

Table of Contents

Council Agenda November 18 2025	2
Draft Council Minutes Oct 21 2025	4
Draft Special Council Minutes Nov 5 2025	18
Draft Special Council Minutes Nov 6 2025	20
Pay Ordinance NO 1303	22
Financial Report October 2025	33
Financial Statement October 31 2025	35
Police Department Report Oct 2025	43
Service Department Report Oct 2025	45
Fire Department Report Oct 2025	46
RESOLUTION NO 2025-46	50
ORDINANCE NO 2025-47	51
RESOLUTION NO 2025-48	53
RESOLUTION NO 2025-49	61

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

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

1. Roll call.
2. Oath of Office for Meghan Perez, Councilmember. Mayor.
3. Oath of Office for Karen L. Greco, Councilmember. Mayor.
4. Oath of Office for Patrolman Collin Lyons. Mayor.
5. Minutes of Regular Council meeting of October 21, 2025. Clerk.
6. Minutes of Special Council meeting of November 5, 2025. Clerk.
7. Minutes of Special Council meeting of November 6, 2025. Clerk.
8. Pay Ordinance # 1303 \$619,993.67. Clerk.
9. Mayor's Report. Mayor.
 - a. Aging Well Committee.
 - b. Sidewalk Project.
 - c. Tree Canopy Committee – Appoint member David Bourne.
 - d. Interurban Bridge.
10. Financial Report. Mayor.
11. Clerk's Report. Clerk.
12. Treasurer's Report. Morgan.

Investment Board's Investment Guidelines.
13. Police Department Report. Minichello.
14. Service Department Report. Biggert.
15. Fire Department Report. Majeski.
16. Committee Updates.
 - Heritage Home Program Update. Spear.
 - New Elected Officials Orientation. Turner.
 - Kish Property Update. Spear.

17. **Resolution No. 2025-46**

Siemborski.

A Resolution Requesting the County Auditor to Advance Taxes from the Proceeds of Tax Levies Pursuant to Ohio Revised Code Section 321.34.

18. **Ordinance No. 2025-47**

Siemborski.

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

19. **Resolution No. 2025-48**

Siemborski.

A Resolution Authorizing the Village of Gates Mills to Enter Into a Membership Agreement With Community Partnership on Aging for Older Adult Services.

20. **Resolution No. 2025-49**

Siemborski.

A Resolution Authorizing the Mayor to Enter Into a Professional Services Agreement with R. E. Warner & Associates, Inc. for the Interurban Pedestrian Bridge Infrastructure Assessment & Survey.

21. Council Discussion.

- a. Accessory Structures – Councilmember Steinbrink.
- b. Tree discussion – Mayor Siemborski.
- c. Deer Management – Section 518.125 (2) s. Discuss removing the Village prohibition on Conservancy property.

22. Business from the Audience.

23. 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
October 21, 2025

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

1. Roll Call starts at 2:37

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

Other Village officials present were Assistant Treasurer Spear, Clerk DeCapite, Service Director Biggert, Police Chief Minichello, Fire Chief Majeski, Finance Administrator Mulh, Village Engineer Courtney, and Law Director Hunt.

2. Mayor Siemborski administered the Oath of Office to Kameron Williams, Firefighter, at 2:55

At 6:01 Mayor Siemborski stated we are here to discuss Council business and the business of the village that's on the agenda. We are not here to discuss candidate business. Ending comments from the audience will hopefully concern village business. He asked for a level of decorum.

3. Minutes of Regular Council Meeting of September 16, 2025 starts at 8:18

Councilmember Turner moved to approve the September 16, 2025 minutes and Councilmember Broome seconded the motion.

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

Nays: None

Motion carried.

4. Conclusions of Fact and Final Decision for 640 Chagrin River Road starts at 8:56

Following the Architectural Review Board's order of demolition of the house structure at 640, homeowners filed an administrative appeal to Council. Council held several hearings on this matter and determined the structure could be saved and would be completed under certain guidelines. Law Director Hunt explained the "Conclusions of Fact and Final Decision" document provides a good record of the final decision of Council, taken from minutes and video. Going forward the Chief Building Official of the Village can enforce it, if necessary.

Councilmember Broome made a motion to approve the Conclusions of Fact and Final Decision. Councilmember Turner seconded the motion.

Councilmember Broome commented there was good input by everybody. It's a harder situation than one might have thought to remedy. It's worked out pretty well.

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

5.. Pay Ordinance # 1302 . \$1,413,498.79 starts at 11:35

Councilmember Deacon moved to approve Pay Ordinance #1302, and Councilmember Atton seconded the motion.

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

6. Mayor's Report starts at 13:02

a. Senior Services

As of the end of September, we received another 30 responses to the Senior Services Interest Survey. Town Hall Coordinator Misch will tabulate the additional data including the narrative comments that have come in. It appears the results in the mid-September preliminary report remain consistent. Wendy Albin Sattin from Community Partnership on Aging has been contacted regarding a possible contract. The Mayor is hoping to get the committee together to discuss a recommendation that could be brought to Council in November.

b. Sidewalk Project - see 1:24:27

c. Encore at Burton Court starts at 14:29

Moving into the third year of our association, the Village and Encore co-hosted a musical fundraiser at Burton Court attended by 50 invited guests two weeks ago. Between \$15,000 - \$20,000 was raised. The theme for the coming year was revealed to be "Home".

d. Heritage Home Program starts at 15:50

A program of the Cleveland Restoration Society that has been available to the Village by contract for 10-12 years provides home consultation and low interest loans with no income restrictions to owners of homes over 50 years old and up to \$750,000 in value. Councilmember Turner advised that while the program will continue, the attractive 2% interest rate will only be available for applications submitted to KeyBank by December 31, 2025. There will be a presentation by Heritage Home on November 12th at 7 p.m. at the Community House. In addition, homeowners who have participated in the program will be there to answer questions about the process. Community Coordinator Chuck Spear has agreed to assist residents needing help with the application process.

7. Financial Report attached and, on the website, starts at 19:52

Mayor Siemborski reported we continue to run at a surplus. We have received about \$250,000 this year as reimbursement for payments made last year - meaning we're \$250,000 less good than the numbers show.

Councilmember Press asked why traffic camera revenue now has caught up to budget, when most of the year it has run behind budget. The Mayor agreed - we're 2% behind - and added we now have two years of history to interpret for trends. That will happen at next week's Safety Committee meeting.

Councilmember Press then asked what the schedule is for the 2026 budget preparation process. The Mayor answered the Finance Administrator already has been pulling together the numbers from department heads. Putting approximately \$1,000,000 into the budget for the road program will be discussed tonight. We'll have the traffic camera analysis next week at the Safety Committee meeting. In about three weeks we should be able to sit down and go through the first cut budget for next year.

8. Clerk's Report - None

9. Treasurer's Report starts at 23:50

Treasurer Morgan was excused from the meeting. Assistant Treasurer Spear is here for questions. Mayor Siemborski advised an Investment Committee meeting was held this morning with Ancora and the Investment Board.

10. Police Department Report attached and starts at 24:26

Police Chief Minichello indicated Lieutenant Pollutro's retirement at the end of the year will be a big loss. He has served Gates Mills for 28 years, the last 4-5 years as Lieutenant. We are looking to replace his position with a patrolman initially.

11. Service Department Report attached and starts at 27:11

Service Director Biggert recommended, and Mayor Siemborski approved the site at the 900 block of River Road (aka Old Dump) for use by Chagrin Valley Gig to store their vehicles and equipment for the next 12 - 18 months. Dirt piled in the back of the site has been moved to the front to create a barrier. Wildflowers will be planted in the spring. Signage in both directions will alert drivers to construction vehicles turning in and out. Five sites around the village were evaluated against 4-5 criteria. Councilmember Atton asked if consideration had been given to Feller Field or the Kish property upon demolition. Yes, Feller Field is a recreational facility, and the Kish property is being readied for sale.

2025 Road Program Report starts at 30:09

Village Engineer Courtney detailed the midterm progress of our 5-6-year \$6,000,000 road program, the next steps anticipated for years 2026-2028, and the next PMG assessment in 2028 - via a PowerPoint presentation titled "Gates Mills Roadway Condition Comparison 2022 vs 2025" that can be viewed with this meeting on the Village YouTube Channel.

At 51:15 the Village Engineer stated Council permission to go out to bid for the 2026 Road Program consisting of Colvin/Glenwood/Beverly/Chelsea/Settlers Ridge Roads, county road maintenance, local road maintenance, and culvert and drainage is being sought and is expected to be a \$1,014,000 cost. Bids should be available in February or early March. At that time, Council would make the decision on the actual expenditure.

At 58:07 Chip AuWerter, Berkshire Road, offered additional comments from his perspective as a past Councilmember dedicated to establishing an assessable road program.

Motion to authorize competitive bidding for the 2026 Road Program starts at 1:02:00

Councilmember Deacon moved to authorize competitive bidding for the 2026 Road Program. Councilmember Press seconded the motion.

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

Nays: None

Motion carried.

12. Fire Department Report attached and starts at 1:02:51

Fire Chief Majeski, in response to Councilmember Atton's question about the 9/24 smell of natural gas listed on the report, stated readings made in the basement at Town Hall indicated the smell was not from natural gas and was probably from the sewage plant. Councilmember Press asked whether any of the oil and gas wells in the Village are leaking. The Fire Chief replied that every well has a well operator and they check their wells periodically. Any odor complaint is investigated by the Fire Dept - any findings are addressed with the operator. Councilmember Broome noted the number of Mayfield Village EMS calls dropped on a monthly basis, indicating the conversation with the high users went well.

At 1:05:02 Mayor Siemborski stated the summary in Council's packet titled "Purchase of a New Fire Engine 1413" is a condensation of the 101-page spec book. We're expecting this to be a 3-year process. We want to get the bid package out to five vendors now to get in the queue. The backlog of engines being requested is huge, and we're among much larger institutions seeking multiple units.

Fire Chief Majeski added that he and Assistant Fire Chief Jamieson have been part of our fire engine design process since 1994. We need an engine that will fit in the station, navigate the steep hills, and maneuver through the tight roadways and driveways. This new engine will replace the 1987 Pierce Arrow fire engine we purchased used from Pepper Pike when it was 21 years old.

The Mayor addressed the cost - this will be a 7-figure item. Once bids come back, we can start to think about how we finance this. Lease? Buy? Installments? Councilmember Onysko is willing to pay for a little engraving of his name on the side of the truck - how about anyone else in the community?

Having heard many times that the size of the fire station dictates some of the specifications, Councilmember Turner suggested altering the station rather than the fire engine if the numbers made sense. The Fire Chief agrees the size of the station is a limiting factor, but it also is a good fit with the design necessary in our community. A smaller fire engine has a much better ability for hill climbing and getting down narrow driveways. Standards have changed dramatically for fire trucks, and they've grown enormously. We don't want to just go out and buy a fire truck - we want to buy something that is safe, reliable, does the job, and is rated for the community.

Councilmember Press asked the Fire Chief to comment on his efforts to find and fix up a used engine. The Chief responded a search for a used fire engine has been made at both used fire apparatus brokers and local communities. Units meeting size requirements could not meet the horsepower necessary for hill climbing ability. Pepper Pike, Highland Heights and other communities have decided to put their used trucks in reserve, instead of rotating immediately, because fire apparatus is getting so expensive. We are stuck in a Catch 22. If we find something used, are we really going to pay \$400,000 - \$500,000 for something we may only get 15 years out of? The new pumper we are looking to buy should last the Village between 30-40 years.

Motion to authorize competitive bidding for a new fire engine starts at 1:16:17

Councilmember Deacon moved to authorize competitive bidding for a new fire engine. Councilmember Steinbrink seconded the motion.

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

Nays: None

Motion carried.

13. Committee Updates starts at 1:16:45

Broadband (Councilmember Deacon)

- CVG office hours for residents at Village Hall have not been well attended, so CVG has reduced the number of sessions to November 12, December 10, and January 14 from 4 p.m to 6 p.m. Check the Pink Sheet for changes.
- Don Fellows from CVG indicated that build plans have been provided to our engineers and January 1 is still the expected start date.

Village Engineer Courtney added the cursory plans provided show CVG's first work area. He is in the process of putting together existing conditions drawings for CVG showing all the utilities in the right-of-way, so CVG can do their final design drawings on a plan that shows all the important information. Then they've got the ability to prepare as-built drawings so we have a permanent record of where they are located within the right of way.

Councilmember Press asked if CVG should be advising the choices and cost to stimulate resident interest. Councilmember Deacon stated talk about signing up is premature since the first area being done is buildings in the village center. Councilmember Atton finds CVG will prioritize residential areas based on the demand, so they'll go to the people who want it most first.

Tree Canopy (Councilmember Atton) starts at 1:20:37

- The committee hosted two leaders of the embryonic Holden Arboretum Consulting Forestry practice at the October 14 meeting. They discussed the forestry planning capacity they have to assist us in developing a 10+ year plan for a village-wide tree canopy protection and enhancement program. The committee subsequently agreed that two or three other county recommended providers of such services should be contacted and invited to upcoming committee meetings.
- The first year of invasive control work has been completed on 75 acres (the initial 60 acres of properties owned by GMLC, the Village, and Metroparks approved by Council and funded from the land conservation levy, and the subsequent 15 acres of GMLC and Village property approved by Council). In 2026, the second year phase of invasive control on those 75 acres, plus possibly broadening the program, will be the basis for our operating budget.
- GMLC, the Garden Club, and Metroparks are each interested in continued and expanded participation in the invasives program.
- We're also pursuing federal grant possibilities for invasive control based on adding to our existing program on GMLC properties and adjacent privately owned properties.

Finance Administrator Mulh asked when the committee would have the budget figures and Councilmember Atton replied the week before the November Council meeting. Councilmember Turner suggested that is too late and we should talk with Chairperson Bass to try to get it done sooner.

Safety-Emergency Management (Mayor Siemborski) starts at 1:23:50

- Next meeting is Wednesday, October 29 at 5 p.m. in Council Chambers. We'll cover the safety priorities that we have achieved this year. We'll review the traffic enforcement program, fire station duty, and other matters. Meetings are open to the public.

15. Resolution No. 2025-36 (Third Reading) starts at 1:24:27

"A Resolution Accepting a Bid and Awarding a Contract for the Downtown Sidewalk Improvements; and Declaring an Emergency" was read by the Mayor. We will start with a discussion of the open items from the last meeting. Then the Village Engineer will discuss three plans evaluated - the revised original, the east side, and another that was suggested. Then Council questions and comments, followed by those from the audience.

Since the last Council meeting, Laurel Ravida, GMES Principal, provided, in writing, the following uses and opportunities she foresees for the sidewalk:

Access to More Books & Resources: Students can borrow a wide range of books, eBooks, audiobooks, and databases beyond what the school library offers.

Research Support: Librarians can help students learn how to research, cite sources, and use digital tools effectively.

Technology Access: Students can use computers, printers, Wi-Fi, and even tablets or makerspace equipment. Our Synergy class can collaborate and create projects with the library to extend learning.

Classroom Support: Teachers can request book bundles on specific topics to support lessons.

Curriculum Collaboration: Librarians can collaborate with teachers to plan research units, book talks, or literacy events.

Additional Support: Working with students to complete topics and help with homework and study habits.

The Principal's email continues "My 5th grade teacher specifically does a lot with ecosystems (water quality), erosion, deposition, landforms, soil composition, etc. It would be great for them to have the sidewalk to be able to utilize the area more. Also, kindergarten just went on a hike to observe animals, leaves, etc...around the area. The sidewalk would have been great for them to utilize during this". Followed by "We'll do this often. At least monthly. At least twice a year for all grades".

Councilmember Press views the GM Library as great, but they have a small inventory of books. Maybe we could have the library deliver books to the school.

Mayor Siemborski proceeded to the next open item - can we change the speed limit on Chagrin River Road and move signs around? Any signs on Chagrin River Road, a state route, are governed by the Ohio Dept of Transportation. We have no ability to change the speed limit without going to ODOT with a formal request that requires studies. The studies often take 1-2 years. What we can do is put up a few signs that say "speed limit 25 ahead" to let people know a lower speed limit is coming and they should start slowing down.

Next open item - can we change the school zone flashing lights to incorporate a non-school zone time period? No, state law is the 20 mph school zone flashing lights can only be used during schools' days and during school hours. We could not turn them on during summer camp or any other time.

Can we increase the current business zone that starts at the little creek bridge and goes to the green bridge? No, not without a request. We would be willing to request the state, as part of a solution to a slow down safety problem, expanding the business zone to start before the creek bridge - perhaps down to the nursery road/lower school parking lot. That may take 12-18 months.

Can we put speed tables on the road to slow traffic? These are not practical for us. They have to be picked up in the winter, or they'll interfere with the plows.

There was a question about flashing lights. The 20 mph school flashing lights we currently have are the only flashing lights. There is nothing additional to be added to that.

At 1:34:37 Mayor Siemborski and at 1:35:50 Village Engineer Courtney described and evaluated four sidewalk routes - 1) the original 5-foot route, 2) the revised and recommended 3-foot route, 3) the all east 3-foot route, and 4) the Old Interurban Railroad route. A "Summary on the Pedestrian Sidewalk Project between GMES and Village Center" was included in Council's packet. Drawings of the various

routes were projected for all to see and can be viewed with this meeting on the Village YouTube Channel. At 1:43:46 the Village Engineer provided a graphic and description of what the pedestrian bridge would look like.

Comments and questions from Councilmembers start at 1:44:57

Onysko - After spending a huge amount of time making a forum available for the community to discuss subjects like sidewalks, he did not get the engagement he wanted, yet the feedback he did get was positive for sidewalks. We have had a lot of time to talk about it. A lot of intelligent people have worked on this for a long time. It's time to vote and to get it done.

Broome - The original plan presented to Council was a five-foot walk with a six-foot wide bridge. The revised drawing and specifications for a three-foot walk with a four-foot-wide bridge and the drawing for the east side option came about after the first meeting. Looking at trying to minimize the impact to any landowners was Council's first question. It's not like these subsequent drawings came about in a vacuum - they were done with the idea of trying to flush out is there a different, better way to do this even if it costs a little more. What's the right answer in a situation like this? A lot of the people that are here are saying we don't need it. Perhaps. But perhaps we do. Traffic is up. There are more people. They're not paying attention. This is a difficult decision. There's been a lot of time spent on this, but it deserves the time. If there was ever a horse to beat until it couldn't walk anymore, this is the one because it's a permanent change and a hard one to undo later. We want to make sure that we get it right.

Press - There seems to be mutual agreement amongst all of us that there's two danger spots. One danger spot is Colvin Road. The only option that addresses that is the interurban one. The other danger spot seems to be traffic coming from the north driving south into the village - there's apparently a speed problem and a visibility problem. He is troubled by the base case recommendation because it requires students to cross the road twice. It's absolutely insane. He is leaning towards not supporting any sidewalk. If we are going to have one, let's put it on the right side of the road so there's no crossings of the road. And if anybody crosses to go to the Community House, they'll do it downtown where there isn't a visibility or speed problem.

Atton - He thinks it's important that we differentiate within this project how much is safety driven and how much is convenience driven. The majority of our residents knew coming here that there were no sidewalks. Sidewalks beyond the village center are very rare. We all would love for the convenience of having sidewalks throughout the village. Before we spend a lot of money on convenience for this particular stretch, let's bear in mind other sidewalk options elsewhere in the Village. He has seen no data that demonstrates traffic patterns or pedestrian patterns today. The summer camp people clearly are happy that it's safe, otherwise they wouldn't operate here. The case on a safety basis alone has not been made. If we were enforcing the speed limit, would there be a safety problem? If he is asked to vote on the west side option, he would say no emphatically.

Onysko - He couldn't disagree more. The people running the day camp would not shut down day camp because they have the inconvenience of a safety issue. They're going

to do more to make it safe. There's no way a camp shuts down because of a road nor does it come into play here.

Turner - Having discussed this important and complex issue since just August, her view has changed as more questions and answers have come up. She appreciates how the Mayor, Village Engineer, and Service Director have responded to the questions and attempted to give Council information to bring a needed conclusion at this third reading. When we get a safety study that says it's dangerous to walk down Colvin, then going forward, the school is not going to be able to have kids walk down Colvin as they put themselves at risk. So that means going down the steps to the parking lot and then either across the grass or a sidewalk with a curb to get to the village center. Discussion about the east side option seemed like a perfect solution, but it's impractical given the loss of Levering's front yard and moving seven utility poles. There was a time when there was no water in the village. It was all wells. We had a big brouhaha about that, but we've got water in the village. Everybody is on their cell phone wherever they go. It's more dangerous. There's impetus for speed with sports cars that we like to show off. The world has changed. She doesn't need more safety or risk information that says the world has changed. She does not want to leave here and tomorrow some child is hurt after we said no to this opportunity. We are at a critical point, and we've had good collaborative discussion. It's time to make a decision.

Deacon - She totally agrees with Councilmember Turner. The world has changed, and one of the primary functions of government is the safety of its community. Safety was a key priority in the Comprehensive Plan. We need to take care of people's safety. It's important and it's hard because we are impacting folks' property and some of the look and feel, but safety is more important. She would also be concerned if it were her yard, but would find comfort in doing the right thing for the kids, the school, and anybody walking along there who might be at risk. We need to do this.

Steinbrink - Asked the Village Engineer to give us an idea of the right-of-way in relation to the property lines, and where the sidewalk will be.

At 2:06:24 the Village Engineer answered the right of way lines are shown on the design drawings. The back of the sidewalk, in much of the installation, is about ten feet into the right of way. There are a couple areas where it might get as little as seven feet, but we are trying to follow the path of least resistance and minimize impact on adjoining properties. We tried to provide as much room as possible between what is people's front property line and the back of the sidewalk.

Steinbrink - He heard from a lot of residents. Being village officials, from time to time, we are forced to make hard tough decisions that may upset some people. He went through the Comprehensive Plan and looked at the comments from village residents and what they were looking for, particularly as it relates to the village center, and got some feedback there. From a safety standpoint, just because something hasn't happened doesn't mean it can't or won't. We can't sit here as a public body and discuss and not do anything when we have the chance. GMES enrollment is up. They don't have a library anymore. The fact that the District was willing to contribute a not insignificant amount of money to this project suggests support for putting this in. He understands some homeowners are going to be upset by what Council may or may not do today. He has a fire hydrant in his front yard that was not there 25 years ago. There are telephone poles on people's property. There are homes on Chartley that have huge

transformer boxes for electricity. So, we're left with pieces of the Comprehensive Plan which asked us to link certain parts of the downtown village, we're left with safety, we're left with a school that has asked us, and the library has contributed money. This decision is better than where we were three months ago because of the feedback we've gotten from residents. We were at a five-foot sidewalk and now we are at a three-foot sidewalk. The bridge was going to be bigger. We really only have one chance to get this right. It would be his preference for this to be on the east side, but to drive through from the north part of the village coming south to see huge retaining walls up against homes would mar the landscape. Based on the numbers in the summary, there is an opportunity for plantings, fencing, and some other things that will make the appearance at the north part of the Village coming south better than the current gravel drive going into the Ohio Bell building and the guardrail runoff areas.

Press - Sounds to him like we have two votes. One, sidewalk or no sidewalk. If the answer is sidewalk, then the second vote is east versus west.

Mayor Siemborski - No. There's one issue which is the recommendation here - the three-foot walk with a four-foot wide bridge. He added the plantings and fencing mentioned by Councilmember Steinbrink have been offered to the Capellas and Dr. Birnbaum to make their part of the Village look a bit prettier and all put together.

Comments from the audience start at 2:13:52

Dr. James Birnbaum, Colvin and Chagrin River Road - He is trying to preserve the character and history of our village and is concerned about the aesthetic. His historic home was built in 1914. He has worked tirelessly to restore and maintain it. He has invested hundreds of thousands of dollars to preserve the authenticity and beauty that defines Gates Mills. A concrete sidewalk would permanently damage the character and disrupt the natural landscape that makes our village special. This is more about residents who want to walk their dog and about safety during summer camp. Add a crossing guard or police presence. They have walked down Colvin for decades. It's direct, quiet, and out of the path of traffic. Forcing them onto a route with no curbs through a parking lot on a busy road is less safe. The sidewalk is a solution in search of a problem. He respectfully urges Council to preserve what makes Gates Mills unique.

Jared Capella, Chagrin River Road - He thanked those on Council who walked the corridor along his property and saw the impacts of this project up close. It harms a family home in our village streetscape without solving a real problem. He views his frontage along Chagrin River Road as an extension of the Metroparks character that defines Gates Mills. Approving this would permanently change that character without weighing how those most directly impacted feel about a project that solves no demonstrated need. A better path is simple and targeted. Don't build a new bridge and sidewalk. You can extend the speed limit on this segment of Chagrin River Road. The process may be lengthy and difficult, but ODOT does have a process to do that. Also crossing guards, automated speed enforcement, and physical police presence. He requests Council not approve this plan that removes mature trees, cuts into stable landscaping berm without a clear engineering solution, and opens a private yard to the street when focused measures will keep people safer for less cost and less impact. If Council won't vote no tonight, then he asks Council to table this until the Village Engineer brings back three items - 1) a 3D visual and sections that show the cut into

the elevated bed and any retaining or slope solution, 2) a complete stormwater prevention plan, and 3) an erosion study that addresses runoff and soil stability after that cut.

Ariel Capella, Chagrin River Road - This impacts her yard from start to finish. She promotes people to come live here, and one reason why is the great amount of privacy. This is taking away her family's entire privacy. The bridge will look directly onto the rebuilt deck over their creek. While the Old Mill residential sidewalks are all brick and look weathered, this is going to make their side look more commercial rather than the beginning of the residential stretch. Had she known of this project when purchasing the house nine years ago, she would have put in some serious consideration about buying this property. This is difficult for her family to digest because it will change how they go moving forward or resale of their house.

Betsy Dvorak, Brigham Road - When she was a kid, there were two teenage girls on Dorchester that were killed when their neighbor backed the car up in the dark. We didn't install sidewalks or lights then. She is asking to maintain the integrity of this village.

Ed Baker, Norvale Circle - He walks over 1,000 miles a year - a lot of it on Gates Mills roads. His personal experience is it's not a matter of if someone is going to get hit by a car in the Village of Gates Mills - it's only a matter of when. Build a sidewalk, they will come, they will use it. His preference would be a five-foot wide sidewalk. If we're going to have narrow sidewalks, then an aggressive hedge trimming program is needed to make sure the full three feet of sidewalk is clear. He requests Council consider putting in the sidewalk for the basis of safety.

Wayne Levering, Chagrin River Road - Once an element of safety is introduced, there is no backing away. You can't indemnify it. There's not a reasonable argument to ignore that prospect. The importance of considering that has been eloquently stated by several Councilmembers. He appreciates the concerns his neighbors have and he understands the aesthetic aspects. The best proposal put forth in his opinion is the current one. It has a minimum impact aesthetically. There's a five-foot sidewalk on the Hunt Club side of Epping that goes from behind the Southwick House up to about Beverly. It's covered. It's sandstone. We've had sidewalks in Gates Mills for a while. In the long run, he believes his neighbors feelings may be massaged away a bit. He has every confidence in, respect for, and trust in all the people involved in considering and developing this design.

Councilmember Deacon asked if we could do brick, and the Mayor replied we would be willing to take a look at brick. We're not going to commit to it not knowing what the cost or complication would be.

Councilmember Onysko moved to approve Resolution No. 2025-36 and Councilmember Turner seconded the motion.

Councilmember Atton asked why we are declaring an emergency. The Law Director explained it means that this resolution would go into effect immediately rather than waiting 30 days. The Village Engineer added the delivery time on the bridge is 6-8 months. We have a bid that is going to get stale. If we don't get started soon, we're going to have to rebid the project.

Ayes: Broome, Deacon, Onysko, Steinbrink, Turner.
Nays: Atton, Press.
Motion carried.

14. **Resolution No. 2025-35 (Third Reading)** starts at 2:41:23

“A Resolution Authorizing the Mayor to Enter Into a Purchase Agreement with Contech Engineered Solutions LLC for a Prefabricated Pedestrian Bridge System and Declaring an Emergency” was read by Mayor Siemborski.

Councilmember Onysko moved to approve Resolution No. 2025-35 and Councilmember Steinbrink seconded the motion.

Ayes: Broome, Deacon, Onysko, Steinbrink, Turner.
Nays: Atton, Press.
Motion carried.

Mayor Siemborski stated we can go on record that we will work with the two affected neighbors to make sure we are as responsible as possible with the aesthetics for their properties.

16. **Ordinance No. 2025-42 (Second Reading)** starts at 2:42:53

“An Ordinance to Amend the Annual Appropriation Ordinance No. 2024-52 to Increase Certain Appropriations and Other Expenditures of the Village of Gates Mills, Ohio for the Fiscal Year Ending December 31, 2025” was read by Mayor Siemborski. We have had approximately \$25,000 of services not budgeted for this year, and that requires us to increase our appropriation and Council approval. We have spent an additional \$2,800 on the study of the village buildings by JP Compass, \$5,000 on the Brigham/Chagrin River Roads sound study, and \$11,598 additional dollars approved by Council to the Taft Stettinius firm regarding the broadband contract. Also, an annual report and broadband postcards. We’ve also factored in \$27,000 estimated to finish out the year - primarily for the structural study of the pedestrian bridge. The previously engaged firm being non-responsive, we have a new proposal from R.E. Warner not yet presented to Council until a private funding request is responded to.

The \$1,000 Fire Dept benefits appropriation increase is due to the actual wages being different than the estimate for OPERS contributions. The Land Conservancy is due an additional amount for their portion of the real estate rollback from the state.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Ordinance No. 2025-42 be placed on its final passage. Councilmember Deacon seconded the motion to suspend the rules.

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

Councilmember Broome moved to approve Resolution No. 2025-42 and Councilmember Deacon seconded the motion.

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

17. Council Discussion starts at 2:48:17

The Mayor asked Council if they wished to discuss the memo circulated last night by the Law Director addressing House Bill 96 and percentages of 10% or 35%. Hearing no response, this is something to be carried forward to the November meeting.

18. Business from the Audience starts at 2:49:00

Resident Tom Flynn, Brigham Road, is concerned about a letter sent out recently by current and former village officials enumerating issues associated with Mr. Atton to encourage people not to vote for him. Subsequently Mr. Atton sent a letter refuting most of the issues. The resident urges Council to disallow or discourage that kind of tactic.

Councilmember Turner stated for the record there was a response to Mr. Atton with documentation to support the original flyer that went out to the residents. He will receive that response today. He has not yet received it.

Mayor Siemborski stated this is not village business. Neither village expenses nor village employees had anything to do with any letters or rebuttals.

Law Director Hunt stated everyone at this table has a first amendment right in their personal capacity to say whatever they want as long as they don't accuse someone of a crime or cry fire in a crowded room. That's politics, and that's outside of the village government business. This discussion should be held otherwise.

Councilmember Atton stated his candidacy is irrelevant. What this has done is to damage the credibility of government in this village past and present. It has told some people don't come into this game of being on Council, because you're going to have to expose yourself to this kind of nonsense. Councilmember Onysko repeated this is not the venue.

19. Adjourn

Councilmember Deacon moved that the council meeting be adjourned, and Councilmember Steinbrink seconded the motion.

Ayes: Broome, Deacon, Onysko, Steinbrink, Turner.
Nays: Atton, Press.
Motion carried.

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Steven L. Siemborski, Mayor

Village of Gates Mills
MINUTES OF A SPECIAL MEETING OF COUNCIL
Purpose: Discussion regarding filling vacant council seats.
November 5, 2025

A special meeting of the Council of the Village of Gates Mills, Ohio was held at the Village Hall on November 5, 2025, at 4:30 p.m. with Mayor Siemborski presiding.

Councilmembers present: Broome, Deacon, Onysko, Steinbrink, Turner.

Other Village officials present were Law Director Hunt and Finance Administrator Mulh.

Mayor Siemborski called the meeting to order. Notice of the special meeting was posted within the 24-hour period required. There are two vacant council seats. Mr. Press resigned on Friday, October 31, 2025. Mr. Atton resigned today. The Village Charter states that a vacancy is to be filled by Council within 30 days or by the Mayor's appointment after that time period.

Councilmember Broome stated with just having the election yesterday and knowing the four candidates that were elected, we could use the results to appoint two candidates to fill the vacancies. He congratulated Councilmember Steinbrink on his reelection. Meghan Perez and Karen Greco received more votes than David Young.

Law Director Hunt stated Council could appoint them by motion today; however the public notice for the meeting did not have taking action listed, only discussion. So, legislation would be better. After discussion, members decided to have a special meeting tomorrow, November 6, 2025 at 4:45 p.m. to take action to fill the vacant council seats. Law Director Hunt will draft legislation for the appointments of Meghan Perez and Karen Greco to fill the vacancies.

Mayor Siemborski added that he had spoken with the candidates and they are willing to fill the vacancies. Councilmember Turner noted she will set up new councilmember orientation prior to Council's November regular meeting.

Councilmember Turner moved to adjourn the meeting. Councilmember Deacon seconded the motion.

Ayes: Broome, Deacon, Onysko, Steinbrink, Turner.

Nays: None.

Motion carried. Meeting adjourned.

Respectfully submitted,

Janet M. Mulh, Acting Clerk

Approved:

Steven L. Siemborski, Mayor

Village of Gates Mills
MINUTES OF A SPECIAL MEETING OF COUNCIL
November 6, 2025

A special meeting of the Council of the Village of Gates Mills, Ohio was held at the Village Town Hall Council Chambers on Thursday, November 6, 2025, at 4:50 p.m. with Mayor Siemborski presiding. The meeting was live-streamed to the internet.

1. Roll call starts at :20

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

Other Village officials present were Clerk DeCapite and Finance Administrator Mulh.

Mayor Siemborski stated a meeting was held yesterday to discuss the procedures we would use going forward to fill the vacancies created by the resignations of two of our Councilmembers. Following that we decided we would meet today for the purpose of this meeting, which is to take action on the appointment of those two vacancies.

2. **Resolution No. 2025-44** starts at :56

“A Resolution Authorizing the Appointment of Meghan Perez to Fill a Vacancy in the Office of Village Council Member and Declaring an Emergency” was read by Councilmember Turner.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2025-44 be placed on its final passage. Councilmember Deacon seconded the motion to suspend the rules.

Ayes: Broome, Deacon, Onysko, Steinbrink, Turner.

Nays: None

Motion carried.

Councilmember Turner moved to approve Resolution No. 2025-44 and Councilmember Broome seconded the motion.

Ayes: Broome, Deacon, Onysko, Steinbrink, Turner.

Nays: None

Motion carried.

3. **Resolution No. 2025-45** starts at 2:00

“A Resolution Authorizing the Appointment of Karen L. Greco to Fill a Vacancy in the Office of Village Council Member and Declaring an Emergency” 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. 2025-45 be placed on its final passage. Councilmember Broome seconded the motion to suspend the rules.

Ayes: Broome, Deacon, Onysko, Steinbrink, Turner.

Nays: None

Motion carried.

Councilmember Turner moved to approve Resolution No. 2025-45 and Councilmember Steinbrink seconded the motion.

Ayes: Broome, Deacon, Onysko, Steinbrink, Turner.

Nays: None

Motion carried.

4. Adjourn

There being no further business, it was moved by Councilmember Broome, seconded by Councilmember Steinbrink, and unanimously carried, that the special council meeting be adjourned at 4:53 p.m.

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Steven L. Siemborski, Mayor

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

11/12/2025 9:26:20 AM

UAN v2025.2

Payment Listing

October 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
338-2025	06/10/2025	06/10/2025	CH	ENBRIDGE GAS OHIO	\$304.00 *	C
	Purpose:	MILLS BLDG				
338-2025	10/21/2025	10/22/2025	NEG ADJ	ENBRIDGE GAS OHIO	-\$304.00	C
	Purpose:	REIMB BY SARA'S				
378-2025	07/07/2025	07/07/2025	CH	CLEVELAND ILLUMINATING CO.	\$472.77 *	C
	Purpose:	MILLS BLDG				
378-2025	08/25/2025	08/25/2025	NEG ADJ	CLEVELAND ILLUMINATING CO.	-\$36.76 *	C
	Purpose:	REIMB BY SARA'S				
378-2025	10/21/2025	10/22/2025	NEG ADJ	CLEVELAND ILLUMINATING CO.	-\$169.20	C
	Purpose:	REIMB BY SARA'S				
477-2025	08/28/2025	08/29/2025	CH	DIVISION OF WATER	\$14.19 *	C
	Purpose:	WASH HOUSE				
477-2025	10/29/2025	10/29/2025	NEG ADJ	DIVISION OF WATER	-\$14.19	C
	Purpose:	REIMB BY WASH HOUSE				
539-2025	09/30/2025	10/01/2025	CH	DIVISION OF WATER	\$14.19 *	C
	Purpose:	WASH HOUSE				
539-2025	10/29/2025	10/29/2025	NEG ADJ	DIVISION OF WATER	-\$14.19	C
	Purpose:	REIMB BY WASH HOUSE				
542-2025	09/30/2025	10/01/2025	CH	DIVISION OF WATER	\$55.37 *	C
	Purpose:	GLENWOOD - VILLAGE HOUSE				
542-2025	10/02/2025	10/06/2025	NEG ADJ	DIVISION OF WATER	-\$55.37	C
	Purpose:	REIMB BY MINICHELLO				
549-2025	10/01/2025	10/06/2025	CH	PRIME PAY	\$15,066.28	C
550-2025	10/02/2025	10/06/2025	CH	DIVISION OF WATER	\$389.20	C
	Purpose:	MILLS BLDG				
551-2025	10/03/2025	10/06/2025	CH	THE HARTFORD	\$208.14	C
	Purpose:	LIFE INSURANCE PREM				
552-2025	10/03/2025	10/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$531.58	C
	Purpose:	WASTEWATER PLANT				
553-2025	10/03/2025	10/06/2025	CH	CHASE BANK	\$2.50	C
	Purpose:	ACH SERVICE CHARGE				
554-2025	10/06/2025	10/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$446.20	C
	Purpose:	TRAFFIC LIGHT				

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

11/12/2025 9:26:20 AM

Payment Listing

UAN v2025.2

October 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
555-2025	10/06/2025	10/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$121.69	C
	Purpose:	SERVICE GARAGE				
556-2025	10/06/2025	10/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$455.01	C
	Purpose:	STREET LIGHTS				
557-2025	10/06/2025	10/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$130.13	C
	Purpose:	BURTON COURT				
558-2025	10/06/2025	10/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$91.07	C
	Purpose:	CHAGRIN RIVER BRIDGE				
559-2025	10/06/2025	10/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$96.42	C
	Purpose:	FOX HILL & MAYFIELD				
560-2025	10/06/2025	10/06/2025	CH	CLEVELAND ILLUMINATING CO.	\$551.56	C
	Purpose:	MILLS BLDG				
560-2025	10/21/2025	10/22/2025	NEG ADJ	CLEVELAND ILLUMINATING CO.	-\$551.56	C
	Purpose:	REIMB BY SARA'S				
561-2025	10/06/2025	10/06/2025	CH	EQUIVEST	\$2,507.00	C
	Purpose:	DEFERRED COMP				
562-2025	10/06/2025	10/06/2025	CH	OHIO DEFERRED COMP	\$1,270.00	C
	Purpose:	ROTH				
563-2025	10/06/2025	10/06/2025	CH	OHIO DEFERRED COMP	\$7,702.30	C
564-2025	10/06/2025	10/06/2025	CH	MAYFIELD VILLAGE	\$25,327.81	C
	Purpose:	GL AND LF EMS COLLECTIONS				
565-2025	10/06/2025	10/06/2025	CH	CHARTER COMMUNICATIONS	\$62.18	C
	Purpose:	CABLE				
566-2025	10/06/2025	10/06/2025	CH	OHIO POLICE & FIRE PENSION	\$31,924.27	C
	Purpose:	PENSION CONTRIBUTIONS FOR SEPT WAGES				
567-2025	10/06/2025	10/06/2025	CH	OPERS PUBLIC EMPLOYEES	\$21,389.46	C
568-2025	10/07/2025	10/07/2025	CH	CINTAS CORPORATION #259	\$1,397.20	C
	Purpose:	UNIFORMS				
569-2025	10/07/2025	10/07/2025	CH	VERIZON WIRELESS	\$672.62	C
	Purpose:	FD, PD, SERVICE				
570-2025	10/08/2025	10/13/2025	CH	ENBRIDGE GAS OHIO	\$224.00	C
	Purpose:	TOWN HALL				

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

11/12/2025 9:26:20 AM

Payment Listing

UAN v2025.2

October 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
571-2025	10/08/2025	10/13/2025	CH	ENBRIDGE GAS OHIO	\$272.00	C
	Purpose:	MILLS BLDG				
571-2025	10/21/2025	10/22/2025	NEG ADJ	ENBRIDGE GAS OHIO	-\$272.00	C
	Purpose:	REIMB BY SARA'S				
572-2025	10/08/2025	10/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$94.28	C
	Purpose:	CARPENTER RD				
573-2025	10/08/2025	10/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$98.16	C
	Purpose:	MAYFIELD & CARPENTER				
574-2025	10/09/2025	10/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$37.11	C
	Purpose:	TRAFFIC LIGHT				
575-2025	10/10/2025	10/13/2025	CH	CLEVELAND ILLUMINATING CO.	\$480.09	C
	Purpose:	COMMUNITY HOUSE				
576-2025	10/13/2025	10/13/2025	CH	PRIME PAY	\$77,228.28	C
577-2025	10/15/2025	10/15/2025	CH	EQUIVEST	\$2,507.00	C
	Purpose:	DEFERRED COMP				
578-2025	10/15/2025	10/15/2025	CH	OHIO DEFERRED COMP	\$7,695.72	C
	Purpose:	DEFERRED COMP				
579-2025	10/15/2025	10/15/2025	CH	OHIO DEFERRED COMP	\$1,270.00	C
	Purpose:	ROTH CONTRIBUTIONS				
580-2025	10/15/2025	10/15/2025	CH	CLEVELAND ILLUMINATING CO.	\$91.16	C
	Purpose:	OLD MILL XMAS				
581-2025	10/15/2025	10/15/2025	CH	CLEVELAND ILLUMINATING CO.	\$91.36	C
	Purpose:	OBT BLDG				
582-2025	10/15/2025	10/15/2025	CH	CLEVELAND ILLUMINATING CO.	\$1,107.42	C
	Purpose:	TOWN HALL				
583-2025	10/15/2025	10/15/2025	CH	ENBRIDGE GAS OHIO	\$81.74	C
	Purpose:	COMMUNITY HOUSE				
584-2025	10/16/2025	10/16/2025	CH	HOME DEPOT CRC	\$690.25	C
	Purpose:	4 TOOL COMBO, BLADE SET, ELECTRICAL FIRE GARAGE, SAFETY GLASSES, HYDRANT MAINT SUPP				
585-2025	10/20/2025	10/20/2025	CH	CLEVELAND ILLUMINATING CO.	\$591.19	C
	Purpose:	TOWN HALL				
586-2025	10/21/2025	10/22/2025	CH	DIVISION OF WATER	\$69.41	C
	Purpose:	FIRELINE MILLS				

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

11/12/2025 9:26:20 AM

Payment Listing

UAN v2025.2

October 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
587-2025	10/21/2025	10/22/2025	CH	CIGNA HEALTHCARE	\$43,019.76	C
	Purpose:	HEALTH, DENTAL, VISION PREMIUM				
588-2025	10/23/2025	10/23/2025	CH	LYNDHURST MUNI COURT	\$26,980.00	C
	Purpose:	SEPTEMBER CASES				
589-2025	10/23/2025	10/23/2025	CH	SAM'S CLUB	\$237.21	C
	Purpose:	TRASH BAGS, TOWELS, TISSUE, CLNR				
590-2025	10/24/2025	10/28/2025	CH	FP MAILING SOLUTIONS	\$250.00	C
	Purpose:	POSTAGE UPLOAD				
591-2025	10/24/2025	10/28/2025	CH	FIRST COMMUNICATIONS, LLC	\$2,156.38	C
	Purpose:	INTERNET/PHONES				
592-2025	10/28/2025	10/28/2025	CH	PRIME PAY	\$77,155.95	C
593-2025	10/28/2025	10/28/2025	CH	DIVISION OF WATER	\$9.85	C
	Purpose:	OBT BLDG				
594-2025	10/28/2025	10/28/2025	CH	DIVISION OF WATER	\$9.85	C
	Purpose:	WASTEWATER PLANT				
595-2025	10/28/2025	10/28/2025	CH	DIVISION OF WATER	\$9.85	C
	Purpose:	BRIDGE 596 CRR				
596-2025	10/28/2025	10/28/2025	CH	DIVISION OF WATER	\$9.85	C
	Purpose:	1481 CRR - PARK				
597-2025	10/28/2025	10/28/2025	CH	DIVISION OF WATER	\$14.19	C
	Purpose:	WASH HOUSE				
597-2025	10/29/2025	10/29/2025	NEG ADJ	DIVISION OF WATER	-\$14.19	C
	Purpose:	REIMB BY WASH HOUSE				
598-2025	10/28/2025	10/28/2025	CH	DIVISION OF WATER	\$48.00	C
	Purpose:	GLENWOOD				
598-2025	10/29/2025	10/29/2025	NEG ADJ	DIVISION OF WATER	-\$48.00	C
	Purpose:	REIMBURSED BY G MINICHELLO				
599-2025	10/28/2025	10/28/2025	CH	DIVISION OF WATER	\$153.33	C
	Purpose:	TOWN HALL				
600-2025	10/29/2025	10/29/2025	CH	EQUIVEST	\$2,507.00	C
	Purpose:	DEFERRED COMP				
601-2025	10/29/2025	10/29/2025	CH	OHIO DEFERRED COMP	\$1,270.00	C

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

11/12/2025 9:26:20 AM

Payment Listing

UAN v2025.2

October 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
Purpose:		ROTH CONT.				
602-2025	10/29/2025	10/29/2025	CH	OHIO DEFERRED COMP	\$7,702.30	C
603-2025	10/29/2025	10/29/2025	CH	DIVISION OF WATER	\$9.85	C
Purpose:		1471 CRR - PARK				
604-2025	10/29/2025	10/29/2025	CH	DIVISION OF WATER	\$9.85	C
Purpose:		SOUTH BRIDGE FLOWER BOXES				
605-2025	10/29/2025	10/29/2025	CH	DIVISION OF WATER	\$18.52	C
Purpose:		POST OFFICE				
606-2025	10/29/2025	10/29/2025	CH	DIVISION OF WATER	\$19.35	C
Purpose:		SERVICE GARAGE				
607-2025	10/29/2025	10/29/2025	CH	CHASE CARD SERVICE	\$3,810.08	C
Purpose:		SCHOOL PROG PIZZA, MONITORS, PRE EMP CHECK, UNIFORMS, AED SUPPLIES, UNDERCOATING, HALLOWEEN, ISA DUES, TRAINING PATA, SUPPLIES				
608-2025	10/22/2025	11/04/2025	CH	ANCORA ADVISORS	\$5,507.75	C
Purpose:		QUARTERLY INV ADVISOR FEE				
609-2025	10/31/2025	11/05/2025	CH	STATE TREASURER OF OHIO	\$675.00	C
Purpose:		SEPT VB FEES				
610-2025	10/31/2025	11/05/2025	CH	REDSS	\$90.00	C
611-2025	10/31/2025	11/05/2025	CH	LYNDHURST MUNI COURT	\$27.00	C
612-2025	10/31/2025	11/05/2025	CH	LYNDHURST MUNI COURT	\$385.00	C
8713	09/04/2025	09/04/2025	AW	LAKE ERIE CONSTRUCTION CO.	\$69,552.00 *	C
Purpose:		2025 GUARDRAIL PROGRAM				
8713	10/24/2025	10/28/2025	NEG ADJ	LAKE ERIE CONSTRUCTION CO.	-\$8,005.00	C
Purpose:		REIMBURSEMENT FROM PROGRESSIVE FOR BRIGHAM AT CRR WOODEN GUARDRAIL REPLACEMENT				
8767	09/25/2025	09/25/2025	AW	RUGG'S PEST MANAGEMENT	\$208.00 *	C
Purpose:		QUARTERLY SERVICE				
8767	10/21/2025	10/22/2025	NEG ADJ	RUGG'S PEST MANAGEMENT	-\$208.00	C
Purpose:		REIMB BY SARA'S				
8774	10/06/2025	10/06/2025	AW	MAYFIELD VILLAGE	\$124,395.20	C
Purpose:		EMS RUNS 3RD QTR 2025				
8775	10/06/2025	10/06/2025	AW	ASCENDANCE TRUCKS	\$92.80	C
Purpose:		OIL FILTER KIT				
8776	10/06/2025	10/06/2025	AW	JOHN PATA	\$234.70	C

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

11/12/2025 9:26:20 AM

Payment Listing

UAN v2025.2

October 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
	Purpose:	MILEAGE & MEAL REIMB - TRAINING				
8777	10/06/2025	10/06/2025	AW	GENUINE PARTS COMPANY	\$631.14	C
	Purpose:	BATTERY, SENSOR, FILTER, RELAY, OIL				
8778	10/06/2025	10/06/2025	AW	ATWELL'S POLICE & FIRE EQMT	\$1,412.55	C
	Purpose:	BELLISSIMO BPV				
8779	10/06/2025	10/06/2025	AW	CHAGRIN VALLEY DISPATCH	\$11,419.30	C
	Purpose:	DISPATCH SERVICES				
8780	10/06/2025	10/06/2025	AW	CHAGRIN VALLEY NURSERIES, INC.	\$31.00	C
	Purpose:	TOP SOIL				
8781	10/06/2025	10/06/2025	AW	MICHAEL E. CICERO	\$1,250.00	C
	Purpose:	RETAINER				
8782	10/06/2025	10/06/2025	AW	CINTAS CORPORATION #259	\$149.95	C
	Purpose:	FIRST AID SUPPLIES				
8783	10/06/2025	10/06/2025	AW	CLARKTEL/TELECOMMUNICATIONS, INC	\$153.75	C
	Purpose:	SITE SURVEY - CONVERT POTS LINE				
8784	10/06/2025	10/06/2025	AW	CLEVELAND PLUMBING SUPPLY CO.	\$478.25	C
	Purpose:	CUSTODIAL SINK/FAUCET TOWN HALL				
8785	10/06/2025	10/06/2025	AW	CUYAHOGA CO BOARD OF HEALTH	\$500.00	C
	Purpose:	2025 NPDES PHASE II STORMWATER				
8786	10/06/2025	10/06/2025	AW	CUYAHOGA LANDMARK	\$383.91	C
	Purpose:	5W/30 OIL				
8787	10/06/2025	10/06/2025	AW	KOLSOM TIRES	\$618.32	C
	Purpose:	4 TIRES, MOUNT & BALANCE				
8788	10/06/2025	10/06/2025	AW	LAKE ERIE CONSTRUCTION CO.	\$5,665.00	C
	Purpose:	GUARDRAIL				
8789	10/06/2025	10/06/2025	AW	NICK MAYER'S MARSHALL FORD	\$871.67	C
	Purpose:	CAR 3 BRAKES				
8790	10/06/2025	10/06/2025	AW	RUGG'S PEST MANAGEMENT	\$370.00	C
	Purpose:	POWER SPRAY SERVICE				
8790	10/21/2025	10/22/2025	NEG ADJ	RUGG'S PEST MANAGEMENT	-\$370.00	C
	Purpose:	REIMB BY SARA'S				
8791	10/06/2025	10/06/2025	AW	SHUTTLE'S UNIFORM INC.	\$209.00	C
	Purpose:	POLLUTRO AND HUSTOSKY UNIFORM				

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

11/12/2025 9:26:20 AM

Payment Listing

UAN v2025.2

October 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8792	10/06/2025	10/06/2025	AW	SITEONE LANDSCAPE SUPPLY	\$63.05	C
	Purpose:	LESCO SPRAYER				
8793	10/06/2025	10/06/2025	AW	STOW MUNICIPAL COURT	\$328.99	C
	Purpose:	GARNISHMENT				
8794	10/06/2025	10/06/2025	AW	TECHSPERT DATA SERVICES LLC	\$2,926.15	C
	Purpose:	TOTAL CARE				
8795	10/06/2025	10/06/2025	AW	TREAS OF STATE (FUND 83F)	\$750.00	C
	Purpose:	LEADS INTERFACE				
8796	10/06/2025	10/06/2025	AW	TRIAD TECHNOLOGIES, LLC	\$119.59	C
	Purpose:	DRAIN COCK				
8797	10/06/2025	10/06/2025	AW	TURNEY HOME & AUTO	\$85.20	C
	Purpose:	HYDRANT VALVE ADAPTER, NOZZLE, KEY, SPRAY PAINT, MISC				
8798	10/06/2025	10/06/2025	AW	X PRESS PRINTING SERVICES, INC	\$398.00	C
8799	10/20/2025	10/20/2025	AW	AKE ENVIRONMENTAL, INC.	\$2,437.70	C
	Purpose:	ROUTINE PLANT MAINT, ANALYSIS, REPORTING				
8800	10/20/2025	10/20/2025	AW	AMERICAN LEGAL PUBLISHING	\$8,744.90	O
	Purpose:	CODIFIED ORDINANCE UPDATES/UPDATE INTERNET				
8801	10/20/2025	10/20/2025	AW	AMERICAN SECURITY & AV SYSTEMS	\$1,585.00	C
	Purpose:	FIRE INSPECTIONS/ALARM TESTING				
8802	10/20/2025	10/20/2025	AW	ASCENDANCE TRUCKS	\$1,780.95	O
	Purpose:	FUEL MODULE, FILTER HYD OIL, CERAMIC WHEEL KITS, BRAKE DRUMS, GASKET, SEAL				
8803	10/20/2025	10/20/2025	AW	ATWELL'S POLICE & FIRE EQMT	\$503.48	C
	Purpose:	BOOTS AND UNIFORM - NEWSOME				
8804	10/20/2025	10/20/2025	AW	CCM RENTAL	\$1,702.17	C
	Purpose:	HYD FITTINGS, AERATOR, BULLDOZER				
8805	10/20/2025	10/20/2025	AW	CHAGRIN VALLEY DISPATCH	\$581.64	C
	Purpose:	REPLACEMENT PORTABLE BATTERIES				
8806	10/20/2025	10/20/2025	AW	CHAGRIN VALLEY NURSERIES, INC.	\$31.00	C
	Purpose:	TOP SOIL				
8807	10/20/2025	10/20/2025	AW	MITCHELL COLE	\$100.05	C
	Purpose:	MILEAGE REIMB - TRNG				
8808	10/20/2025	10/20/2025	AW	COMDOC, INC.	\$38.17	C

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

11/12/2025 9:26:20 AM

Payment Listing

UAN v2025.2

October 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
	Purpose:	MONTHLY CONTRACT FOR XEROX				
8809	10/20/2025	10/20/2025	AW	THOMAS J COOK	\$550.00	O
	Purpose:	SEPTEMBER INSPECTIONS				
8810	10/20/2025	10/20/2025	AW	COSTCO	\$195.00	C
	Purpose:	MEMBERSHIP RENEWAL				
8811	10/20/2025	10/20/2025	AW	CUYAHOGA CO BOARD OF HEALTH	\$175.00	C
	Purpose:	SEWAGE SYSTEM ABANDONMENT 7959 BATTLES RD				
8812	10/20/2025	10/20/2025	AW	C.W. COURTNEY COMPANY	\$214.00	C
	Purpose:	TREE CANOPY INVASIVE CONTROL PILOT PROGRAM				
8813	10/20/2025	10/20/2025	AW	DE MILTA SAND & GRAVEL, INC.	\$140.00	C
	Purpose:	TOP SOIL				
8814	10/20/2025	10/20/2025	AW	DISTILLATA COMPANY	\$120.20	C
	Purpose:	WATER COOLERS				
8815	10/20/2025	10/20/2025	AW	DUSTBUSTER	\$575.00	O
	Purpose:	CLEANING - TOWN HALL				
8816	10/20/2025	10/20/2025	AW	ENGLEBROOK CONSTRUCTION INC.	\$3,345.00	C
	Purpose:	MILLS BLDG. ENTRY DOOR				
8817	10/20/2025	10/20/2025	AW	MICHAEL FEIG	\$25.00	C
	Purpose:	REIMBURSEMENT TRNG/MTG				
8818	10/20/2025	10/20/2025	AW	FIRST CALL	\$246.69	C
	Purpose:	FUEL FLTR, OIL FLTR, OIL DISPENSE, H2O SEP VLV, DRAIN SEALS, BRAKE CLNR				
8819	10/20/2025	10/20/2025	AW	IRON MAN SUPPLY LLC	\$104.71	C
	Purpose:	GREY BACKER ROD, SEALANT, CAULKING GUN				
8820	10/20/2025	10/20/2025	AW	LAW ENFORCEMENT FOUNDATION	\$2,725.00	C
	Purpose:	D HUSTOSKY PELC CLAS 93				
8821	10/20/2025	10/20/2025	AW	TOM MAJESKI	\$75.00	O
	Purpose:	TSHIRT REIMBURSEMENT				
8822	10/20/2025	10/20/2025	AW	MAYFIELD VILLAGE	\$2,764.17	C
	Purpose:	AMBULANCE CONTRIBUTION				
8823	10/20/2025	10/20/2025	AW	NICOLA, GUDBRANSON & COOPER	\$6,457.50	C
	Purpose:	AUG & SEPT PROSECUTOR SERVICES				
8824	10/20/2025	10/20/2025	AW	ROETZEL & ANDRESS	\$9,640.00	C

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

11/12/2025 9:26:20 AM

Payment Listing

UAN v2025.2

October 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
	Purpose:	RETAINER AUG, GAVIS AND HUNT CLUB WORK				
8825	10/20/2025	10/20/2025	AW	RUMPKE	\$88.82	C
	Purpose:	TRASH REMOVAL				
8826	10/20/2025	10/20/2025	AW	SARA'S PLACE	\$1,802.65	C
	Purpose:	ENCORE EVENT				
8827	10/20/2025	10/20/2025	AW	SIGNAL SERVICE COMPANY	\$892.05	C
	Purpose:	SCHOOL SIGNAL REPAIR/WORK				
8828	10/20/2025	10/20/2025	AW	SITEONE LANDSCAPE SUPPLY	\$95.75	C
	Purpose:	FERTILIZER/SEED				
8829	10/20/2025	10/20/2025	AW	SOUTHEASTERN EQUIPMENT CO INC	\$237.50	C
	Purpose:	HYDRAULIC OIL				
8830	10/20/2025	10/20/2025	AW	STOW MUNICIPAL COURT	\$328.99	C
	Purpose:	GARNISHMENT				
8831	10/20/2025	10/20/2025	AW	TECHSPERT DATA SERVICES LLC	\$122.00	C
	Purpose:	WINDOWS 10 EXTENDED SEURITY UPDATE				
8832	10/20/2025	10/20/2025	AW	TREASURER, STATE OF OHIO	\$150.00	C
	Purpose:	VOL FF DEPENDENT FUND				
8833	10/20/2025	10/20/2025	AW	SENSYS GATSO USA, INC.	\$40,793.00	C
	Purpose:	SEPTEMBER 2025				
8834	10/23/2025	10/23/2025	AW	TERRY SULLIVAN	\$395.00	C
	Purpose:	HALLOWEEN PARTY ENTERTAINMENT				
8835	10/23/2025	10/23/2025	AW	DYLAN HUSTOSKY	\$500.00	C
	Purpose:	REIMBURSE DEDUCTIBLE FOR BRANCH FALLING ON VEHICLE AT TOWN HALL				
8836	10/28/2025	10/28/2025	AW	C.W. COURTNEY COMPANY	\$11,161.05	C
	Purpose:	BROADBAND				
Total Payments:					\$619,993.67	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$619,993.67	

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

Payment Listing

October 2025

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

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

ORDINANCE NO. 1303

ORDINANCE FOR PAYMENT OF BILLS

PASSED NOVEMBER 18, 2025

TOTAL \$619,993.67

Clerk

Mayor

CLERK'S CERTIFICATE

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

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

Clerk

VILLAGE OF GATES MILLS

FINANCIAL REPORT FOR THE MONTH ENDING OCTOBER 31, 2025

MONTHLY RESULTS AND FINANCIAL POSITION

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

GENERAL FUND

Revenue for the month was \$596,445 and \$7,192,841 year-to-date. Real estate tax receipts are higher than received in 2024 by \$106,999. Year-to-date municipal income taxes are \$104,452 lower than this time last year. Receipts from real estate taxes and municipal income taxes are based on collections by Cuyahoga County and RITA. The Village is dependent on the timing of those agencies' billing and collection activities and on the timing of taxpayer remittances.

The traffic camera enforcement program gross receipts in October were \$139,973. Year-to-date receipts are ahead of 2024's number by \$35,028. Vehicles are passing through the Village at lower and safer speeds, thereby achieving the primary objective of road safety. Expenses for the program are to Lyndhurst Municipal Court and Sensys Gatso, which appear in the Police Department expenditure area of the General Fund. Expenses in October totaled \$67,773 for a net collection of \$72,200 for the month. Net collections year-to-date are \$638,557.

Other sources of revenue, excluding the traffic camera program, were \$163,981 in October. Year-to-date the Village has received \$1,203,550 compared to \$952,450 in 2024's other sources of revenue. The Mills Building rental income is higher this year due to a tenant paying rent for the year in January. The Village received \$63,212, in February, from the State of Ohio's Emergency Management Agency for the reimbursement of costs associated with the tornadic storm the Village endured in August of 2024. We also received reimbursement from Northeastern Ohio Regional Sewer District for Phase 2 Stormwater Mapping, Storm Sewer work at Mayfield and Chagrin River Road and Chagrin River Watershed Partners dues in the amount of \$42,098 in March. In April, the City of Cleveland Water Department remitted \$20,000 for the emergency repair work done on Old Mill Road in 2024. In May, the Village received \$100,000 from Cuyahoga County for the emergency repairs on Old Mill Road. In August, the Village received \$36,387 from Cuyahoga County for the 2024 preventative road maintenance reimbursement program. In October, we received the 2025 preventative road maintenance reimbursement of \$65,289 from the county. These amounts are included under Miscellaneous in Other Sources of Revenue.

Expenditures were \$591,682 for October. Year-to-date, excluding transfers from the General Fund, expenses were \$5,386,904 compared to 2024 year-to-date expenses of \$5,112,232. The Village transferred \$1,241,500 to the Capital Improvement, Wastewater, and Police Pension Funds in January. Village expenses are budgeted and controlled by its four departments (Administration, Police, Fire and Service).

The Administration Department incurred expenses of \$67,779 in October. Income Tax Expenses are higher year-to-date due to a refund that was recorded in January. General Insurance includes the Village's professional and liability coverages along with flood insurance policies.

The Police Department recorded expenses of \$231,250 in October. The Department's expenses were \$2,273,842 as of the end of October, which is \$109,113 more than the prior year-to-date amount of \$2,164,729. In April, the department purchased the budgeted 2025 Ford F150 Lightning vehicle.

The Fire Department 2025 costs were \$176,015 in October. Year-to-date expenses of \$742,013 were higher than last year's amount of \$633,464. Wages are higher year-to-date this year by \$43,255 due to the increased hours for station duty, while Ambulance/EMS costs are higher than this time last year by \$51,738.

The Service Department incurred \$116,638 in expenses in October. Year-to-date, the Department has incurred \$1,618,904 which is \$13,218 less than last year's figure of \$1,632,122. Overtime wages of \$45,418 exceeded last year's amount due to the number of snow and ice storms experienced this year. Salt expense was \$73,711 compared to last year's amount of \$55,716. In April, the new Ford F600 was purchased for \$58,874. In May, Specialized Concrete and Construction completed masonry repairs and constructed new stairs at the Community House, Post Office and Mills Building. In July, the dump body, spreader, hydraulics, plow and lighting work was completed on the new Ford for \$68,699.

In summary, for ten months of the year, the Village operated with a General Fund surplus of \$564,437. Last year, the Village had a surplus of \$728,565 at this time.

The General Fund cash balance on October 31, 2025 was \$8,443,539 compared to the beginning of the year balance of \$7,879,102.

OTHER FUNDS

The Village is required to maintain other special purpose funds by statute or contract. Cash in these funds amounted to \$2,002,218 on October 31, 2025. The increase from the end of 2024 was mainly due to transfers from the General Fund.

Janet M. Mulh, MPA
Finance Administrator

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
OCTOBER 31, 2025

	2025 BUDGET	Current Month	2025 Year to Date	2024 Year to Date
General Fund (GF) Revenues:				
Taxes:				
Real Estate Taxes	2,785,820	32,222	2,652,819	2,545,820
Municipal Income Taxes	2,415,000	260,268	2,045,807	2,150,259
Share of Sales and State Taxes	-	-	4,587	37,718
Total Tax Revenue	5,200,820	292,491	4,703,213	4,733,797
Other Sources:				
Fines and Costs	75,100	7,171	48,393	59,753
Traffic Camera Gross Receipts	1,520,000	139,973	1,286,078	1,251,050
Building/Liquor Permits & Licenses	51,040	13,495	72,695	63,916
Interest Income	273,500	32,018	253,954	259,119
Rental Income	222,360	2,569	186,374	196,582
Mills Building Rental Income	142,631	9,846	97,809	88,481
Ambulance Income	50,000	25,328	83,490	72,831
SRO Reimbursement	94,500	8,266	80,288	70,838
Misc County Prev Road Maint Reimb.	66,750	65,289	380,548	140,930
Total Other Sources Revenue	2,495,881	303,954	2,489,628	2,203,500
Assessments:				
School Board/Property Assessment	-	-	-	-
Total General Fund Revenues	7,696,701	596,445	7,192,841	6,937,297
Add Year Beginning General Fund Balance		8,438,776	7,879,102	7,580,424
Less Expenses:				
Administration Costs (see Page 2)		(67,779)	(752,145)	(681,917)
Administration - Transfers		-	(1,241,500)	(1,096,500)
Police Department Costs (see Page 3)		(231,250)	(2,273,842)	(2,164,729)
Fire Department Costs (see Page 3)		(23,527)	(239,423)	(182,612)
Fire Department Ambulance (see Page 3)		(152,487)	(502,590)	(450,852)
Service Department Costs (see Page 4)		(116,638)	(1,618,904)	(1,632,122)
Total General Fund Expenses		(591,682)	(6,628,404)	(6,208,732)
Current General Fund Balance		8,443,539	8,443,539	8,308,989
Plus:				
Other Fund Current Balances		2,002,218	2,002,218	1,817,098
Total Current Balance - All Funds		10,445,757	10,445,757	10,126,087

MISC	\$63,212 OH Emerg Mgmt
	\$42,098 NEORSD REIMB
	\$20,000 Cleveland Water
	\$100,000 County fro Old Mill
	\$36,387 County 2024 Road Mnt.
	\$65,289 County 2025 Road Maint

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
OCTOBER 31, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
ADMINISTRATION:				
Salaries and Wages	169,664	14,919	143,081	136,902
Health Insurance	48,681	3,445	36,292	50,463
Worker's Comp/Medicare	5,500	340	2,774	2,855
Employee Retirement (OPERS)	29,000	2,216	24,439	22,901
PERSONNEL COSTS	252,845	20,920	206,585	213,121
Legal - Law Director	60,000	9,640	55,495	48,712
Legal - Prosecutor	58,750	7,708	45,573	38,013
Legal - Other	2,000	-	1,389	8
Engineering	48,610	3,239	37,506	38,315
Other Professional Services	111,500	17,771	118,018	95,424
LEGAL AND PROFESSIONAL	280,860	38,358	257,980	220,472
General Insurance	130,000	-	123,385	116,802
Income Tax Expense	70,000	7,808	95,995	63,132
County Auditor Expenses	73,000	-	53,669	55,567
Office Expenses	14,500	692	10,411	9,199
Miscellaneous Expenses	5,500	-	4,120	3,624
OTHER ADMINISTRATIVE COSTS	293,000	8,501	287,580	248,324
ADMINISTRATION OPERATING COSTS	826,705	67,779	752,145	681,917
Transfers to Other Funds	1,241,500	-	1,241,500	1,096,500
TOTAL ADMINISTRATION COSTS	2,068,205	67,779	1,993,645	1,778,417

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
OCTOBER 31, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
POLICE DEPARTMENT:				
Salaries and Wages	1,280,250	113,422	1,050,961	971,774
Overtime	35,000	5,208	48,289	41,798
Health, OPERS, MEDI, Worker Comp	314,819	24,817	227,881	237,208
PERSONNEL COSTS	1,630,069	143,447	1,327,132	1,250,780
Gasoline	25,000	-	12,486	11,952
Repairs and Maintenance	17,000	1,620	11,008	11,157
Uniforms	16,000	2,125	9,437	7,646
Training/Conferences	13,000	2,825	8,036	5,028
Dispatch Operating Fee	140,000	11,419	114,193	140,629
Alarm System Fee	17,000	-	12,561	17,190
Maintenance Agreements/Radio Expenses	28,000	750	17,019	22,843
Traffic Camera Program LMC	336,000	26,980	293,080	279,015
Traffic Camera Program Gatso	405,000	40,793	354,441	350,267
Other Expenses	16,000	709	11,072	9,462
V.E.G.	12,000	-	12,000	11,000
OTHER POLICE DEPART COSTS	1,025,000	87,222	855,333	866,189
Vehicle Purchases	52,000	-	71,870	39,402
Equipment Purchases	26,000	582	19,507	8,358
CAPITAL EXPENDITURES	78,000	582	91,377	47,760
TOTAL POLICE DEPARTMENT COSTS	2,733,069	231,250	2,273,842	2,164,729

FIRE DEPARTMENT:				
Salaries and Wages	227,500	19,848	171,680	128,425
PERS, MEDI, SOC SEC, Worker Comp	33,900	2,116	16,010	11,924
PERSONNEL COSTS	261,400	21,964	187,690	140,349
Vehicle Maintenance	10,000	-	6,555	8,675
Ambulance/EMS see below	486,900	152,487	502,590	450,852
Training/Conferences	12,500	478	5,829	50
Contracts & Annual Fees	26,000	433	13,842	14,914
Other Expenses	15,000	652	10,335	6,464
OTHER FIRE DEPARTMENT COSTS	550,400	154,050	539,152	480,955
CAPITAL EXPENDITURES	131,300	-	15,172	12,160
TOTAL FIRE DEPARTMENT COSTS	943,100	176,015	742,013	633,464
Ambulance Income on Cover Page	50,000	25,328	83,490	72,831

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
OCTOBER 31, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
SERVICE DEPARTMENT:				
Salaries and Wages	823,725	63,796	687,001	634,780
Overtime	30,975	2,027	45,418	17,392
Health, OPERS, MEDI, Worker Comp	362,200	26,581	285,152	290,762
PERSONNEL COSTS	1,216,900	92,404	1,017,571	942,934
Salt/Aggregate (snow removal)	60,000	-	73,711	55,716
Building Inspection	18,000	550	10,874	12,549
Equipment Maintenance	52,000	3,837	35,922	47,439
Gasoline Expense	40,000	-	28,052	30,600
Supplies/Uniforms	36,500	3,275	29,880	27,921
OPERATING COSTS	206,500	7,662	178,440	174,225
BUILDING OPERATION & MTC				
Village Hall	166,100	6,944	90,131	108,753
Village Houses	2,300	(55)	306	7,256
Community Building	20,700	984	40,578	63,624
Post Office	2,300	233	4,325	1,070
OBT Building	1,850	101	1,077	1,203
Wash House	4,200	(28)	208	91
Burton Court	3,200	130	3,879	4,742
Mills Building	75,100	4,144	71,073	53,354
BUILDING OPERATION & MTC	275,750	12,454	211,576	240,093
Street Repair	5,000	-	3,583	2,294
Ditch, Drain, Sewers	30,500	237	24,781	22,780
Tree Grinding (Contractors)	15,000	-	6,181	31,775
Street Lighting	20,000	2,025	12,279	16,118
Parks	21,000	1,680	15,549	10,827
Guardrails, Signs, Bridges	10,000	114	3,924	2,869
STREETS AND ROADS	101,500	4,056	66,297	86,663
Vehicles	120,000	-	128,018	174,689
Other Equipment	18,000	63	17,001	13,518
CAPITAL EXPENDITURES	138,000	63	145,019	188,207
TOTAL SERVICE DEPARTMENT COSTS	1,938,650	116,638	1,618,904	1,632,122

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
OCTOBER 31, 2025

	Beginning Year Balance	Year-to-date Actual Receipts	Year-to-date Actual Expenses	Unexpended Balance
Street Const Maint Repair	169,334	174,944	200,000	144,277
State Highway	27,207	14,269	19,999	21,476
Bond Retirement (KeyBank Loans)	2,730	-	-	2,730
	199,270	189,212	219,999	168,483
Capital Improvement	260,244	1,083,275	852,584	490,934
Water	302,465	16,500	25,782	293,183
Wastewater Plant	11,467	77,398	55,618	33,246
Park Recreation	22,147	26,561	28,921	19,787
Cemetery	72,220	21,500	5,546	88,175
Mayor's Court-Violations Bureau	560	10,975	10,231	1,304
Mayor's Discretionary	505	1,500	1,500	505
Purcell Trust	30,296	-	3,229	27,067
Land Conservation	326,382	284,445	191,234	419,593
Local Fiscal Recovery Fund (ARPA)	157,531	-	23,624	133,907
Building Bond Deposit	156,162	23,906	6,328	173,740
Underground Storage Tank	11,000			11,000
Safety Fund	50,473	10,500	45,592	15,382
Police Relief & Pension	33,832	251,318	192,975	92,176
Law Enforcement	-	-	-	-
VEST Grant	-	-	-	-
OneOhio Fund (Opiod)	2,348	1,509	485	3,372
STATE Grants	21,399	17,166	8,200	30,365
TOTAL OTHER FUNDS	1,658,301	2,015,764	1,671,847	2,002,218
GENERAL FUND	7,879,102	7,192,841	6,628,404	8,443,539
TOTAL ALL FUNDS	9,537,403	9,208,605	8,300,251	10,445,757

STATE OF THE VILLAGE
OCTOBER 31, 2025

	2025	2024
Total Current Balance - All Funds	10,445,757	10,126,088
Cash and Investments:	10/31/2025	10/31/2024
Cash:		
ANCORA	8,900,772	8,670,215
CHASE DDA	275,254	124,167
CHASE SAV - LAND CONS	-	1,498
STAR OHIO -LAND CONS	403,115	325,061
CHASE VIOLATIONS BUREAU	71,852	32,958
Star Ohio	<u>806,490</u>	<u>1,043,160</u>
Total Cash	10,457,483	10,197,059
(OUTSTANDING CHECKS)	<u>(11,726)</u>	<u>(70,971)</u>
Total Cash and Investments	10,445,757	10,126,088

** From Wastewater Fund

GENERAL FUND SUMMARY	BUDGET	OCTOBER	2025 YEAR TO DATE	2024 YEAR TO DATE
Real Estate Taxes	2,785,820	32,222	2,652,819	2,545,820
Municipal Income Tax	2,415,000	260,268	2,045,807	2,150,259
Share of Sales and State Taxes	-	-	4,587	37,718
Other Sources	2,495,881	303,954	2,489,628	2,203,500
Assessments	-	-	-	-
TOTAL OPERATING REVENUES	7,696,701	596,445	7,192,841	6,937,297
OPERATING EXPENSES				
Administration Department	826,705	67,779	752,145	681,917
Police Department	2,733,069	231,250	2,273,842	2,164,729
Fire Department	943,100	176,015	742,013	633,464
Service Department	1,938,650	116,638	1,618,904	1,632,122
Transfers excluding Inheritance Taxes	1,241,500	-	1,241,500	1,096,500
TOTAL OPERATING EXPENSES	7,683,024	591,682	6,628,404	6,208,732
SURPLUS (DEFICIT)	13,677	4,763	564,437	728,565

Project	October 31, 2025	BUDGET	OCTOBER	YEAR TO DATE EXPENSES	COURTNEY	OTHER	SCMR/STHWY
CAPITAL IMPROVEMENT							
2025 Road Program	850,000			874,310	111,242	563,068	200,000
Riverview Change Orders				33,880		33,880	
Brigham/Old Mill Sink Holes				24,961	24,961		
Sidewalk Project	78,125			-			
Storm Water Regulations & Issues	20,000		500	21,537	21,037	500	
Salt Bin Engineering	50,000			4,875		4,875	
Guardrail Replacement	100,000		(2,340)	79,767	12,555	67,212	
Broadband	500,000		11,161	13,256	13,256		
Contingencies	20,000						
TOTAL	CAPITAL IMPROVEMENT	1,618,125	9,321	1,052,585	183,050	669,535	200,000

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

November 2025 Council Meeting (October Report)

- 1) Our Som Center Flock Camera assisted Hunting Valley police with a hit-skip motor vehicle accident. Our camera captured the vehicle which led to charges against the driver.
- 2) A department range training was conducted at Hunting Valley PD.
- 3) The police department was presented with the AAA Platinum Award for traffic safety initiatives. This was the highest award given to a municipality.

Monthly Totals:

- 40 Traffic Citations.
- 25 Warnings.
- 29 Incident/Accident reports.
- 6,059 Patrol Miles.
- 796 House Checks.

Sincerely,



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

SGG USA						
Gates Mills, OH - Summary by time periods						
Date Range	Total Passes	Passes @ 58 MPH	Passes @ 59 MPH	Passes @ 60 Plus	Average Speed	Citations Issued
August 2024 (08/01/2024 - 08/31/2024)	323,991	617	448	1,042	44.98	750
September 2024 (09/01/2024 - 09/30/2024)	315,742	639	462	1,104	45.41	1,488
October 2024 (10/01/2024 - 10/31/2024)	333,365	716	514	1,229	45.34	1,652
November 2024 (11/01/2024 - 11/30/2024)	280,084	641	431	1,132	45.36	1,409
December 2024 (12/01/2024 - 12/31/2024)	285,202	495	390	911	44.96	1,225
January 2025 (01/01/2025 - 01/31/2025)	335,446	453	285	719	44.59	1,049
February 2025 (02/01/2025 - 02/28/2025)	355,195	463	306	705	44.75	1,124
March 2025 (03/01/2025 - 03/31/2025)	393,904	644	437	1,081	45.37	1,702
April 2025 (04/01/2025 - 04/30/2025)	433,380	559	416	960	45.17	1,462
May 2025 (05/01/2025 - 05/31/2025)	409,057	542	362	929	45.10	1,478
June 2025 (06/01/2025 - 06/30/2025)	458,990	611	418	1,010	45.06	1,630
July 2025 (07/01/2025 - 07/31/2025)	463,812	637	434	1,200	45.15	1,722
August 2025 (08/01/2025 - 08/31/2025)	488,419	656	511	1,218	45.06	1,551
September 2025 (09/01/2025 - 09/30/2025)	486,634	615	485	1,052	45.05	1,367
October 2025 (10/01/2025 - 10/31/2025)	476,053	669	445	1,136	45.05	1,557*

Gates Mills Service Department

"Yours in service since 1920"

TO: Mayor
and Council Members

FROM: Dave Biggert, Service Director

RE: SERVICE DEPARTMENT REPORT – OCTOBER 2025

1. In October, 9 building permits were issued for a total construction value of \$1,741,813. This includes a permit for a new home on Riverview Road.
2. In October of 2024, 6 building permits had been issued for a total construction value of \$368,538.
3. Last month, the Service Department took delivery of approximately 96 tons of road salt. Under the new 2026 ODOT salt contract, we requested a total of 2100-tons of salt for the upcoming season. We are obligated to purchase 85% of the requested amount or 1,785 tons and have the option to purchase 115% or 2,415 tons if necessary. This season we will be paying \$63.99/ton in comparison to \$49.98/ton last season.
4. Also in October, the Village received a check in the amount of \$8,005.00 as an insurance settlement for the damage to the wood guardrail located on Chagrin River Road at Brigham Road. The damage was caused by a pickup truck that was overloaded and unable to stop at the intersection.

I am currently working through another insurance claim of \$5,295.00 for additional damage to the same guardrail from a second accident and working on a third claim for \$8,645.00 for damage done to a guardrail on Mayfield Road.

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

Respectfully Submitted,



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

25-25Gates Mills Fire Department

October 2025 Fire Department Report

DATE	NFIRS #	Address/Location	Description of Incident
10-04-25	2025-166	7010 Hillcreek Lane	Outdoor Chemical Odor
10-05-25	2025-167	6950 Mayfield Road	Odor of Smoke
10-06-25	2025-168	999 Chestnut Run	Fire Alarm
10-11-25	2025-169	1894 Cottesworth Lane	Fire Alarm
10-12-25	2025-170	7695 Deerfield Lane	Fire Alarm
10-14-25	2025-171	7730 Old Mill	Fire Alarm
10-16-25	2025-172	Wilson Mills & County Line	MVC with Injuries
10-17-25	2025-173	1300 County Line Road	MVC-No Injuries
10-17-25	2025-174	Mayfield Road	Power Line Down Blocking Traffic
10-20-25	2025-175	1894 Cottesworth Lane	Public Service
10-21-25	2025-176	7939 Battles Road	Fire Alarm
10-23-25	2025-177	1750 Woodstock Road	MVC-with Injuries
10-24-25	2025-178	7464 Saddleback Lane	Power line down
10-25-25	2025-179	333 Timberidge Trail	Propane Leak
10-27-25	2025-180	Brigham & Chagrin River	MVC-with Injuries
10-28-25	2025-181	6662 Gates Mills Blvd.	CO detector activation
10-29-25	2025-182	6850 Mayfield Road	Fire Alarm
10-31-25	2025-183	6850 Mayfield Road	Fire Alarm
10-31-25	2025-184	7799 Battles Road	Public Assist

CURRENT MONTH TOTAL	2025 YEAR TO DATE	2024 YEAR TO DATE
G.M. FIRE 19	184	247
M.V. EMS 18	197	174
Canceled & Sign Offs 2	16	

The October training topics were:

October 11, 2025 Oil and Gas well fire seminar at Wayne Couty Fire Training Academy hour combined online and hands on live fire simulations on tank batteries, flanges, and pump jack fires. Reda, Simons, Hansen, Majeski, and Pata.

October 14, 2025 Electric Vehicle Video (fires & overheat). Department updates and SOP's. Hydrogen sulfide problems on gas wells and how to monitor. Blue Cards for Multi Meters with limit information.

October 24, 2025 Community Halloween event, Night Operations, Public Education, Flow 1 ¾" handline, Tanker relay for onsite filling.

Thomas Majeski, Fire Chief

November 4, 2025

2025 Fire Department Summary

Presented by Chief Thomas Majeski

Personnel Updates

- **New Additions Since Sept 2023:**
 - 6 Certified Firefighters Hired
 - 2 Paramedics
 - 4 Emergency Medical Technicians (EMTs)
- **Retirement:**
 - Jeff Mackie – Service Department
 - Tom Robinson-Fire Chief
- **Current Staffing:**
 - 26 Total Firefighters & 4 Cadet Firefighters
 - 4 Certified Paramedics
 - 6 Certified EMTs

Promotions & Training

- **Promotions (July 4, 2025):**
 - 9 Firefighters promoted to Engineer
- **Engineer Duties:**
 - All engineers assigned Station Duty Functional Roles and Responsibilities
 - Serve along with Commissioned Officers as Field Training Officers (FTOs) for new recruits
 - Provide support and guidance for new recruits while completing Driver and Practical skills Training

Apparatus & Equipment

- **Engine 1413:**
 - Specifications Completed
 - Ready for Bidding Process
- **2025 Equipment Upgrades/Purchases:**
 - New Life Jackets and Water Rescue Helmets
 - 7 Sets of Firefighter Turnout Gear
 - 3 Hydrant Gate Valves (1 per engine)
 - New Administrative Office Computer (Windows 11 installed)

Communication Enhancements

- **Service Department Radio System:**
 - Radios Purchased via resident grant to outfit Service Department
 - Provides Integrated System Across:
 - Fire Department
 - Police Department
 - Service Department
 - Town Hall Staff
 - Fire Department Funds Monthly Lease Fees for radios (Fire & Service)

Policy & Documentation Updates

- **New General Orders:**
 - Turnout Gear Care
 - Patient Refusal Policy and Form
 - Chain of Command
 - Apparatus Response
 - Cadet Manual (Driver Training & Practical Skills Outline)
 - Knox Box Locations
 - New Hire Letter

Infrastructure Maintenance

- **Hydrant Program:**
 - All Hydrants Flushed and Greased (2024 & 2025)
 - **2026 Goal:** Launch Hydrant Refurbishment & Painting Program

Mutual Aid & Regional Involvement

- **Mutual Aid Drills (with Chesterland & Mayfield Village):**
 - Fire Engine Drafting (Pond)
 - Vehicle Extrication Drill
 - Rope Rescue
- **Active Membership in Regional Teams:**
 - Fire Investigation Unit
 - Technical Rescue Team
 - Rescue Task Force (Active Shooter Response)

Foam Bank Contribution

- **Hillcrest Regional Foam Bank:**
 - Added 50 Gallons of Foam Concentrate
 - Stored at Beachwood Fire Department

Station Staffing Schedule

- **2024 Coverage:**
 - Saturdays (24-Hour Coverage)
 - All Holidays (when Service Department Closed)
- **2025 Additions:**
 - Sundays (8 AM – 8 PM)
 - Fridays (4 PM – 8 PM)
- **2026 (Proposed Expansion of Hours):**
 - Fridays (8 PM – 8 AM)
 - Sundays (8 PM – 8 AM)
 - Mondays (Except Holidays-8 AM – 8 PM)
 - Tuesdays (8 AM – 8 PM – Covered by Fire Chief-already scheduled time)

MAYFIELD VILLAGE



Mayor Brenda T. Bodnar

6622 Wilson Mills Road
Mayfield Village, OH 44143

440.461.2210 Fax 440.461.7349
ContactUs@mayfieldvillage.com

MAYFIELD VILLAGE FIRE DEPARTMENT

770 SOM CENTER RD., MAYFIELD VILLAGE, OH, 44143
Fire Chief Eugene Carcioppolo

P. 440.461.1741
F. 440.449.0822

GCARCIOPPOLO@MAYFIELDVILLAGE.COM

Gates Mills Fire Department
1470 Chagrin River Road
Gates Mills, OH 44040

*Janet -
Please include in
council packets.
Steve*

Fire Chief Majeski:

On behalf of the Mayfield Village Fire Department, I am writing to express my gratitude for your invaluable assistance during the fire on Hickory Hill on 11/02/2025.

When faced with multiple simultaneous calls, dispatch initiated a MABAS alarm. Your immediate response made a significant difference in our ability to manage and mitigate the situation. The collaborative spirit and shared commitment to public safety demonstrated by all personnel on scene were recognized by not only Mayfield Village Fire, but the public as well. Thanks to your courageous efforts, we were able to limit the damage to the structure and bring the incident under control quickly. This event highlighted the vital importance of our mutual aid system and regional collaboration. Please extend our appreciation and thank every member of your department who responded to our call for assistance.

With gratitude,

Chief Eugene Carcioppolo



RESOLUTION NO. 2025-46

BY MAYOR SIEMBORSKI

**A RESOLUTION REQUESTING THE COUNTY AUDITOR TO ADVANCE TAXES
FROM THE PROCEEDS OF TAX LEVIES PURSUANT TO OHIO REVISED
CODE SECTION 321.34.**

WHEREAS, Section 321.34 of the Ohio Revised Code provides that any money in the County Treasury to the account of the Village of Gates Mills and lawfully applicable to the purpose of the 2026 fiscal year may be drawn upon by request.

BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF GATES MILLS, STATE OF OHIO, that the Auditor of the County of Cuyahoga be and is hereby requested to pay to the Clerk of the Village of Gates Mills any money in the County Treasury to the account of the Village of Gates Mills, including special assessments, and lawfully applicable to the purposes of the fiscal year.

BE IT FURTHER RESOLVED that the Clerk of the Village of Gates Mills be and is hereby authorized to furnish a certified copy of the Resolution to the County Auditor. This Resolution shall take effect and be in force from and after its passage.

Passed the _____ day of _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

ORDINANCE NO. 2025 – 47

BY MAYOR SIEMBORSKI

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

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

SECTION 2. That the appropriation from the General Fund to the Administration Department Salaries and Wages be increased by \$5,000 and Other Expenses be increased by \$26,000.

SECTION 3. That the appropriation from the General Fund to the Police Department Salaries and Wages be increased by \$21,000, Benefits be increased by \$3,000, and Other Expenses be increased by \$80,000.

SECTION 4. That the appropriation from the General Fund to the Service Department Salaries and Wages be increased by \$26,000 and Other Expenses be increased by \$25,000.

SECTION 5. This Ordinance is hereby declared to be an emergency ordinance necessary for the immediate preservation of the public health, safety, convenience and welfare for reasons apparent from the contents of said ordinance and therefore this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed the _____ day of _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

Village of Gates Mills

Memorandum

From: Janet Mulh, Finance Administrator

Ordinance No. 2025-47

Estimates for salaries and wages are running behind due to additional part-time, overtime, and anticipated incentive bonus and compensatory time payouts; therefore, I am looking at the increases of Police wages of \$21,000, Service wages of \$26,000 and Administrative \$5,000.

Police Benefit increase of \$3,000 is for part-time OPERS contributions.

Administrative Other Expenses is to add \$26,000 to RITA income tax expenses.

Police Other Expenses for \$80,000 is for the traffic camera program distributions to Lyndhurst Muni Court and Sensys Gatso.

Service Other Expenses is for salt (\$20,000) and vehicle maintenance (\$5,000).

RESOLUTION NO: 2025-48

INTRODUCED BY: Mayor Siemborski

A RESOLUTION AUTHORIZING THE VILLAGE OF GATES MILLS TO ENTER INTO A MEMBERSHIP AGREEMENT WITH COMMUNITY PARTNERSHIP ON AGING FOR OLDER ADULT SERVICES.

WHEREAS, Community Partnership on Aging ("CPA") is a nonprofit social service agency that has been in existence since 1978 and provides programs and services to support the independence, community involvement and wellbeing of older adults in the eastern Cuyahoga County suburban area through an agreement as a regional council of governments under Ohio Revised Code Chapter 167 that currently includes as members the local municipalities of: South Euclid, Lyndhurst, Highland Heights, Mayfield Heights, Mayfield Village, and Richmond Heights (the "COG");

WHEREAS, a substantial number of the residents Village of Gates Mills are over age 60 and whose needs for support often increase with aging;

WHEREAS, a full membership in CPA will entitle Gates Mills residents to the complete range of programs and services of CPA and the Village's cost share for 2026 shall be \$23,546.00;

WHEREAS, this Council supports the Village's full membership in the COG in 2026 as furthering the health, safety and general welfare of its citizens;

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

Section 1. This Council authorizes the Village of Gates Mills to enter into a full membership agreement with the regional council of governments as set forth in the recitals of this Resolution to participate in the Community Partnership on Aging under the COG agreement on file with the Village Clerk, to commence on January 1, 2026, and for a membership fee in 2026 not to exceed \$23,546.00.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and 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 force at the earliest time permitted by law.

Passed the _____ day of _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

COUNCIL OF GOVERNMENTS AGREEMENT
Community Partnership on Aging

THIS AGREEMENT, made and entered into effective as of the first (1st) day of January, 2026, by and between the City of Highland Heights, the City of Lyndhurst, the Village of Mayfield, the City of Mayfield Heights, the City of Richmond Heights, the City of South Euclid, and the Village of Gates Mills, each being municipal corporations organized and existing under and by the virtue of the laws of the State of Ohio (hereinafter referred to as "member communities"); acting pursuant to enabling Ordinances duly enacted.

WITNESSETH

WHEREAS, in 1978 the cities of South Euclid, Lyndhurst and Highland Heights entered in an Agreement creating the Tri-City Consortium on Aging; and

WHEREAS, said Agreement was amended by the parties in 1991;

WHEREAS, the City of Mayfield Heights was added as a member in 2012;

WHEREAS, the Village of Mayfield was added as a member in 2013;

WHEREAS, the City of Richmond Heights was added as a member in 2020;

WHEREAS, the Village of Gates Mills was added as a member in 2026;

WHEREAS, the purpose thereof being to continue to coordinate among the member communities all matters relating to assistance for the aged residents of each of the member communities hereto;

WHEREAS, Chapter 167 of the Ohio Revised Code authorizes the governing bodies of any two or more counties, municipal corporations, townships, special districts, school districts or other political subdivisions to enter into an agreement with each other, or with the governing bodies of any counties, municipal corporations, townships, special districts, school districts, or other political subdivisions of any other state to the extent that laws of such other state permit, for establishment of a regional council consisting of such political subdivisions;

WHEREAS, pursuant to Chapter 167 of the ORC, the voting member communities desire to enter into this Agreement to form the "Community Partnership on Aging", organized as a regional council of governments under Chapter 167 of the ORC. The programs and assistance established through this coordinated joint venture will be known hereafter as the "Community Partnership on Aging";

7. City contributions for the operation of the CPA shall be determined by a dual formula: proportionate per capita basis based upon the latest US Census data of each of the respective member communities plus a proportionate per use basis as it relates to transportation costs. Cash match dollars and in-kind goods and services provided by the respective member communities in order to obtain any outside funding will be calculated on a per capita basis except for transportation costs which will be calculated on a proportionate per use basis, as well as to provide for the costs of other such programs and services as are authorized and approved by the COG, as organized pursuant to the Ohio Revised Code Chapter 167.

8. The Community Partnership on Aging shall be guided by an Executive Director, who shall be hired by a majority vote of the members of the COG. The Executive Director shall have full authority to manage fiscal responsibilities, determine staffing needs, enter into grants and contracts and report to the COG.

The Executive Director will take all reasonable actions necessary to coordinate, formulate and implement desired programs and services for older adults. A current job description will be on file in the Mayor's office of each member community.

9. This Agreement shall be in full force and effect for a period of two (2) years, and shall automatically renew on an annual basis thereafter, provided, however, that any party hereto may terminate its obligations under this Agreement with six (6) months written notice to all other member communities to this Agreement. The COG shall review the terms of this Agreement on an annual basis.

10. The Community Partnership on Aging is and shall be the successor to the Tri-City Consortium on Aging and shall stand in the stead of such Consortium.

11. Community Partnership on Aging is and shall be organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code (the "Code"). Subject to that foregoing limitation, these purposes shall include the coordination and provision of assistance to the elderly and aged.

12. No part of the net earnings of the Community Partnership on Aging shall inure to the benefit of or be distributable to its members, directors, officers, or other private persons, except that the Community Partnership on Aging shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes described herein. No substantial part of the activities of the Community Partnership on Aging shall be the carrying on of

IN WITNESS WHEREOF; the parties to this agreement have hereunto set their hands the day and year first above written.

CITY OF HIGHLAND HEIGHTS, OHIO

By:_____

Mayor:_____

And:_____

Finance Director or Clerk of Council

Pursuant to Res./Ord. #:_____

Adopted:_____

IN WITNESS WHEREOF; the parties to this agreement have hereunto set their hands the day and year first above written.

VILLAGE OF MAYFIELD, OHIO

By:_____

Mayor:_____

And:_____

Finance Director or Clerk of Council

Pursuant to Res./Ord. #:_____

Adopted:_____

IN WITNESS WHEREOF; the parties to this agreement have hereunto set their hands the day and year first above written.

CITY OF RICHMOND HEIGHTS, OHIO

By: _____

Mayor: _____

And: _____

Finance Director or Clerk of Council

Pursuant to Res./Ord. #: _____

Adopted: _____

IN WITNESS WHEREOF; the parties to this agreement have hereunto set their hands the day and year first above written.

VILLAGE OF GATES MILLS, OHIO

By: _____

Mayor: _____

And: _____

Finance Director or Clerk of Council

Pursuant to Res./Ord. #: _____

Adopted: _____

RESOLUTION NO.: 2025-49

BY MAYOR SIEMBORSKI

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH R. E. WARNER & ASSOCIATES, INC. FOR THE INTERURBAN PEDESTRIAN BRIDGE INFRASTRUCTURE ASSESSMENT & SURVEY.

WHEREAS, the Village of Gates Mills desires to engage R. E. Warner & Associates, Inc. ("R.E. Warner") to provide professional engineering and survey services for the Interurban Pedestrian Bridge Infrastructure Assessment & Survey Project ("Project");

WHEREAS, R.E. Warner has submitted a proposal dated September 5, 2025, (the "Proposal") to the Village to provide such services as set forth in the Proposal (a copy of which is attached hereto as Exhibit A) for a total lump sum amount up to \$28,780.00, which services include a structural assessment of the bridge, an instrument survey of the current condition of the bridge's structural members, optional 3D laser scanning, and an estimate for materials and labor costs for repairs;

WHEREAS, this Council has determined by reviewing all pertinent information that it is in the best interests of the Village to engage R. E. Warner to provide the professional engineering and survey services for the Project as set forth in the Proposal.

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

Section 1: This Council authorizes the Mayor to enter into a professional services agreement with R. E. Warner & Associates, Inc. for the services set forth in the Proposal attached hereto as Exhibit A for the proposed lump sum total amount not to exceed twenty-eight thousand seven hundred eighty dollars (\$28,780.00).

Section 2: It is found and determined that all formal actions of this Council concerning and related to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

Passed the _____ day of _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor



R. E. WARNER

ENGINEERS | ARCHITECTS | SURVEYORS

VIA E-MAIL

mayor@gatesmillsvillage.com

September 5, 2025

Mr. Steven L. Siemborski
Mayor
Gates Mills Village
1470 Chagrin River Road
Gates Mills, Ohio 44040

Reference: Invitation to Bid Dated 08/22/25
2025 Gates Mills Interurban Pedestrian Bridge Infrastructure Assessment & Survey
R.E. Warner Professional Services Proposal No. P33725

Dear Mayor Siemborski:

Thank you for the opportunity to submit our proposal for providing services for 2025 instrument survey and the physical and visual observations of the Gates Mills Interurban Pedestrian Bridge in Gates Mills Village, Ohio. As per our phone conversation on 08/22/25, our proposal provides costs to analyze the current structural integrity of the bridge, provide an instrument survey of the current condition of the bridge's structural members and an estimate for materials and labor costs. As part of our process, a bid meeting was held with the mayor and city engineer on August 26, 2025. R.E. Warner also looked at the bridge, taking measurements and photos to assist with the content and accuracy of this proposal.

R.E. Warner has been providing engineering and infrastructure services to multiple industries for over 70 years. We are confident that we can provide you with the services you expect for this round of tank observations.

The team members reserved for your project offer invaluable experience, knowledge, and dedication to quality and service. We pride ourselves on being easy to work with and have been repeatedly told that our friendly, responsive, and collaborative nature sets us apart.

Our understanding of the scope of this project is detailed below.



SCOPE OF WORK

Based on your email Invitation to Bid dated 08/22/25: "Gates Mills Interurban Bridge Structural Assessment and Instrument Survey" our understanding of the scope of this project is detailed below.

Overview:

As part of the Village of Gate Mills ongoing infrastructure/maintenance and repair program, the Gates Mills Interurban Bridge has been identified for assessment. This scope includes detailed and limited physical and visual observations, Instrument surveying and optional use of scanning equipment to determine the current physical condition and position of this structure.

Scope of Services:

R.E. Warner will provide the services to fulfill the Village of Gates Mills scope of services for the above-listed assets:

1. Project planning and scheduling as follows:
 - a. Contact the respective village of Gates Mills officials to schedule the field personnel and on-site activities, including confirmations as required.
 - b. Review with the Village of Gates Mills project staff and document any site-specific safety items to be incorporated into site-specific Job Safety & Hazard Assessment (JSHA) and/or the Project Health & Safety Plan (HASP).
 - c. Prepare and submit the Letter of Inspection Procedure.
 - d. Prepare and submit JSHA/HASP.
2. Perform physical/visual observations of the major bridge structural system components, other major structural system components, where readily accessible, as outlined in the scope of services of this work includes the physical and visual observation of all items identified in the scope of services. We will utilize hammers to tap bolts at connections. Surveying instruments will be used to map out the bridge's current position and squareness. Create deficiency location drawing(s) from the observations and measurements taken during the assessment. The following items will be part of the observation process:
 - a. Observe floor beam to stringer (bottom chord)-connections at high stress points for signs of cracking and look for damaged bottom lateral bracing (if applicable), noting the length and location of deficiencies.
 - b. Observe the abutment walls for cracks, spalling, shifting or other signs of failure.
 - c. Observe the end posts to portal strut bracing connections for signs of cracking and look for damaged structural members noting the length and location of deficiencies.
 - d. Determine number of missing and loose fasteners in each bridge section.

- e. Observe the top chord to bracing connections structural components, at high stress points looking for signs of cracking and damaged and missing fasteners at the connections to the vertical/diagonal support members.
 - f. Observe the condition of the vertical and diagonal support members for signs of fatigue, missing fasteners and cracks.
 - g. Observe the condition of the vertical and diagonal support interfaces at the bottom chord bracing gusset plates looking for signs of deterioration, fatigue, missing fasteners and cracks.
 - h. Observe the outrigger stabilizing steel support members for loose and missing fasteners, cracks, and signs of damage.
 - i. Observe the wooden decking and handrails for rot/fungal decay, warping, splintering, mold/mildew, pest infestations and UV damage where accessible.
 - j. Perform an instrument survey of the bridge proper to determine its current location and if it is rolled or twisted (no longer square).
 - k. Prepare and review a "Post Inspection Report" review with and furnish a copy to the Gates Mills Project team upon completion of the field observations.
 - l. Provide updates to Gates Mills Project team of observation activities prior to exiting the site.
3. Input the findings observed and respective photos taken in the field into an Excel spreadsheet.
4. Perform topographic location survey to include locations and elevations of elements of the bridge and surrounding approaches:
- a. Approaches in both directions including pavement, grades, and railings.
 - b. Grades of the banks from each approach down to the waterline.
 - c. Locations & elevations of the embankment walls.
 - d. Measurements of key visible and accessible bridge support members.
 - e. Elevations of the top of bridge timber deck at their tie-in points to each approach side.
5. Provide electronic copies of the reports, drawings, sketches and photos taken during the observation. The report content will be in Excel spreadsheet format to be utilized to record and sort the data. Program modifications or data manipulation in the Excel spreadsheet or other software for presentation of data in other formats or utilization of the reported data for any other purpose is not included.

Assembled reports will include the following:

- a. Transmittal letter identifying distribution.
- b. Executive summary and recommendations.
- c. Detailed findings list sorted by priority and responsibility.
- d. Copies of the standard repair recommendations referenced in the report.

- e. Copies of sketches developed to clarify location of areas of concern.
 - f. A key plan drawing noting the location, number and priority of each finding of concern. will be in AutoCAD/REVIT format.
 - g. Copies of photos taken to which may be utilized to further document areas of concern that are found. These photos will be located within the EXCEL report with the corresponding deficiency.
6. Conduct services in accordance with city, state, federal and Gates Mills' safety guidelines, including:
- a. The use of appropriate approved fall protection equipment.
 - b. Establishment of "Red Tape Zones" with orange cones for stationary overhead work per Gates Mills' safety requirements.
 - c. Prepare and review JSHAs with Gates Mills' project team.
 - d. Protection of employees working on or near O.H. cranes.
7. Provide project management and support services to plan, schedule, monitor and control the project.

DISCRETIONARY 3D SCANNING SERVICES – HISTORIC PRESEVATION

1. We can provide a 3D scan of the pedestrian bridge for historic preservation purposes and restoration work.
2. Our team will create a 3D model of the bridge which can include approaches, embankments, and each individual structural member which can be used for restoration plans and historic record.
3. Further information and pricing may be provided upon request.

CLARIFICATIONS AND EXCEPTIONS TO SCOPE OF WORK

1. It is understood that various areas of the bridge require manlift use to provide safe access to these areas, R.E. Warner will arrange/furnish the equipment. This cost is included in our proposal as a reimbursable expense. The cost noted below is an estimate.
2. Die checking, magnetic particle testing, NDE/UT testing and radiographic testing are not included under this proposal. Should Gates Mills' project team request these services, an additional fee will be determined by R.E. Warner and approved by Gates Mills Project team prior to the start of testing.
3. Our schedule for the field portion of the scope of services will be based upon the availability of bridge and amount of pedestrian traffic encountered. We will endeavor to plan to, as fill-in or substitute buildings. This should allow us to minimize or eliminate lost time and additional cost.
4. For the purposes of this proposal we have assumed that the bridge can be scheduled such that it may be accessed for field observations for a continuous interruption free period. Any delays or deviations on the availability of the bridge resulting in additional time or day(s) for the field

observations will result in additional fees.

5. We have allocated one field trip for your outages, working two 8 hour days to assess the bridge structure and to survey listed in the email dated June 16, 2025. Additional site visits required due to inordinate observation time due to access/safety/ cleanliness issues, or delays and/or schedule deviations and unforeseen conditions, will result in additional fees.
6. Photocopies of referenced codes are not included in the final report. It is assumed that all repairs will be made by personnel familiar with the requirements of current codes and standards. If applicable, one copy of this material can be provided to the Village of Gates Mills project team for copy and distribution to contractors.
7. This proposal reflects only an assessment and survey of the bridge structures current conditions, there are not any detailed engineering nor design drawings for repair or replacement included in this proposal.
8. This proposal does not include a boundary survey pursuant to Ohio Administrative Code Chapter 4733-37.

SCHEDULE

A tentative job schedule will be submitted within two weeks of the award.

KEY PERSONNEL

Please see the attached project team organizational chart (Attachment A) that outlines the proposed R.E. Warner team to complete this project. Additional information regarding these individuals can be supplied upon request. These key individuals have performed similar programs for Honda, AMP Fremont Municipal Power, Timken/Metallus, Charter Steel, Arcelor Mittal, Cleveland-Cliffs (Middletown, Ashland, Butler, Cleveland, Rockport and Mansfield plants) and are familiar with industrial safety requirements. Other similarly qualified personnel are available and may be utilized throughout the course of the project if the need for additional resources arises.

DELIVERABLES

R.E. Warner will provide the following deliverables to fulfill the scope of work:

1. Provide document files, including a complete Microsoft Excel Workbook, on electronic media, delivered to Village of Gates Mills upon request and at completion of the project. These files are for your use only. Modification of the electronic media without our written permission is at the sole risk of the user.

RESPONSIBILITIES OF VILLAGE OF GATES MILLS AND/OR OTHERS

1. Designate a representative with authority to receive information and transmit instructions.



2. Provide requirements for the project, including objectives, constraints, design and construction standards and reference drawings.
3. Provide readily available information pertinent to the project, which R.E. Warner may rely upon. This information will include readily available reference drawings, vendor drawings, test reports and record status information.
4. Assist in coordination to arrange for safe, unrestricted access upon the project site as required. Please note that our team will make prior arrangements as to when fieldwork can be completed. If lost time is incurred due to the Village of Gates Mills restricting access to the bridge, a contract modification may be requested.
5. Inform R.E. Warner of all known or suspected hazardous substances, materials or constituents that may be present at the job site.

LUMP SUM COST(S)

The lump sum estimate **\$23,780.00** is broken down per asset in the spreadsheet below. With the option of 3D laser scanning, an additional charge of \$5,000.00 is suggested for a grand total of **\$28,780.00**.

2025 Village of Gates Mills Bridge Observations & Survey REW #33725				Field Observations	QA/QC, PM, Admin	Reports & Drawings Estimates	2025 Bid
Interurban Pedestrian Bridge Assessment & Surveying estimated costs							
Required/Optional	Asset Name	Approx. Length	AWP Req'd Yes/No				
Required	Structural Assessment	110	Yes	\$4,700.00	\$3,760.00	\$2,990.00	\$11,450.00
Required	Instrument Survey			\$2,410.00	\$350.00	\$5,600.00	\$8,360.00
Required	Estimate of Materials & Labor costs					\$2,750.00	\$2,750.00
Optional	Instrument scanning & 3D modeling					\$5,000.00	\$5,000.00
NDT/UT Meter-rental	Weekly rental (one week @ \$400.00)	Yes					\$330.00
NDT/Mag Particle-rental	Weekly rental (one week @ \$400.00)	N/A					
AWP Rental-(20ft)	Weekly rental (one week-approximate cost)	Yes					\$890.00
Drone Pilot	As needed basis per asset	N/A					
Totals				\$7,110.00	\$4,110.00	\$16,340.00	\$28,780.00

HOURLY COMPENSATION FOR ADDITIONAL SERVICES

We propose to furnish any additional services for compensation as determined by our attached 2025 Hourly Rate Schedule Less 10% (Attachment B).

METHOD OF PAYMENT

It is proposed that the buyer will be billed monthly as project work is completed until the final report with drawings is submitted to the buyer. Areas for which an observation cannot be completed due to accessibility or production related issues controlled by the Village of Gates Mills will be billed based on the fractional percentage complete for the observation work which has been done.



TERMS AND CONDITIONS

All services will be performed in accordance with the attached Professional Service Contract Standard Terms and Conditions dated April 7, 2025 (Attachment C). Authorization by the Client to proceed, whether oral, email or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. No waiver or modification of the terms and conditions set forth herein will be binding upon R.E. Warner unless made in writing and signed by the firm's authorized representative.

VALIDITY

This proposal is valid for 60 calendar days. Acceptance on a later date will require confirmation or modification of schedule and costs.

CONFIDENTIALITY

This proposal was prepared expressly for this project and contains the professional work of R.E. Warner and Associates, Inc. This document and the intellectual property of this proposal is for use only by the prospective client and shall not be disclosed in any way to other parties without the written consent of R.E. Warner and Associates, Inc.

ACCEPTANCE

To indicate your acceptance of this proposal, please send a Village of Gates Mills Purchase Order, sign below and return one copy to us.

We appreciate this opportunity and look forward to working with you again soon. Please contact me at 440-925-0744 (Direct) or 440-799-7785 (Cell) if you have any questions.

Sincerely,

R.E. WARNER & ASSOCIATES, INC.

Joseph P. Giacinto
Senior Infrastructure Manager / Project Manager

Attachments: Project Team Organizational Chart - Attachment A
 2025 Hourly Rate Schedule – Attachment B
 Standard Terms and Conditions – Attachment C

cc: Christopher L. Courtney (ccourtney@cwccourtney.com)

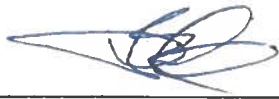


R. E. WARNER

=====

ACKNOWLEDGED AND ACCEPTED

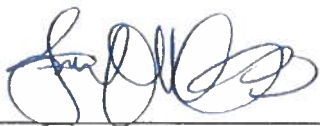
R.E. WARNER & ASSOCIATES, INC.

By 

Theodore A. Beltavski, PE

Title President & Chief Executive
Officer

Date September 5, 2025

By 

Jennifer R. Kalin, RA, LEED AP

Title Market Director –
Commercial/Government

Date September 5, 2025

=====

ACKNOWLEDGED AND ACCEPTED

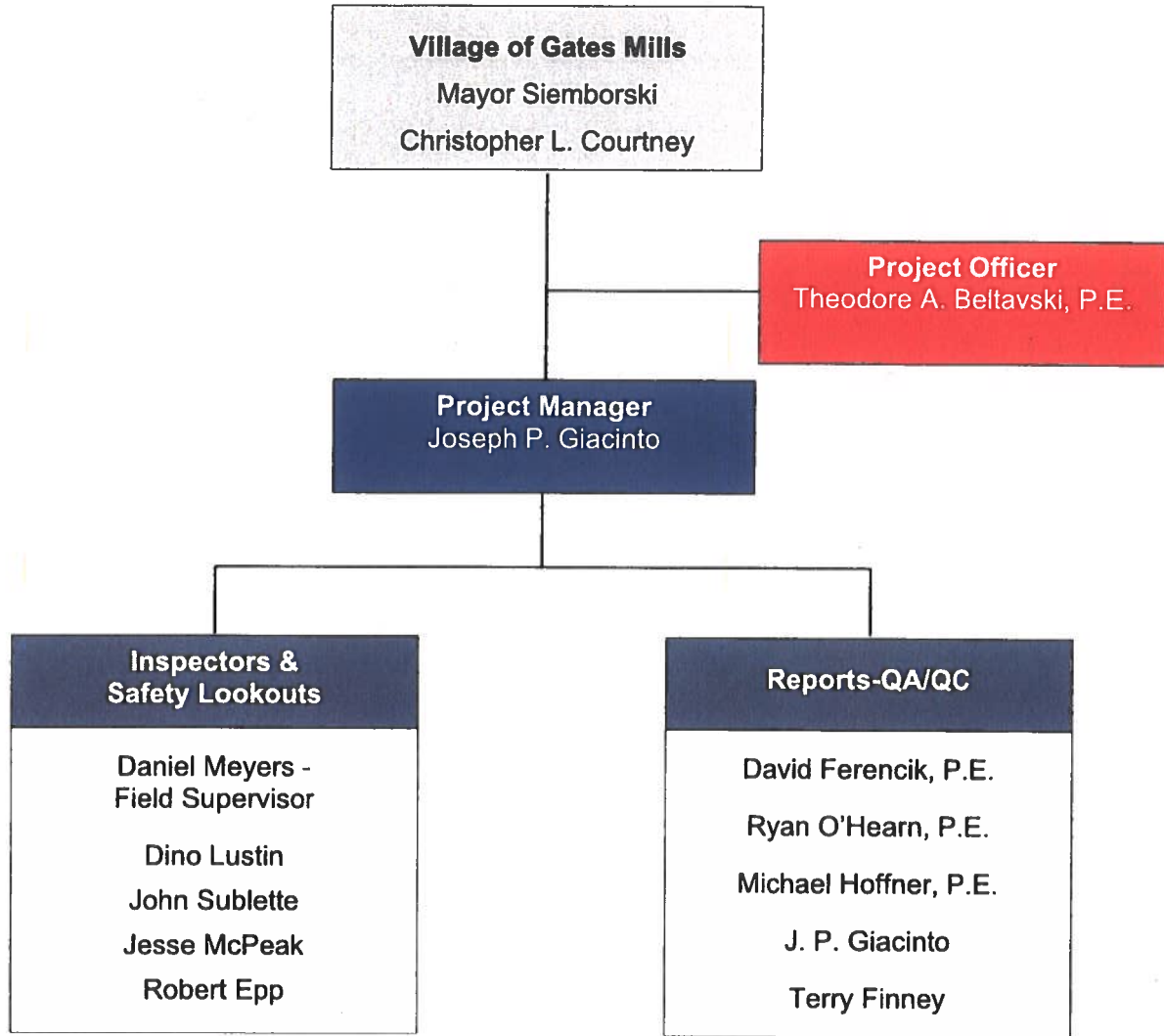
VILLAGE OF GATES MILLS

By _____

Title _____

Date _____

ATTACHMENT A
Project Team Organization Chart





ATTACHMENT B
R.E. Warner & Associates, Inc.
2025 Hourly Rate Schedule

Compensation for office-based personnel shall be in accordance with the following Hourly Rates. These rates include all direct and indirect labor, overhead and profit. Hourly rates for special services or assignments shall be quoted separately.

<u>Description</u>	<u>Standard</u>	<u>Discounted</u>
Principal	\$251.00	\$228.00
Senior Engineering Manager	\$202.00	\$184.00
Senior Project Manager	\$197.00	\$163.00
Senior Project Engineer / Project Leader	\$164.00	\$149.00
Senior Professional II / Senior Designer III	\$150.00	\$136.00
Senior Professional I / Senior Designer II	\$130.00	\$118.00
Professional III / Senior Designer I	\$112.00	\$101.00
Professional II / Designer III	\$102.00	\$92.00
Professional I / Designer II / Senior Project Assistant	\$93.00	\$83.00
Designer I / Project Assistant	\$81.00	\$73.00
One person Survey Crew	\$172.00	\$158.00
Two Person Survey Crew	\$245.00	\$226.00
Laser Scanning/Tracking Crew (1 person)	\$296.00	\$269.00
Laser Scanning/Tracking Crew (2 person)	\$345.00	\$315.00

Premium Charges: Premium charge for client authorized and approved nonprofessional staff overtime shall be 1.25 times hourly rates. No premium charge for professional staff overtime.

Reimbursable Compensation for items of expense or charges incurred in connection with the Project shall be in accordance with the following schedule.

No Charge Items

The following items are included at no additional charge:

- Computer Usage
- Technical Software
- CADD Software
- In-House Reproduction

Vehicle

Automobile—Current IRS Allowance
Truck or Van— Current IRS Allowance
Rental Cars, Taxis, Etc.—Cost Plus 10%

Travel

Air Travel—Cost Plus 10%
Living Expenses (Food & Lodging when required to stay overnight) - Cost Plus 10%

Miscellaneous

Specialized Software and Hardware—As per Proposal
Special Equipment—As per Proposal
Mylar—\$3.50 SF
Outside Consultants—Cost Plus 10%
Specialized Equipment—As Per Proposal
Reproduction

- Larger than 11"x17" in house - \$.10 per SF

Reimbursable Compensation for items of expense or other charges incurred in connection with the project and not scheduled above shall be at cost plus 10%.

These costs are valid for services provided through December 31, 2025.
Charges for services after this date are subject to revision.



PROFESSIONAL SERVICES CONTRACT STANDARD TERMS AND CONDITIONS

1. Agreement.

- 1.1. These Professional Services Contract Standard Terms and Conditions (the "Terms and Conditions") are attached to and supplement the Proposal for Engineering Services (the "Proposal") between R. E. Warner & Associates, Inc. ("R.E. Warner") and the Client (as defined in the Proposal) for the services on the Project (as defined in the Proposal). Together, these Terms and Conditions and the Proposal shall form the agreement between the parties ("Agreement").
- 1.2. To the extent that these Terms and Conditions conflict with the Proposal, the Proposal shall control. In the event of a conflict between the terms of this Agreement and the terms of any other agreement entered into by the parties in connection with the Project, whether written or oral, the terms of this Agreement shall control.
- 1.3. The Proposal and the Terms and Conditions embody the entire agreement between R.E. Warner and Client in connection with the project.

2. Payment.

- 2.1. R.E. Warner shall submit invoices for services rendered and reimbursable expenses incurred as described in the Proposal. Invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the due date.
- 2.2. A service charge of one-and-one-half (1.5) percent of the past due amount per month, may be applied to past due invoices, calculated from the invoice due date. R.E. Warner may, after giving seven (7) days' written notice to Client, terminate this Agreement or suspend services until it has been paid in full all amounts due to it.
- 2.3. R.E. Warner will assume no liability to Client for any costs or damages as a result of any termination or suspension due to non-payment under paragraph 2.2 above. The Client agrees to pay all costs of collection, including reasonable attorney's fees, resulting from Client's failure to make payment in accordance with this Agreement.

3. Standard of Care. In providing services under this agreement, R.E. Warner shall perform in a manner consistent with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession at the same time and in the same or similar locality (the "Standard of Care"). Regardless of any other term or condition of this Agreement, nothing in this Agreement shall require R.E. Warner to perform professional services to a standard that exceeds the Standard of Care and R.E. Warner makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.

4. Timeliness of Performance. Client and R.E. Warner are aware that many factors outside R.E. Warner's control may affect R.E. Warner's ability to complete the services to be provided under this Agreement. R.E. Warner will perform these services with reasonable diligence and expediency consistent with the Standard of Care but is not responsible for delays outside its control.

5. Reuse of Documents: Ownership. R.E. Warner retains ownership of all documents prepared by R.E. Warner, whether or not incorporated into any final work product, as instruments of service. Consultant grants the Client a nonexclusive license to

use documents produced by the Consultant for the sole and exclusive purpose of constructing, using, maintaining, altering, and adding to the Project, provided the Client substantially performs its obligations under this Agreement including payment of all sums when due. If this Agreement is terminated, the license granted in this section shall terminate. Any use or reuse of Consultant's documents absent the Consultant's participation shall be at the sole risk of the Client, who, to the fullest extent permitted by law, shall release, indemnify, defend and hold harmless the Consultant from any and all claims or damages arising from such use.

6. Termination.

- 6.1. Client or R.E. Warner may terminate this Agreement for any reason upon giving the other party twenty (20) calendar days' written notice.
- 6.2. In the event the Agreement terminates for any reason, Client shall pay R.E. Warner for all services rendered and all reimbursable costs up to the effective date of termination. In addition, where Client terminates for convenience, Client shall pay R.E. Warner for all expenses reasonably incurred by R.E. Warner in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination.

7. Defects in Service. Client shall promptly report to R.E. Warner any defects or suspected defects in R.E. Warner's services. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by Client and Client's contractors or subcontractors to notify R.E. Warner shall relieve R.E. Warner of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

8. Indemnification.

- 8.1. R.E. Warner shall, to the fullest extent permitted by law, indemnify and hold Client and its officers, directors, and employees harmless from and against damages or losses, but only to the extent caused by negligent performance of professional services under this Agreement by R.E. Warner or anyone for whom R.E. Warner is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that R.E. Warner has no duty to defend the Client from and against any claims, causes of action, or proceedings of any kind.
- 8.2. Client shall, to the fullest extent permitted by law, indemnify and hold harmless R.E. Warner, its officers, directors, employees, and subconsultants against all damages or liabilities, to the extent caused by Client's negligent acts, errors, or omissions in connection with the Project, as well as the acts, errors, or omissions of anyone for whom Client is legally liable.
- 8.3. Neither the Client nor R.E. Warner shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or that of any other party for whom the indemnifying party is not legally liable.
9. Controlling Law; Jurisdiction; Venue. Client and R.E. Warner agree that this Agreement and any legal actions concerning its

validity, interpretation, and performance shall be governed by the laws of Ohio without regard to any conflict of laws provisions, which may apply to the laws of other jurisdictions. It is further agreed that any legal action between the Client and the R.E. Warner arising out of this Agreement or the performance of the services shall be brought solely in a court of competent jurisdiction in Ohio.

10. Assignment.

10.1. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by R.E. Warner as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

10.2. Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than parties hereto.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

12. Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding.

13. Waiver. The failure or delay of either party to insist upon a strict performance of any right hereunder shall not be deemed a waiver of any rights or remedies that either party may have nor a waiver of any subsequent breach or default in any of such agreements, terms, covenants, or conditions.

14. Limitation of Liability. To the maximum extent permitted by law, Client agrees to limit R.E. Warner's liability for Client's damages to not exceed the final total of this Agreement, whichever is greater (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of insurance proceeds actually available to R.E. Warner for the claim at issue at the time of settlement or final judgment. This limitation shall apply regardless of the cause of action or legal theory pled, claimed, or asserted.

15. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor R.E. Warner, their respective officers, directors, partners, employees, contractors or subconsultants, shall be liable to the other or make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including without limitation negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and R.E. Warner shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

16. Third-Party Beneficiaries. R.E. Warner's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the R.E. Warner because of this Agreement or the performance or nonperformance of services hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or R.E. Warner. Client and R.E. Warner agree to require a similar provision in all contracts with other entities involved in this

Project to carry out the intent of this provision.

17. Betterment. If a required item or component of the Project is omitted from R.E. Warner's deliverables, R.E. Warner shall not be responsible for the cost required to add or correct such item or component to the extent the cost would have been incurred had the item, component, or service been included in the original deliverables. In no event will R.E. Warner be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

18. Hazardous Materials. R. E. Warner shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form. Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless R. E. Warner and its officers, directors, employees, agents and subconsultants from and against any and all claims arising out of or in any way connected with any hazardous materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of R. E. Warner.

19. Force Majeure. Any delays in or failure of performance by either party under this Agreement, or any other agreement executed in connection therein, shall not constitute default hereunder or give rise to any claims for damages against said party if and to the extent caused by occurrences beyond the control of the party affected.

20. Insurance. During the term of this Agreement, R. E. Warner agrees to provide evidence of insurance coverages as listed on the attached Certificate of Liability Insurance.

21. Certification, Guarantees, Warranties. R. E. Warner shall not be required to execute any document that would result in R. E. Warner certifying, guaranteeing or warranting the existence of any conditions. R. E. Warner makes no warranty either express or implied as to R. E. Warner's findings, recommendations, plans, specifications, drawings, or professional advice. The Client recognized and accepts that R. E. Warner owes no fiduciary responsibility to the Client.

22. Dispute Resolution. Claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a condition precedent to formal binding dispute resolution. Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. Costs of mediation shall be equally borne by R.E. Warner and Client. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. If such matter relates to or is the subject of a lien arising out of R.E. Warner's services, R.E. Warner may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any action unresolved through mediation shall be subject to litigation in accordance with Paragraph 9 above. This provision shall survive and continue after execution and delivery of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The James B. Oswald Company 950 Main Avenue, Suite 1800 Cleveland OH 44113		CONTACT NAME: Amanda Klemm PHONE (A/C, No, Ext): 216-777-6140 FAX (A/C, No): 216-839-2815 E-MAIL ADDRESS: aklemm@oswaldcompanies.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Underwriters Ins. Co.	
		INSURER B: NUTMEG INS CO	
		INSURER C: Sentinel Insurance Company Ltd	
		INSURER D: XL Specialty Insurance Co.	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1175602743**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ All Primary & ☒ Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER	Y	Y	45 SBW AT5D5T	8/22/2025	8/22/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ All Primary ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	45 UEG GC9775 DD	8/22/2025	8/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB DED ☒ RETENTION \$ \$10,000	Y	Y	45 SBW AT5D5T	8/22/2025	8/22/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Excludes Professional \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	45 WEG AU7UZ7	8/22/2025	8/22/2026	☒ PER STATUTE ☒ OTH-ER Ohio Stop Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Claims Made Retro Date: 01/01/1951	N	Y	DPR5046905	8/22/2025	8/22/2026	Each Claim Aggregate Pollution & Envir. \$5,000,000 \$7,000,000 Liability Incurred

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

R.E. Warner & Associates, Inc.
25000 Country Club Blvd, Suite 340
North Olmsted, OH 44070

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE