1,531.95	O
6433	12/21/2022	12/21/2022	AW	DYLAN HUSTOSKY	\$30.00	O
6434	12/21/2022	12/21/2022	AW	IAFC MEMBERSHIP	\$270.00	O
6435	12/21/2022	12/21/2022	AW	INTERSTATE TOWING & TRANSPORT SPECIALIST INC	\$650.00	O
6436	12/21/2022	12/21/2022	AW	IRON MAN SUPPLY LLC	\$179.35	O
6437	12/21/2022	12/21/2022	AW	J & L DOOR SERVICE, INC.	\$502.00	O
6438	12/21/2022	12/21/2022	AW	JOHNSON CONTROLS FIRE PROTECT	\$720.00	O
6439	12/21/2022	12/21/2022	AW	JUDCO, INC	\$35,460.00	O
6440	12/21/2022	12/21/2022	AW	JEFF MACKIE	\$2,311.80	O
6441	12/21/2022	12/21/2022	AW	MARS ELECTRIC COMPANY	\$50.00	O
6442	12/21/2022	12/21/2022	AW	MIDWEST RESCUE PRODUCTS, INC.	\$439.12	O

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

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Payment Listing

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December 2022

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
6443	12/21/2022	12/21/2022	AW	MULLETT'S HARNESS SHOP	\$467.45	O
6444	12/21/2022	12/21/2022	AW	NATURE'S OWN SOURCE, LLC	\$5,250.00	O
6445	12/21/2022	12/21/2022	AW	NICK MAYER'S MARSHALL FORD	\$745.98	O
6446	12/21/2022	12/21/2022	AW	NICOLA, GUDBRANSON & COOPER	\$1,937.50	O
6447	12/21/2022	12/21/2022	AW	OHIO POLICE & FIRE PENSION	\$29,240.45	O
6448	12/21/2022	12/21/2022	AW	PET WASTE ELIMINATOR	\$96.00	O
6449	12/21/2022	12/21/2022	AW	RUMPK	\$82.49	O
6450	12/21/2022	12/21/2022	AW	SIDLEY	\$349.30	O
6451	12/21/2022	12/21/2022	AW	SIGNAL SERVICE COMPANY	\$176.78	O
6452	12/21/2022	12/21/2022	AW	SPORT RACK	\$1,545.75	O
6453	12/21/2022	12/21/2022	AW	ANGELA SUCHETKA	\$1,679.82	O
6454	12/21/2022	12/21/2022	AW	TECHNOLOGY MANAGEMENT SOLUTION	\$1,380.00	O
6455	12/21/2022	12/21/2022	AW	TECHSPERT DATA SERVICES LLC	\$2,433.75	O
6456	12/21/2022	12/21/2022	AW	TURNERY HOME & AUTO	\$299.02	O
6457	12/21/2022	12/21/2022	AW	UNITED SURVEY, INC.	\$5,200.00	O
6458	12/21/2022	12/21/2022	AW	VALLEY FREIGHTLINER	\$397.62	O
6459	12/21/2022	12/21/2022	AW	WATERLOGIC	\$59.95	O
6460	12/21/2022	12/21/2022	AW	WITMER PUBLIC SAFETY GROUP	\$84.52	O
6461	12/21/2022	12/21/2022	AW	ZOOM CAR WASH	\$72.00	O
6462	12/28/2022	12/28/2022	AW	RONYAK PAVING	\$712,779.50	O
6463	12/28/2022	12/28/2022	AW	THE FIRE HOUSE	\$454.75	O
6464	12/28/2022	12/28/2022	AW	FIRST CALL	\$119.34	O
6465	12/28/2022	12/28/2022	AW	NICK MAYER'S MARSHALL FORD	\$7.50	O
6466	12/28/2022	12/28/2022	AW	NORTHERN OHIO ARSON SEMINAR	\$85.00	O
6467	12/28/2022	12/28/2022	AW	BEN PESUIT	\$376.97	O
6468	12/28/2022	12/28/2022	AW	PROTECTOR CAPITAL, LLC	\$283.00	O
6469	12/28/2022	12/28/2022	AW	TECHSPERT DATA SERVICES LLC	\$495.00	O
6470	12/28/2022	12/28/2022	AW	WINZER	\$572.45	O
6471	12/28/2022	12/28/2022	AW	UNITED SURVEY, INC.	\$4,700.00	O
6472	12/29/2022	12/29/2022	AW	COUNTRYSIDE TRUCK SERVICE, INC	\$5,634.26	O

Total Payments: \$1,352,518.82

Total Conversion Vouchers: \$0.00

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

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Payment Listing

UAN v2023.1

December 2022

Total Less Conversion Vouchers: \$1,352,518.82

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RV - 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 \$1,352,518.82

Clerk

Mayor

CLERK'S CERTIFICATE

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

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

Clerk

**VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
DECEMBER 31, 2022**

	2022 BUDGET	Current Month	2022 Year to Date	2021 Year to Date
General Fund (GF) Revenues:				
Taxes:				
Real Estate Taxes	2,364,369	-	2,436,728	2,364,369
Municipal Income Taxes	2,100,000	45,174	3,111,730	4,289,190
Share of Sales and State Taxes	62,000	6,366	70,703	68,332
Total Tax Revenue	4,526,369	51,541	5,619,161	6,721,891
Other Sources:				
Fines and Costs	280,000	6,836	95,592	88,684
Building/Liquor Permits & Licenses	48,000	6,764	50,480	56,090
Interest Income	106,000	6,315	112,131	114,857
Rental Income	213,000	13,199	209,051	201,136
Mills Building Rental Income	119,885	5,749	77,352	155,413
Ambulance Income	20,000	-	39,552	13,991
SRO Reimbursement	80,000	7,572	85,429	80,000
Misc	139,000	108,993	119,125	168,051
Total Other Sources Revenue	1,005,885	155,427	788,712	878,222
Assessments:				
School Board/Property Assessment	24,000	-	42,129	25,336
Total General Fund Revenues	5,556,254	206,968	6,450,002	7,625,449
Add Year Beginning General Fund Balance		8,073,626	7,366,903	5,154,139
Less Expenses:				
Administration Costs (see Page 2)	(see Page 2)	(37,924)	(791,859)	(668,069)
Administration - Transfers		(10,000)	(1,103,000)	(1,150,000)
Police Department Costs (see Page 3)	(see Page 3)	(135,935)	(1,706,576)	(1,529,204)
Fire Department Costs (see Page 3)	(see Page 3)	(95,821)	(304,351)	(297,237)
Fire Department Ambulance (see Page 3)	(see Page 3)	-	(354,439)	(244,763)
Service Department Costs (see Page 4)	(see Page 4)	(189,719)	(1,745,485)	(1,523,417)
Total General Fund Expenses		(469,400)	(6,005,711)	(5,412,690)
Current General Fund Balance		7,811,194	7,811,194	7,366,898
Plus:				
Other Fund Current Balances		1,377,346	1,377,346	899,385
Total Current Balance - All Funds		9,188,540	9,188,540	8,266,283

**VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
DECEMBER 31, 2022**

	2022 BUDGET	2022 Month Expenses	2022 To Date Expenses	2021 To Date Expenses
ADMINISTRATION:				
Salaries and Wages	153,300	12,149	151,200	126,544
Health Insurance	51,600	4,089	46,588	24,194
Worker's Comp/Medicare	7,800	2,258	5,139	5,028
Employee Retirement (OPERS)	26,000	1,950	24,946	21,567
PERSONNEL COSTS	238,700	20,446	227,873	177,333
Legal - Law Director	45,000	5,545	82,619	49,650
Legal - Prosecutor	38,000	4,575	42,050	34,100
Legal - Other	500	-	399	1,652
Engineering	37,400	2,525	33,891	33,784
Other Professional Services	120,000	2,616	107,295	58,342
LEGAL AND PROFESSIONAL	240,900	15,262	266,254	177,528
General Insurance	130,900	-	138,120	124,790
Income Tax Expense	65,000	1,341	92,564	127,537
County Auditor Expenses	57,000	-	54,498	50,632
Office Expenses	13,000	875	9,479	5,539
Miscellaneous Expenses	4,500	-	3,072	4,710
OTHER ADMINISTRATIVE COSTS	270,400	2,216	297,732	313,208
ADMINISTRATION OPERATING COSTS	750,000	37,924	791,859	668,069
Transfers to Other Funds	751,000	10,000	1,103,000	1,150,000
TOTAL ADMINISTRATION COSTS	1,501,000	47,924	1,894,859	1,818,069

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
DECEMBER 31, 2022

	2022 BUDGET	2022 Month Expenses	2022 To Date Expenses	2021 To Date Expenses
POLICE DEPARTMENT:				
Salaries and Wages	1,152,300	85,802	1,070,659	976,544
Overtime	40,000	5,284	41,377	34,611
Health, OPERS, MEDI, Worker Comp	267,500	36,320	260,204	237,211
PERSONNEL COSTS	1,459,800	127,406	1,372,240	1,248,366
Gasoline	18,000	-	24,172	16,561
Repairs and Maintenance	11,000	1,246	13,770	9,328
Uniforms	12,200	3,277	10,787	15,180
Training/Conferences	16,000	5	15,593	11,196
Dispatch Operating Fee	155,000	-	153,798	143,782
Alarm System Fee	28,000	-	22,017	25,950
Maintenance Agreements/Radio Expenses	20,000	1,120	20,534	16,843
Other Expenses	15,000	2,882	16,696	17,388
V.E.G.	10,000	-	10,000	10,000
OTHER POLICE DEPART COSTS	285,200	8,529	287,366	266,228
Vehicle Purchases	45,000	-	46,970	-
Equipment Purchases	-	-	-	14,610
CAPITAL EXPENDITURES	45,000	-	46,970	14,610
TOTAL POLICE DEPARTMENT COSTS	1,790,000	135,935	1,706,576	1,529,204

FIRE DEPARTMENT:				
Salaries and Wages	130,000	10,146	129,769	122,817
PERS, MEDI, SOC SEC, Worker Comp	30,000	13,063	23,485	28,730
PERSONNEL COSTS	160,000	23,209	153,254	151,547
Vehicle Maintenance	6,000	7,507	9,252	4,296
Ambulance/EMS <i>see below</i>	322,394	-	354,439	244,763
Training/Conferences	5,500	942	2,664	1,640
Contracts & Annual Fees	20,000	1,711	20,775	22,784
Other Expenses	9,000	3,272	6,666	5,027
OTHER FIRE DEPARTMENT COSTS	362,894	13,432	393,796	278,510
CAPITAL EXPENDITURES	132,106	59,181	111,740	111,943
TOTAL FIRE DEPARTMENT COSTS	655,000	95,821	658,790	542,000
<i>Ambulance Income on Cover Page</i>	20,000	-	39,552	13,991

**VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
DECEMBER 31, 2022**

	2022 BUDGET	2022 Month Expenses	2022 To Date Expenses	2021 To Date Expenses
SERVICE DEPARTMENT:				
Salaries and Wages	715,000	53,931	708,074	677,555
Overtime	20,000	7,428	30,877	21,756
Health, OPERS, MEDI, Worker Comp	298,000	37,078	289,542	272,656
PERSONNEL COSTS	1,033,000	98,437	1,028,493	971,967
Salt/Aggregate (snow removal)	75,000	2,399	61,000	54,145
Building Inspection	15,000	350	14,253	17,164
Equipment Maintenance	35,000	5,529	52,537	50,701
Gasoline Expense	30,000	4,532	42,307	36,565
Supplies	30,000	4,327	32,994	30,218
OPERATING COSTS	185,000	17,137	203,091	188,793
BUILDING OPERATION & MTC				
Village Hall	107,510	9,288	105,527	106,432
Village Houses	12,600	26	728	85
Community Building	29,350	1,054	19,212	27,881
Post Office	2,420	905	19,047	1,772
OBT Building	2,420	49	1,607	1,662
Wash House	3,700	13	74	44
Burton Court	3,000	194	3,217	2,451
Mills Building	24,000	8,953	52,767	21,948
BUILDING OPERATION & MTC	185,000	20,482	202,180	162,275
Street Repair	8,000	-	8,879	4,552
Ditch, Drain, Sewers	21,000	14,650	30,222	24,678
Tree Grinding (Contractors)	15,000	-	12,500	16,575
Street Lighting	11,500	885	10,066	10,487
Parks	18,000	2,498	22,439	13,653
Guardrails, Signs, Bridges	14,500	170	16,537	7,731
STREETS AND ROADS	88,000	18,204	100,643	77,676
Vehicles	210,000	35,460	209,959	119,199
Other Equipment	4,000	-	1,118	3,507
CAPITAL EXPENDITURES	214,000	35,460	211,077	122,706
TOTAL SERVICE DEPARTMENT COSTS	1,705,000	189,719	1,745,485	1,523,417

**VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
DECEMBER 31, 2022**

	Beginning Year Balance	Year-to-date Actual Receipts	Year-to-date Actual Expenses	Unexpended Balance
Street Const Maint Repair	128,063	192,877	240,000	80,941
State Highway	17,933	15,729	8,009	25,654
Bond Retirement (KeyBank Loans)	2,730	-	-	2,730
	<u>148,726</u>	<u>208,607</u>	<u>248,009</u>	<u>109,324</u>
Capital Improvement	49,053	997,580	706,758	339,875
Water	226,473	82,500	20,975	287,998
Wastewater Plant	14,314	50,247	50,253	14,309
Park Recreation	46,334	58,942	49,044	56,232
Cemetery	38,032	10,500	549	47,983
Mayor's Court-Violations Bureau	1,304	26,444	26,137	1,611
Mayor's Discretionary	1,236	1,000	1,902	334
Purcell Trust	31,299	15,502	15,000	31,800
Land Conservation	16,366	220,582	125,972	110,976
Local Fiscal Recovery Fund (ARPA)	116,123	117,562	41,373	192,312
Building Bond Deposit	92,257	14,348	2,686	103,919
Underground Storage Tank	11,000	-	-	11,000
Safety Fund	85,975	24,200	53,807	56,368
Police Relief & Pension	16,591	186,150	197,504	5,238
Law Enforcement	313	10	313	10
VEST Grant	-	-	-	-
OneOhio Fund (Opiod)	-	569	-	569
STATE Grants	3,990	5,578	2,078	7,491
TOTAL OTHER FUNDS	<u>899,385</u>	<u>2,020,321</u>	<u>1,542,360</u>	<u>1,377,346</u>
GENERAL FUND	7,366,903	6,450,002	6,005,711	7,811,194
TOTAL ALL FUNDS	<u>8,266,288</u>	<u>8,470,323</u>	<u>7,548,071</u>	<u>9,188,540</u>

STATE OF THE VILLAGE
DECEMBER 31, 2022

	2022	2021
Total Current Balance - All Funds	9,188,540	8,266,288
Cash and Investments:	12/31/2022	12/31/2021
Cash:		
ANCORA	8,667,560	7,594,672
CHASE DDA	273,059	248,269
CHASE SAV - LAND CONS	110,976	16,366
CHASE VIOLATIONS BUREAU	38,995	39,598
Star Ohio	158,459	467,603
STAR Plus	-	-
	<hr/>	<hr/>
Total Cash	9,249,049	8,366,508
(OUTSTANDING CHECKS)	(60,509)	(100,220)
Total Cash and Investments	9,188,540	8,266,288

Current Indebtedness:

Unfunded:	<u>12/31/2022</u>	<u>12/31/2021</u>
** Wastewater - Issue 2 (20 years ending 2021)	-	9,620
Library - KeyBank (renew annually)	-	-
	<hr/>	<hr/>
Total Unfunded	-	9,620
 Total Current Indebtedness	 -	 9,620

** From Wastewater Fund

GENERAL FUND SUMMARY	BUDGET	DECEMBER	2022 YEAR TO DATE	2021 YEAR TO DATE
Real Estate Taxes	2,364,369	-	2,436,728	2,364,369
Municipal Income Tax	2,100,000	45,174	3,111,730	4,289,190
Share of Sales and State Taxes	62,000	6,366	70,703	68,332
Other Sources	1,005,885	155,427	788,712	878,222
Assessments	24,000	-	42,129	25,336
TOTAL OPERATING REVENUES	5,556,254	206,968	6,450,002	7,625,449
 OPERATING EXPENSES				
Administration Department	750,000	37,924	791,859	668,069
Police Department	1,790,000	135,935	1,706,576	1,529,204
Fire Department	655,000	95,821	658,790	542,000
Service Department	1,705,000	189,719	1,745,485	1,523,417
Transfers excluding Inheritance Taxes	751,000	10,000	1,103,000	1,150,000
TOTAL OPERATING EXPENSES	5,651,000	469,400	6,005,711	5,412,690
 SURPLUS (DEFICIT)	 (94,746)	 (262,432)	 444,291	 2,212,759

Project	December 31, 2022	BUDGET	DECEMBER	YEAR TO DATE EXPENSES	COURTNEY	OTHER	SCMR/STHWY
	CAPITAL IMPROVEMENT						
	2022 ROAD PROGRAM	635,000	712,780	814,308	101,528	584,230	128,550
	CEDAR RD RECONST						
	2022 STORM SEWER/CULVERT REPAIR	60,000	29,400	34,602	5,202		29,400
	STORM WATER REGULATIONS	10,000		3,688	3,188	500	
	ANNUAL SANITARY SEWER ISSUES	10,000					
	MAYFIELD @ RIVER RD TRAFFIC PROJECT	5,000		1,146	449		698
	151-SOM CTR REPAVE/DRNG 21-22	30,000	78,500	89,922	11,422		78,500
	CONTINGENCIES	20,000		-			
	MILLS BUILDING RENOVATION						
TOTAL	CAPITAL IMPROVEMENT	770,000	820,680	943,665	121,788	584,730	237,148

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*

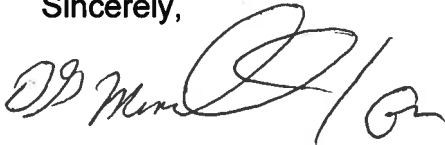
January 2023 Council Meeting (December Report)

- 1) Our Body Worn Cameras (BWC) are now in service. Grant funding paid for the majority of the project.
- 2) One police car has been out of service for about a month due to an electrical problem. The vehicle has been at the dealership and technicians are continuing to troubleshoot.
- 3) Sgt. Day was recognized as the 2022 Police Employee of the Year. Congratulations to Mike!

Monthly Totals:

- 55 Traffic Citations.
- 21 Warnings.
- 21 Incident Reports.
- 5 Accident Reports.
- 3,122 House Checks
- 7,335 Patrol Miles.
- Total Fines \$6,836.00 YTD 95,952.00.

Sincerely,



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

Gates Mills Service Department

"Yours in service since 1920"

TO: Mayor
and Council Members

FROM: Dave Biggert, Service Director

RE: SERVICE DEPARTMENT REPORT – DECEMBER 2022

1. In December 6 building permits were issued for a total construction value of \$1,201,319. This includes a permit for a new home on Chagrin River Road.

A total of 76 permits had been issued for 2022. The total construction value for the year was \$7,561,494.

2. In December 2021, 7 building permits had been issued for a total construction value of \$771,566.

A total of 83 permits had been issued for 2021. The total construction value for the year was \$11,525,453.

3. The October Planning and Zoning Commission meeting minutes are included for review.

I hope this information is helpful. If you have any questions or need any additional information, please feel free to contact me at (440) 423-4405, X127.

Respectfully Submitted,



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

PLANNING AND ZONING COMMISSION
MINUTES OF **TUESDAY, OCTOBER 04, 2022**

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, October 04, 2022 at 5:00 PM** in the Council Chambers of the Town Hall.

Members present: Craig Steinbrink; Chair, Scott Broome, Nancy Sogg, Emily Hamilton, and Jeannine Voinovich.

Members absent: Chip AuWerter and Jim Deacon.

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

1. Roll call.
2. The minutes of **Tuesday, September 06, 2022** regular meeting of the Planning and Zoning Commission were submitted for approval.

Mr. Steinbrink stated the word "roaster" should be changed to "rooster".

A motion was made to approve the minutes as *revised*.

Motion by: N. Sogg 2nd: J. Voinovich

Roll Call: Ayes: All.
 Nays: None.

Motion Approved

3. A review and discussion of the proposed revised ordinance regulating fences was held.

Mr. Hunt advised the new regulation is also working its way through Council. A public hearing is required before Council can approve the new legislation.

Mr. Biggert asked Mr. Hunt if the new regulation should also apply to the current "old standards" section.

Mr. Hunt suggested it should. He will revise the final version to include the fence regulation to the "old standards" section.

After further discussion, a motion was made to approve the new fence ordinance as amended and recommended adoption to Council.

Motion by: N. Sogg 2nd: E. Hamilton

Roll Call: Ayes: All.
 Nays: None.

Motion Approved

4. Motion to adjourn the regular meeting of the Planning and Zoning Commission and convene a meeting of the **Board of Zoning Appeals**.

Motion by: N. Sogg 2nd: S. Broome

Roll Call: Ayes: All.
 Nays: None.

Motion Approved

5. Permission to expand a current non-conforming structure and rear setback variance request for the **GATES MILLS HISTORICAL SOCIETY** at **7580 Old Mill Road** was heard.

David Ellison, Architect and Marcia Anselmo, GMHS President were present.

Mr. Ellison reviewed the request for the Commission. He indicated the current building is too small to meet the needs of the Historical Society. They are proposing to build a small addition of the rear of the existing building which will increase their display space. He stated the existing building conforms with all the requirements of Section 1157.06 other than the rear setback for the new addition. A 23' rear setback variance is necessary.

Ms. Anselmo stated the building is completely out of additional display space. Many items that have been donated by residents cannot be displayed. She tries to rotate items so the history of Gates Mills can be shown.

Mrs. Hamilton asked if any trees would need to be removed.

Ms. Anselmo stated a few of the smaller decorative trees will be relocated. Once all the work is completed, the new addition should not be visible from the street or side.

Mr. Ellison stated part of the project is to install a ramp which will improve handicap accessibility. The new addition is approximately 400 square feet. He also stated the GMHS property is probably one of the most valuable pieces of property in the Village.

Mr. Hunt stated it appears the cost of the new addition is not more than 60% of the fair market value of the property so it meets the requirement as stated in Section 1157.06(b).

Mr. Broome reviewed the *Variance Worksheet* for the Commission. He stated the existing building already does not meet the required rear setback and the new addition is not changing the building's use.

After further discussion, a motion was made to approve a 25' rear yard setback as submitted.

Motion by: S. Broome 2nd: N. Sogg

Roll Call: Ayes: All.
 Nays: None.

Motion Approved

There being no further business the meeting was adjourned at **5:26 P.M.**

Craig Steinbrink, Chair

David Biggert, Secretary

Gates Mills Fire Department

December 2022 Council Report

DATE	NFIRS #	Address/Location	Description of Incident
12/1/22	2022-162	3425 Roundwood Rd. H.V.	Provide mutual aid to Chagrin Falls FD.
12/2/22	2022-163	1728 Berkshire Road	Natural Gas line cut and leaking.
12/2/22	2022-164	SOM Center N. of Cedar	Motor vehicle crash without injuries.
12/2/22	2022-165	789 Village Trails	Fire alarm due to burnt food.
12/3/22	2022-166	1279 West Hill Drive	Energized power lines down across the roadway.
12/3/22	2022-167	1870 County Line Road	Power line down.
12/3/22	2022-168	1176 Hillcreek Lane	Tree down on the power lines.
12/3/22	2022-169	1030 Hillcreek Lane	Carbon Monoxide in the home due to exhaust from a generator.
12/5/22	2022-170	1279 West Hill Drive	Telephone/Cable lines down.
12/5/22	2022-171	Sherman Rd. E. of C.R.R.	Motor vehicle crash without injuries.
12/9/22	2022-172	1800 Berkshire Road	Odor investigation.
12/13/22	2022-173	1620 Chagrin River Road	Fire alarm due to cooking.
12/16/22	2022-174	2075 Woodstock Road	Public service/smoke detector check.
12/18/22	2022-175	34001 Cedar Road	Fire alarm at the Gilmour dormitory due to dust from vacuuming.
12/20/22	2022-176	7301 Wilson Mills Road	Public service/smoke and C.O. detector installation.
12/23/22	2022-177	1380 Echo Glen	Remove a fallen tree that was blocking the roadway.
12/23/22	2022-178	7845 Old Mill Road	Main electrical panel buzzing.
12/24/22	2022-179	2045 SOM Center Road	Fire alarm at Gilmour Academy due to water from a frozen pipe.
12/25/22	2022-180	2045 SOM Center Road	Shut down the fire sprinkler system at Gilmour Middle School Bldg. due to a frozen sprinkler head.
12/26/22	2022-181	1700 Epping Road	Carbon Monoxide alarm due to "end of life" alert.
12/26/22	2022-182	1010 West Hill Drive	Tree leaning on telephone/cable lines.
12/30/22	2022-183	7621 Old Mill Road	Public service/smoke detector installation.

CURRENT MONTH TOTAL	2022 YEAR END TOTAL	2021 YEAR END TOTAL
G.M. FIRE 22	183	201
M.V. EMS 11	193	182

The December training topics were:

December 6, 2022 Year end call review.

December 20, 2022 Discussion on staffing changes in 2023. Gilmour Academy campus site walk-through and preplan reviews/familiarization for fire operations and active shooter responses.

December employee anniversaries: Captain Rob Jamieson – 31 years Firefighter Tim Byrne – 18 years

Real Estate Committee Meeting Minutes

December 16 2022

Attendees: W. Morris Chair, E Bell, D. Batt. K. Slesh

Discussed activity in the Mills Building. In conversation with a tenant to lease the 2 vacancies.

3 additional users have expressed interest.

Archives Building: Made committee aware of its availability. Gathering costs needed to make building rentable.

Large Village owned Tracts of Land: Decided it would be worthwhile to have a summary of the vacant parcels owned by the Village that are large and vacant. This will afford a quick and easier way to determine whether higher use options are feasible. D. Batt and N. Sogg have volunteered to prepare Property Summaries.

Outside Management and Leasing services: Had a discussion regarding the need/value in soliciting proposals for professional service. Tabled for further discussion.

W. L Morris 21/16/22

ORDINANCE NO. 2022 – 27 (As Revised 12/13/22)

BY COUNCILMEMBER: STEINBRINK

AN ORDINANCE AMENDING ZONING CODE SECTIONS 1157.03 AND 1157.031, “ACCESSORY USES IN U1 SINGLE-FAMILY HOUSE DISTRICT; NEW STANDARDS”; AND “OLD STANDARDS”, TO ADOPT NEW SUBSECTIONS (n) TO PERMIT THE KEEPING OF CHICKENS AND CERTAIN OTHER DOMESTICATED FOWL AS AN ACCESSORY USE IN RESIDENTIAL ZONING DISTRICTS; AND AMENDING THE GENERAL OFFENSES CODE TO ADOPT A NEW SECTION 518.18, “BACKYARD CHICKENS AND CERTAIN OTHER DOMESTICATED FOWL”.

WHEREAS, the Village Planning and Zoning Commission has recommended the Council adopt a new subsection to the Village’s Codified Ordinance Section 1157.03 to allow an accessory use for the keeping of chickens and certain other domesticated fowl in residential zoning districts but under the detailed regulations of a recommended amendment to the Village’s General Offenses Code;

WHEREAS, it is also necessary to adopt a new subsection to Village Codified Ordinance Section 1157.031, “Accessory Uses in U1 Single-Family House District; Old Standards”, to be consistent with the Village Zoning Code.

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

Section 1. Section 1157.03, “Accessory Uses in U1 Single-Family House District; New Standards”, of Zoning Code Chapter 1157 is amended to add new subsection (n) as follows:

“(n) The keeping of chickens and other domesticated fowl are permitted in compliance with Codified Ordinance Section 518.18 and are governed by the regulations and procedures set forth therein.”

Section 2. Section 1157.031, “Accessory Uses in U1 Single-Family House District; Old Standards”, of Zoning Code Chapter 1157 is amended to add new subsection (n) as follows:

“(n) The keeping of chickens and other domesticated fowl are permitted in compliance with Codified Ordinance Section 518.18 and are governed by the regulations and procedures set forth therein.”

Section 3. Chapter 518, “Animals”, of the General Offenses Code is amended to add a new Section 518.18, Backyard Chickens and Certain Other Domesticated Fowl”, as follows:

"518.18 BACKYARD CHICKENS AND CERTAIN OTHER DOMESTICATED FOWL.

(a) It shall be unlawful to place or maintain backyard chickens and the following other domesticated fowl: ducks, geese, quail, turkeys, guinea fowl, and peafowl in any area unless the following conditions and requirements are met:

(1) No chickens or other domesticated fowl permitted by this section may be kept in a residential zoning district except on a parcel that is at least one (1) acre in area.

(2) Facilities. Chickens and other domesticated fowl permitted by this section are required to be kept and located within a designated coop or cage with a run or outdoor enclosure that shall meet the following requirements:

A. The coop or cage and run shall be located only in the rear yard of owner-occupied, single-family residential properties or any school property, public or private.

B. No coop or cage or run shall be located between the rear of the principal structure on the parcel and the front yard lot line.

C. The coop or cage shall have a minimum thirty (30)-foot setback from the rear property line, and thirty (30)-foot setback from the side property lines and shall have a minimum setback of one hundred fifty (150) feet from any public street.

(3) If backyard chickens or other domesticated fowl, or coops or outdoor enclosures become a nuisance, habitually and unreasonably disturb the tranquility of the surrounding neighborhood, or become a health or safety hazard, the Building Official has the authority to order the chicken or other domesticated fowl removed from the Municipality.

(4) No on-site slaughtering shall be allowed except for personal consumption by the occupants of the residential premises.

(b) Commercial Uses Prohibited. Chickens and other domesticated fowl permitted by this section shall be kept for personal use only. No person shall sell eggs or engage in breeding or fertilizer sales for commercial purposes.

(c) Appeals and Variances. The Building Official has the authority to exercise enforcement of this section. Appeals and/or requests for variances may be presented in writing to the Board of Zoning Appeals. Upon its review and giving consideration to the testimony, the Board of Zoning Appeals may by a majority vote of its members either uphold, grant or deny the appeal or variance request.

(d) Penalties for Violations. Whoever violates this section shall be guilty of a misdemeanor of the fourth degree, and shall be subject to penalties and sentencing as provided by Chapter 598 of the Codified Ordinances."

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

Passed the ____ day of _____, 202_.

President of Council

ATTEST:

Clerk

APPROVED:

_____, Mayor

ORDINANCE NO. 2023 - 1
BY COUNCILMEMBER STEINBRINK

AN ORDINANCE AMENDING SECTION 318.07, "CIVIL PENALTIES", TO INCREASE THE CIVIL PENALTY FOR A VIOLATION FOR 10 TO 19 MILES PER HOUR OVER THE MOTOR VEHICLE SPEED LIMIT.

WHEREAS, the Village enacted Chapter 318 "Automated Speed and Traffic Enforcement Program" on January 11, 2022, which included the establishment of civil penalties for violations at Section 318.07;

WHEREAS, Chapter 318 sets forth a civil penalty of \$100.00 for a motor vehicle speed violation of 10 to 15 miles per hour over the speed limit;

WHEREAS, the Ohio Supreme Court, in the case of *Newburgh Hts. v. State*, Case No. 2021-0247, decided May 19, 2022, held that the requirement of Ohio Revised Code Section 4511.099 is constitutional and that pursuant to that municipality's ordinance, the State of Ohio may require local authorities to provide an advance deposit for filing of civil actions for the enforcement of speeding tickets issued by the local authority based on evidence recorded by a traffic law photo-monitoring device;

WHEREAS, the Lyndhurst Municipal Court, in which speeding tickets issued by the Village are enforced by civil action, requires an advance non-refundable deposit of twenty-five dollars (\$25.00) per civil action for enforcement of speeding tickets that are evidenced by traffic law photo-monitoring device, regardless of whether the violation is upheld by the Court;

WHEREAS, this Council desires to amend Section 318.07 of Chapter 318 of the Codified Ordinances of the Village to increase the civil penalty to \$135.00 to cover the cost of the advance deposit of the court fees and shortfalls in collection of civil penalties incurred by the Village for violations not upheld by the Court and to cover its administrative fees.

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

Section 1. Section 318.07 "Civil Penalties", of Chapter 318 of the Codified Ordinances is amended to read as follows:

318.07 CIVIL PENALTIES.

- (a) Unless the driver of the motor vehicle received a citation from a police officer at the time of the violation, the Registered Owner or Designated Party of the motor vehicle is subject to a civil penalty if the motor vehicle is recorded by a traffic law photo-monitoring device while being operated in violation of this Chapter.
- (b) The civil penalty under this Chapter shall be the following:

Miles Per Hour Over Speed Limit	Amount of Penalty
10-19	\$100.00 <u>135.00</u>
20-29	\$200.00
30 or more	\$300.00

Section 2: Any sections of the Codified Ordinances in conflict herewith are hereby repealed and amended accordingly. All other provisions of the Village's Codified Ordinances not inconsistent herewith shall remain in full force and effect.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

Passed the day of _____, 2023.

President of Council

ATTEST:

Clerk

APPROVED:

_____, Mayor

RESOLUTION NO. 2023 - 2
BY COUNCILMEMBER TURNER

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES ("ODNR") FOR FUNDING FOR THE VILLAGE'S PROJECT FOR AMERICANS WITH DISABILITIES ACT ("ADA") IMPROVEMENTS AT THE VILLAGE COMMUNITY HOUSE.

WHEREAS, the Village has been offered a grant from ODNR in the net amount of \$39,200 for the Village's project to renovate the restrooms at the Village's Community House to be compliant with the Americans with Disabilities Act's accessibility requirements;

WHEREAS, ODNR requires grant recipients to enter into a grant agreement in order to receive the grant funding;

WHEREAS, a "Capital Improvement Community Park, Recreation/Conservation Project Pass-Through Grant Agreement" (attached hereto and incorporated by reference herein as Exhibit A) has been tendered to the Village and been approved as to its form by the Village Law Director;

WHEREAS, this Council desires to accept the Grant for this necessary public purpose;

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

Section 1. The Mayor is authorized to execute the "Capital Improvement Community Park, Recreation/Conservation Project Pass-Through Grant Agreement" in a form that is substantially the same as Exhibit A, attached hereto.

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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution shall take effect and be in full force at the earliest period allowed by law.

Passed the ____ day of _____, 2023.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

EXHIBIT A

Capital Improvement Community Park, Recreation/Conservation Project Pass-Through Grant Agreement Ohio Department of Natural Resources

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("R.C.") and House Bill No. 687, 134th General Assembly of the State of Ohio and the Village of Gates Mills, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

ODNR Contact: Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 Teresa.Goodridge@dnr.ohio.gov	Grantee Contact: David Biggert Services Director Village of Gates Mills 1470 Chagrin River Road Gates Mills, OH 44040 daveb@gatesmillsvillage.com
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

WHEREAS, pursuant to House Bill No. 687, the 134th General Assembly of the State of Ohio has appropriated funds in the amount of Forty Thousand Dollars (\$40,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as 'Gates Mills Community House Improvements', (hereinafter referred to as the "Project"). Furthermore, \$800.00 of the total Project appropriations will be used by ODNR for the administration of the Project. The Project reference number is **CUYA-096C**; and

WHEREAS, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

WHEREAS, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW THEREFORE, for the purposes of providing the funds to Grantee pursuant to House Bill No. 687 of the 134th General Assembly, the parties hereto covenant and agree as follows:

- 1. Funding Amount.** ODNR agrees to provide the Grantee Thirty-Nine Thousand Two Hundred Dollars (\$39,200.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Eight Hundred Dollars (\$800.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative costs. In no event shall ODNR's payment to Grantee exceed Thirty-Nine Thousand Two Hundred Dollars (\$39,200.00). Funds for this Project have been released by the Controlling Board as of _____ and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
- 2. Project Description.** The Grantee shall use the grant funds for 'Gates Mills Community House Improvements', a project to make ADA-compliant improvements to the restrooms at the Gates Mills Community Center in Gates Mills, OH, all as more fully described in Exhibit A attached hereto.
- 3. Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the "Effective Date") and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) ("Project Closeout"); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2024.
- 4. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, on which the Project will be located and developed as a public parks and recreation or conservation facility (the "Property") except for those restrictions permitted below. Grantee represents that it is the fee simple owner, or has a lease, exclusive easement, or cooperative use agreement with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way

identified on Exhibit B, Boundary Map, and (c) the encumbrances, items, and other matters identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and shall not cause there to be, any restrictions with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions may not be acceptable.
6. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
7. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

8. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. This interest

shall remain in effect during the Term of this Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

9. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

10. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property or other capital facility to be improved, renovated, constructed, or acquired and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of H.B. 687, 134th General Assembly.

11. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.

12. **Insurance.**

- a. **Adequate Insurance.** Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure ODNR, OPFC, the Treasurer, and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.
 - b. **Self-Insurance.** Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
13. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.
14. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with R.C. Chap. 135.
15. **Reports and Records.** Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
16. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds

acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.

17. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.
18. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
19. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
20. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State.
21. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
22. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry. If required by R.C. § 125.111(B) and O.A.C § 123: 2-3-02, Grantee shall have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division demonstrating compliance with affirmative action program requirements.
23. **ODNR Right to Terminate.**
 - a. **Breach; Notice.** ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

- b. Opportunity to Cure. ODNR, in its sole discretion, may permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.

24. Legal, Federal Tax, and Other Compliance.

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, and R.C. Chap. 154 and all other laws that apply to the expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.
- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

25. Relationship of Parties.

- a. **Expenses.** Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.
 - b. **No Control Over Means and Methods.** While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
 - c. **Right to Bind.** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
 - d. **No Agency.** Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
26. **No Finding for Recovery.** Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
27. **Qualification to Receive Grant.** Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
28. **Campaign Contributions.** Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
29. **Ethics Certification.** Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

30. **Certification of Funds / Non-Appropriation.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.

31. **Time Is of The Essence.** Time is of the essence in this Agreement.

32. **Miscellaneous.**

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict with Exhibits. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.

- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

VILLAGE OF GATES MILLS

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **CUYA-096C**

I, _____, acting as attorney for the
Name and Title of Attorney
_____, ("Grantee"), and for the reliance of the
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project, Pass-Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ☐ has ☐ has not* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. _____, dated _____, 202__).

*If "has not" is checked above, please indicate the reason: _____

Attorney for Grantee:

Attorney Signature

Attorney Printed Name

Attorney Registration No.

Date Signed

Attorney Address: _____

TITLE ENCUMBRANCES

Encumbrances DO NOT Exist:

I hereby certify, as an authorized representative of Village of Gates Mills ("Grantee"), that there are currently **NO** encumbrances, liens, easements, or restrictions against the Property defined in this Agreement.

Signature of Authorized Representative

Title

Printed Name

Date

Encumbrances DO Exist:

I hereby certify, as an authorized representative of Village of Gates Mills ("Grantee"), that the following encumbrances, liens, easements, or restrictions are the only encumbrances, liens, easements, or restrictions that currently exist against the Property defined in this Agreement (attach an additional page, if needed):

Example: Easement by and between [Name of Grantee] and _____ dated _____ and recorded at Official Record # _____ (Vol. # _____ of Page # _____) of [Name of County] County, Ohio.

1	
2	
3	
4	
5	

Signature of Authorized Representative

Title

Printed Name

Date

RESOLUTION NO. 2023-3

BY COUNCILMEMBER AUWERTER

**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**

BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF GATES MILLS,
CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. That, by the Council of the Village of Gates Mills, State of Ohio, the following sums be transferred between funds. The Finance Administrator is hereby authorized to make such transfer, as follows:

From the:	GENERAL FUND
To the:	CAPITAL IMPROVEMENT FUND
Amount:	\$300,000.00

From the:	GENERAL FUND
To the:	MAYOR'S FUND
Amount:	\$1,500.00

From the:	GENERAL FUND
To the:	WASTEWATER FUND
Amount:	\$35,000.00

From the:	GENERAL FUND
To the:	POLICE PENSION FUND
Amount:	\$160,000.00

SECTION 2. That this Resolution shall go into immediate effect.

PASSED: _____, 2023

President of Council

ATTEST:

Clerk

Mayor

RESOLUTION NO. 2023 - 4
BY COUNCILMEMBER AUWERTER

A RESOLUTION AUTHORIZING A CHANGE ORDER TO THE CONTRACT
WITH RONYAK PAVING, INC. FOR THE VILLAGE'S 2022 ROAD
PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, in 2022 pursuant to authorization from this Council, a contract was awarded and executed with Ronyak Paving, Inc., pursuant to competitive bidding, for labor and materials for the Village's 2022 Road Program in the amount of \$712,779.50; ;

WHEREAS, additional labor and materials were required to complete necessary additional road repair and reconstruction that arose during the Road Program related to such issues as: road edge stabilization in several areas; removal, replacement and rebuild of subgrade material on Carpenter Road, and the correction of hazardous conditions on Sherman Road and Hawthorne Farms (the detailed information supporting the requested Change Order is available from the Village Service Director and Village Engineer);

WHEREAS, this Council finds that the labor and materials necessary for this additional work supports the change order requested by Ronyak in the amount of \$251,084.62;

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

Section 1. The Mayor is authorized to execute the requested Change Order from Ronyak Paving, Inc. in the amount of \$251,084.62 which, therefore, increases the contract amount payable to Ronyak to \$963,864.12.

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 that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution is declared to be an emergency measure necessary to preserve the public health, safety and welfare of the Village, its residents, and motorists using Village roads which were and are required to be repaired as soon as possible; and therefore, provided this Resolution receives the requisite number of votes pursuant to the Village Charter, it shall take effect and be in full force immediately upon the signature by the Mayor.

Passed the ____ day of _____, 2023.

President of Council

ATTEST:

Clerk

APPROVED:

_____, Mayor

CHANGE ORDER

Number:

Date:

Job Number:

Project:

Contractor:

Original Contract Amount:

Change Order Processed Through Appropriate Council Committee
at Regular Committee Meeting:

☐

Change Order Processed Via Emergency Approval Process with
Council Committee Approval to Follow:

☐

This Change Order, which represents a revision to the above referenced contract documents, constitutes authority to proceed with said revisions, as described below:

Description, Nature and Justification of Changes:

Change Order for Chartley that was discussed for the Stabilization of the Road Edge \$115,000

Additional Edge Work on Norvale East and West (Similar to Chartley – more limited) \$7,750

This brought the top end to \$835,529.50

Additional Work on Carpenter to Remove and Replace Unsuitable Subgrade Material and Re-build Road
Base (top-bottom of hill south of Service Yard) - \$89,200

Site conditions, upon completing excavation for some of the full depth repairs, deteriorated quickly (road base falling apart). This required removal of the existing road base and pavement from the top of the hill south of the service yard to the service yard driveway. Once the old roadway was removed (vs completing limited full depth repairs), we had to rebuild the road with Stone and Base Asphalt. Once a new, stable, base was prepared, resurfacing commenced. The asphalt costs and material removal for work on Carpenter were elevated due to limited access, difficult working environment, and need for additional roadway base work.

I mentioned Carpenter briefly to chip after a Council meeting, but had not dug into the detailed numbers, which took a little time with Ronyak. Their initial request was higher, but they had some errors in their first payment request and items in the wrong sections. Once I got that sorted out, the actual costs could be more accurately determined.

Extra Work Completed on Sherman Road (westbound coming down the hill – to correct a hazardous condition that had developed) - \$21,000

Extra Work on Hawthorne Farms - to Address Hazardous Intersection Conditions - \$15,000

There are some other minor additions/deletions that occurred throughout the contract, but the **total of the work completed is \$963,864.12**. The major factor creating the bigger number were the base stability issues on Chartley and Carpenter.

**THIS CHANGE ORDER RESULTS IN THE FOLLOWING ADJUSTMENTS TO
THE CONTRACT PRICE AND/OR CONTRACT COMPLETION TIME:**

Original Contract Amount Prior To This Change Order: \$ 712,779.50

Net Cost Change Resulting From This Change Order: \$ 251,084.62

Revised Contract Amount Including This Change Order: \$ 963,864.12

Original Contract Completion Time: Not Affected

In/Decrease to Contract Completion
Time As A Result Of This Change Not Affected

Revised Contract Completion Time
Including This Change Order: Not Affected

The terms of this Change Order shall not affect any of the terms of the contract, except as expressly stated herein. Further, the Contractor agrees that the consideration for the Change Order as contained herein represents the full amount to which the Contractor is entitled and that no additional time, beyond that granted above, is necessary to complete the contract.

APPROVALS

ENGINEER:

BY: _____ Date: _____

OWNER:

Council Approval Date: _____

Mayor: _____ Date: _____

Law Director: _____ Date: _____

Finance Director: _____ Date: _____

CONTRACTOR:

BY: _____ Date: _____

Ronyak Paving, Inc