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**VILLAGE OF GATES MILLS  
COUNCIL AGENDA  
MARCH 17, 2026  
5:30 p.m.**

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

1. Roll call.
2. Minutes of Regular Council meeting of February 17, 2026. Clerk.
3. Pay Ordinance # 1307 \$823,239.44. Clerk.
4. Mayor's Report. Mayor.
  - a. Aging Well.
  - b. 200<sup>TH</sup> Anniversary.
  - c. Arboretum.
  - d. 2026 Priorities.
  - e. Ohio Capital Budget Application.
  - f. Pedestrian Bridge.
5. Financial Report. Mayor.
6. Clerk's Report. Clerk.
7. Treasurer's Report. Spear.
8. Police Department Report. Minichello.
9. Service Department Report. Biggert.

Motion to authorize the re-advertisement for competitive bids for the Village's 2026 Guardrail Program.
10. Fire Department Report. Majeski.
11. **Ordinance No. 2026-17** Mayor.

An Ordinance Authorizing All Actions Necessary to Accept Northeast Ohio Public Energy Council (NOPEC) 2026 Energized Community Grant.

12. **Resolution No. 2026-18**

Mayor.

A Resolution Authorizing the Mayor to Enter Into a Phase II Stormwater Services Agreement with the Cuyahoga County Board of Health for Authority and Consent to Provide Phase II Stormwater Services in 2026 and 2027.

13. **Resolution No. 2026-19**

Mayor.

A Resolution Authorizing the Mayor to Enter Into a Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District and the Northeast Ohio Regional Sewer District for the Provision of Technical Assistance for the Village of Gates Mills' Compliance with the Ohio EPA's National Pollutant Discharge Elimination System ("NPDES") Permit Requirements.

14. **Resolution No. 2026-20**

Mayor.

A Resolution Accepting the Bids of Specialized Construction, Inc. and Ronyak Paving, Inc. and Awarding Two Contracts for the 2026 Road Program; and Declaring an Emergency.

15. **Resolution No. 2026-21**

Greco.

A Resolution Authorizing the Mayor to Enter Into a Second Amendment to the Indenture of Lease with Smythe Cramer Co., DBA Howard Hanna, for Office Space at 1501 Chagrin River Road.

16. Executive Session.

17. Council Discussion.

18. Business from the Audience.

19. 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**  
**February 17, 2026**

A regular meeting of the Council of the Village of Gates Mills, Ohio was held at the Community House on Tuesday, February 17, 2026, at 5:30 p.m. with Mayor Siemborski presiding. The meeting was live-streamed to the internet.

1. Roll Call starts at 5:50

Councilmembers present: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.

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

2. Minutes of Regular Council Meeting of January 20, 2026 starts at 6:00

Councilmember Steinbrink moved to approve the January 20, 2026 minutes and Councilmember Broome seconded the motion.

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.  
Nays: None  
Motion carried.

3. Pay Ordinance # 1306 \$679,010.52 starts at 6:34

Councilmember Broome moved to approve Pay Ordinance #1306, and Councilmember Greco seconded the motion.

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.  
Nays: None  
Motion carried.

4. Mayoral Appointments to Boards, Commissions and Committees starts at 7:09

**Planning & Zoning Commission for Term Ending 12/31/2027:**

*Kendra Howley (fill unexpired term of Emily Hamilton ending 12/31/27)*

Councilmember Broome moved to approve the Mayoral Appointment to the Planning & Zoning Commission. Councilmember Steinbrink seconded the motion.

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.  
Nays: None  
Motion carried.

**Other Committees** - see Committee listing

Mayor Siemborski asked Councilmembers to submit by February 28 their desire to serve on other committees or make suggestions of residents with expertise to serve on other committees. A final Committee Listing will be presented at the March meeting.

#### 5. Gates Mills Land Conservancy Report to Council starts at 8:52

Under the agreement between the Village and the Land Conservancy, on a semiannual basis the Conservancy updates Council on its activities. Conservancy President Jamie Carracher read the written report covering the last six months of 2025 previously provided in Council's packet and on the website.

Mr. Carracher corrected the 2025 levy fund receipts from the village amount listed on page 3 of the report. It should read \$142,279 - not \$122,279.

Questions and comments starts at 19:04:

Greco - Do you think it might be a good idea to add to your website things individuals could be doing on their own properties to remove and identify invasives?

Carracher - Definitely. Not wanting to replicate expertise from entities that do it better, providing links to that information is our focus, as well as sponsoring events where folks can come and learn.

Broome - The Conservancy has submitted the EQIP funding request not only for funding reasons but to learn the application process in order to become a resource for helping other residents apply for EQIP money.

Perez - Is there an estimated timeframe for completion of the conservation easements on the first two properties?

Carracher - Filing the documentation is complete. Councilmember Broome is our expert on the other necessary processes.

Broome - We can't hold both the title to the property and the easement, or they merge. So we have to transfer it to a LLC in which the Conservancy has 100% ownership. The property becomes taxable again, and we have to apply for the tax exemption at the County again. This can take a while to happen as the County has many applications and transfers. Ideally, we like to get it done before tax bills come due, because then the Conservancy would have to pay something out and have to apply for a refund. We think we can get these two properties done before the end of the year, then do an offset. We waited until just before the end of last year to file the deeds and file the conservation easement to give us the most time to get processed by the County.

Perez - And then are you staggering the other 55 properties across that 5-year period?

Carracher - Yes, but it won't be 55. It will be 20ish and only on our fee owned properties. Some properties we already own conservation easements on, yet we don't own the property. Some properties we own, but conservation easements are held by others. Some are too small.

Young - How much does the EQIP program provide for invasive removal once an applications is approved?

Carracher - Estimates 60% to 80% of the costs will be reimbursed once the work is completed.

Steinbrink - Going forward, any new purchase of a property by the Conservancy will go through this new process?

Carracher - Correct.

Broome - In the Comprehensive Plan, people said one of the most important things is keeping the village the way it is, and the Conservancy is probably the most consequential organization to keep the village the way it is.

Siemborski - The Conservancy and the village can accomplish a lot more working together than doing it individually. We now have access and cooperation with the Metro Parks, Chagrin River Watershed Partners, and Holden Arboretum. We're aware of grants that are out there either to a municipality that a nonprofit isn't entitled to or the opposite - a nonprofit, such as the Conservancy, that a municipality isn't able to have. It's nice to have both organizations moving in the same direction.

6. Mayor's Report starts at 27:06

a. Aging Well

For six months the Aging Well group has acted informally, and it is now appropriate to organize the group as a committee for the purpose of analyzing the community needs of the village's aging population including supplementing the services to be provided by the Community Partnership on Aging (CPA). For example, starting in March, we will have a luncheon or breakfast once a month led by a village leader, and senior residents will have a chance to hear what's happening and raise questions on topics of their choosing. Baking Christmas cookies at the Community House and doing intergenerational activities with students from local schools are other examples.

Moved to Agenda Item No. 18. **Resolution No. 2026-16 (First Reading)**

"A Resolution Confirming the Mayor's Formation of an Ad Hoc Committee to be Known as the "Aging Well Committee" and the Appointees Thereto and Declaring an Emergency" was read by Councilmember Broome. Since we've already approved the contract with CPA and everyone is ready to get working, and given the quality of the appointees, there is no useful purpose to subject this to three readings.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2026-16 be placed on its final passage. Councilmember Greco seconded the motion.

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.

Nays: None

Motion carried.

Councilmember Broome moved to approve Resolution No. 2026-16, and Councilmember Greco seconded the motion.

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.

Nays: None

Motion carried.

b. 200th Anniversary - starts at 34:25

A gathering of leaders of 11+ village organizations and other individuals met to share any 200th anniversary plans in the making, and we came to realize that we will have a series of activities happening every month for the next 6-8 months. Activities will be published under one umbrella with a new 200th anniversary logo. Summary info will go out to Council in a couple days. Council will probably be asked for a variance on our very strict signage ordinance, so we can appropriately enjoy the celebratory nature of this historic event. Anyone interested in joining or attending the group meetings is welcome. Meetings are on Zoom as well as in person.

c. Arboretum - starts at 38:16

The Arboretum, started in 1935 and tended to by the Garden Club for the last 90 years, is in year two of the invasive elimination program. The Garden Club engaged landscape artist Patty Crow to lay out a wildflower preserve. Her work was presented last week - it divides the Arboretum into seven planting zones and identifies what plants will go in what zone. It calls for tree thinning for additional light and air, completion of trails, and replacement of steps - these items will be completed by village crews. Once completed, the Garden Club has committed to plant 2,200 flowers to finish the renovation of the Arboretum as a contribution to our 200th anniversary. The Mayor is inclined to prepare a pamphlet with project details.

d. 2026 Priorities - starts at 43:19

The Mayor has heard comments from a few Councilmembers since circulating at the last meeting the draft 2026 priorities - a listing of three strategic priorities and 6-7 tasks for each of those priorities.

Within the Safety priority, Councilmember comments indicate item 5 (Renovate Police locker room and evaluate squad room) and item 6 (Evaluate Town Hall and future needs) require some conversation. The police locker room and squad room are in the basement of Town Hall and are the same ones that were there when the building was built 90 years ago with few upgrades along the way. We don't have separate men's and women's facilities. The squad room, where police work and file reports and do research, is essentially a computer desk or two in the hallway. Perhaps the first step is to have a professional tell us what we can do with the space we currently have and then how we move from there. The building is historically important. It looks attractive from the outside. Once you get inside, it's a difficult building to move around in. There are no elevators. There's limited ADA access. This is something that needs to be evaluated this year.

Putting together a 3-5 year financial plan has been discussed for inclusion as a 2026 priority. We now know the fire truck cost and soon will have an estimate for fixing the railroad bridge. Other commitments could need attention, such as Town Hall, and we should determine how those fit in over the next 3-5 years.

Comments and questions start at 48:40:

Onysko - Yesterday he had the opportunity to use the Town Hall Coordinators work area for a meeting. What they were doing in that small space - with a beeping generator cooled by opening a window - is mind boggling. He is a big proponent of the need for bigger changes. Wouldn't we be better off to look at something that is a more robust plan than renovating a building that's 100 years old? It's hard to make a 100 year old building work for what we are doing. We are not the same organization as we were 100 years ago. Having seen the basement of Town Hall, the conditions by which we force our heroes of our community to work are horrible and inhumane.

Perez - Last year the Mayor provided a ranking of where the priorities were in terms of completion. It was helpful and if we're able to get that again, it would be great.

Siemborski - We are going to, as well as the Annual Report. The draft 2026 priorities will be reworded a bit, we'll add the 3-5 year plan as another matter, let me know if anybody has any word smithing, and we'll publish these as what our 2026 priorities are for the village.

7. Financial Report attached and on the website starts at 53:39

Mayor Siemborski reported we are off to a good start in January. It's one month. It's cash basis. It's government accounting. There will be fluctuations. Real estate tax receipts will be down significantly in February to be made up by March - due to later tax bill mailings by the County.

Councilmember Onysko has observed the unpredictability of cash receipts collected by the village has no semblance to how he would manage cash flow in a business. Finance Administrator Mulh shared last year in February our real estate tax advance was \$700,000. This year in February it was \$135,000.

8. Clerk's Report - None

9. Treasurer's Report starts at 57:15

Treasurer Spear is not getting any information on a constitutional amendment to eliminate real estate tax, although the Governor has sounded the alarm. If you know anything, please let him know.

The Treasurer attended a hearing in Columbus on HP503 - a proposal to wrest away from the village some of the fluidity it has on tax credit on income tax.

Finally, after circulating a summary on real estate tax last month, he has prepared a similar summary on how income tax works. It will give you a good sense of where our taxes fit relative to every other community.

The Mayor stressed the importance of HP503 because the village has very few ways to move quickly should it find itself in a financial shortfall. One lever that we do have, which we've never used, is adjusting the tax credit that is applied to income tax. The state desires to take away that right of Council, to require the citizens to decide, and to reduce taxes on individuals.

10. Police Department Report attached and on the website starts at 1:00:30

Chief Minichello reported the cold and snowy weather made for a rough January out on the road for our officers. In just two days there were 18 disabled vehicles needing assistance despite the best efforts the service dept put forth to clear the roads.

The Mayor commended everybody on the service, fire, EMS, and police teams for their tremendous support over the last four weeks of weather.

11. Service Department Report attached and on the website starts at 1:03:49

In response to Councilmember Perez asking where we stand with current salt and delivery challenges, Service Director Biggert reported, as of today, we're fine. The bins are about 80% full, and we have a minimum of 400 tons more we have to buy for the season. We did have an issue. Why? Cargill did not mine enough salt and process it in a timely fashion. They did not have enough trucks or truckers to deliver the salt. The State's salt needs take preference, so they lock all the salt down when storms like these arise. Our orders for about 400 tons were 3 weeks behind. Fortunately a nearby community loaned us 3 truckloads of salt that we returned when our orders arrived.

Mike Sanders, who replaced retired Ted Zalewski, is working on his CDL and will be prepared to plow the hills next year in the bigger trucks. He is very talented and very happy to be with us. Unfortunately one of our guys fractured his knee and will not return until early March as of now.

Councilmember Broome assumes winter's blow to our roads will require an assessment to see if we have to adjust the road program. The Service Director agreed. Our five-year road program layout is looked at each year to determine any need to juggle a particular road from one year to another.

Village Engineer Courtney addressed the dam remnant removal project. Under a grant administered by the Chagrin River Watershed Partners, the removal of the remaining Chagrin River dam structures is moving ahead. A closer look is necessary to assess if one piece of the dam may remain for historical and stability reasons along the west side of the river where the memorial rock is. The project will be done by Davey Resource Group, sole bidder on the project and who we've dealt with on the downtown riverbank stabilization project, in July/August of this year and should take about 3 weeks. Councilmember Steinbrink asked if damage to Chagrin River Road is foreseen with hauling additional weight on the road. The Village Engineer will discuss with Davey. It won't be any more weight than a normal load allowed on the road right now. He doesn't anticipate Davey building a ramp down into the river - rather they'll be picking things up and they'll close a lane closest to the river to load stuff up and take it out.

Salt Bin - Postponed until the next meeting.

12. Fire Department Report attached and on the website starts at 1:11:58

Fire Chief Majeski reported we were notified by the State Fire Marshal that our 70% grant for two of our candidates who attended fire school last year came in. The village is going to be reimbursed \$6,940. Captain Feig also submitted for an equipment grant from the State Fire Marshal's office, but we will not be notified until later this year. We are investigating a grant through the Bureau of Workman's Comp for turnout gear.

The Mayor recalled a prior Council's agreement to pay for training individuals in our cadet program was considered an investment necessary to start the program up again, because the cost of entry can be out of reach for individuals nowadays. If there's something we can do as a community to grow a pool of first responders, we should consider it.

Regarding the mutual aid response to 27600 Chardon Road, the Fire Chief explained under our regional program we are in mutual aid and automatic aid to other communities who in turn give us mutual aid. For example, when we have an actual fire call here in GM, the EMS squad comes from Willoughby Hills. In return for that service, we are automatic aid for some of their areas. As they fill these boxes through dispatch, if there's a company that's already committed to another call or can't respond because they're out on EMS calls, they go to the next company. A lot of times that's how we're being captured in these boxes.

13. Committee Updates starts at 1:16:30

a. Broadband (Chairperson Deacon/Village Engineer/Councilmember Onysko)

Monthly progress meetings on the second Thursday of each month at 2 p.m. have started. Last Thursday we covered:

- Progress - CVG has made it from Chagrin River Road to Beverly and they've started going up Beverly after resolving some equipment maintenance issues.
- Problems - Cleanup of extra drilling fluid. Scheduling their crews and not advising us where they're going to be working.
- 16-week look ahead schedule - Beverly, Chagrin River Road, Epping, Deerfield, Berkshire, Chelsea, Sudbury, Kenwyn, SOM Center, Dorchester, Mayfield, Carpenter, Old Mill, Glenwood, Colvin, and Glen Echo. This schedule is weather, equipment breakdown, and subsurface condition dependent.
- Deliverables list - Are CVG and the village meeting their different obligations under the agreement?
- Communication - What to expect during construction can be found on the village website and in a letter from CVG entitled Happy Holidays. Another CVG communication will go out soon once reviewed.

Be aware there is a provider out there who's promoting "fiber power". That means fiber is upstream and not to the home. CVG is providing fiber to the home. There is going to be a lot of misinformation coming now, as companies don't want to lose their business to something that is so affordable and to the home. Be careful. Don't

sign up for a long-term contract with anyone else until you at least talk to CVG, or contact Councilmember Onysko. He will be happy to examine your bills and tell you exactly what's going to happen and what's different.

Many residents are asking when they can expect better internet at their home. CVG is putting together a map that will break the village up into 6-8 areas and will indicate within each area a rough date when you can expect to have internet service.

Councilmember Broome recalled CVG's initial standard to the home will be one gigabit. Councilmember Onysko stated that as standards increase, up to 10 gigabits is possible without backend infrastructure changes, and the fiber coming to the home is capable of 25 gigabits. Chairperson Deacon added we don't have it in writing, but CVG has stated they will not charge a fee for increasing gigabits to new standards.

Councilmember Perez requested a report next month on the uptake in participation. Ms. Deacon advised CVG has received calls and questions, but not a lot of uptake, because the village and elementary school will be done first. CVG does not want a lot of signups early on, because people get anxious about waiting.

b. Land Conservation Levy Committee (Mayor Siemborski) - starts at 1:30:18

Since the Committee was authorized last month, Committee Members Turner and Young, the Mayor, and the Land Conservancy met on February 9. The Land Conservancy presented their views of what the needs were in the village. No decisions were made. No actions were taken. Committee Members Turner and Young and the Mayor met again on February 13 and discussed their reaction to the meeting and what they thought some of the needs were of the levy. Those topics included invasives and the need to continue the invasives program and broadening the number of people we work with using partnerships like EQIP, MetroParks, etc. They talked about access to properties, the number of acres that could be covered, legal stewardship, easements, and deed restrictions. They agreed to put together their thoughts on a sheet of paper and meet again on February 23. At that time the Committee will finalize the paper, and that could be the basis for conversation with Council and a conversation with the Land Conservancy.

14. **Motion** to name Janet Mulh as designee for Certified Public Records Training on March 18, 2026, for the Elected Officials of the Village of Gates Mills starts at 1:32:29

Councilmember Steinbrink moved to designate Janet Mulh to take Certified Public Records Training for the elected officials of Gates Mills on March 18, 2026. Councilmember Greco seconded the motion. Thank you Janet!

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.  
Nays: None  
Motion carried.

15. **Ordinance No. 2026-13 (Revised) (First Reading)** starts at 1:33:12

"An Ordinance to Amend the Annual Appropriation Ordinance No. 2025-51 to Increase Certain Appropriations and Other Expenditures of the Village of Gates Mills, Ohio for the Fiscal Year Ending December 31, 2026" was read by Councilmember Broome.

The Mayor stated this allows us to increase the 2026 annual appropriation amount approved in December - and is different from transfers and spending money. Technology approved by Council last year but not spent amounts to \$43,775 and must be reappropriated this year from the General Fund to the Admin Dept Other Expense. The fire truck contract is now in place and it's time to start putting aside the money by first appropriating \$596,500 from the General Fund to the Safety Fund.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Ordinance No. 2026-13 be placed on its final passage. Councilmember Greco seconded the motion.

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.  
Nays: None  
Motion carried.

Councilmember Broome moved to approve Ordinance No. 2026-13, and Councilmember Perez seconded the motion.

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.  
Nays: None  
Motion carried.

16.. **Resolution No. 2026-14 (First Reading)** starts at 1:36:21

“A Resolution Authorizing and Directing the Transfer of Certain Sums from the General Fund to the Safety Fund” was read by Mayor Siemborski. Now that Council appropriated the fire truck amount in the previous ordinance, we need to resolve to put aside last years surplus and then something every month.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2026-14 be placed on its final passage. Councilmember Greco seconded the motion.

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.  
Nays: None  
Motion carried.

Councilmember Broome moved to approve Resolution No. 2026-14, and Councilmember Turner seconded the motion.

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.  
Nays: None  
Motion carried.

17. **Resolution No. 2026-15 (First Reading)** starts at 1:38:25

“A Resolution Authorizing the Mayor to Enter Into an Agreement with Better Meadows & Woodlands, LLP, and Cleveland MetroParks for Services Regarding the Village’s Ongoing Invasive Species Control Program; and Declaring an Emergency” was read by Councilmember Turner. This is a continuation into the second year of our three-

year project for removing invasives. We're also adding two parcels - what was known as Founders Field and another location. The cost for village owned property is \$52,498.

MetroParks is extending the work they're doing on their own property along Sherman Road. It's easier for them if we make their portion a part of our project for which they will reimburse \$34,807 to the village for their share.

Acting Law Director Mack advised that Law Director Hunt preferred a three-party agreement with Better Meadows and MetroParks for the total cost of \$87,305.

Councilmember Turner moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2026-15 be placed on its final passage. Councilmember Steinbrink seconded the motion.

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.

Nays: None

Motion carried.

Councilmember Turner moved to approve Resolution No. 2026-15 and Councilmember Broome seconded the motion.

Ayes: Broome, Greco, Onysko, Perez, Steinbrink, Turner, Young.

Nays: None

Motion carried.

18. **Resolution No. 2026-16 (First Reading)** - see 27:06

19. Council Discussion starts at 1:44:23

Councilmember Onysko had hoped Law Director Hunt would bring to the meeting tonight alternate verbiage for "declaring an emergency" with its negative connotation. Acting Law Director Mack will bring that to his attention.

20. Business from the Audience - None

21. Adjourn

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

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Steven L. Siemborski, Mayor



**Payment Listing**

February 2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
10-2026	01/07/2026	01/07/2026	CH	CLEVELAND ILLUMINATING CO.	\$1,113.95 *	C
	Purpose:	MILLS BUILDING				
10-2026	02/13/2026	02/13/2026	NEG ADJ	CLEVELAND ILLUMINATING CO.	-\$1,113.95	C
	Purpose:	reimbursed by sara's				
54-2026	02/03/2026	02/04/2026	CH	PRIME PAY	\$105,045.57	C
	Purpose:	DIRECT DEPOSIT AND TAXES 2026-3				
55-2026	02/03/2026	02/04/2026	CH	DIVISION OF WATER	\$9.90	C
	Purpose:	1471 CHAGRIN RIVER RD				
56-2026	02/03/2026	02/04/2026	CH	DIVISION OF WATER	\$9.90	C
	Purpose:	OBT BUILDING				
57-2026	02/03/2026	02/04/2026	CH	DIVISION OF WATER	\$9.90	C
	Purpose:	FLOWER BOXES - SOUTH BRIDGE				
58-2026	02/03/2026	02/04/2026	CH	DIVISION OF WATER	\$9.90	C
	Purpose:	WASTEWATER PLANT				
59-2026	02/03/2026	02/04/2026	CH	DIVISION OF WATER	\$19.45	C
	Purpose:	SERVICE GARAGE				
60-2026	02/03/2026	02/04/2026	CH	DIVISION OF WATER	\$63.30	C
	Purpose:	VILLAGE HOUSE GLENWOOD				
60-2026	02/09/2026	02/09/2026	NEG ADJ	DIVISION OF WATER	-\$63.30	C
	Purpose:	REIMBURSED BY MINICHELLO				
61-2026	02/03/2026	02/04/2026	CH	DIVISION OF WATER	\$341.54	C
	Purpose:	MILLS COMMON				
62-2026	02/03/2026	02/04/2026	CH	DIVISION OF WATER	\$1,353.12	C
	Purpose:	POST OFFICE				
63-2026	02/04/2026	02/04/2026	CH	THE HARTFORD	\$219.54	C
	Purpose:	LIFE INSURANCE PREMIUM				
64-2026	02/04/2026	02/04/2026	CH	EQUIVEST	\$2,776.00	C
	Purpose:	DEFERRED COMP				
65-2026	02/04/2026	02/04/2026	CH	OHIO DEFERRED COMP	\$1,295.00	C
	Purpose:	ROTH CONTRIBUTIONS				
66-2026	02/04/2026	02/04/2026	CH	OHIO DEFERRED COMP	\$7,644.63	C
	Purpose:	DEFERRED COMP				

**Payment Listing**

February 2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
67-2026	02/05/2026	02/06/2026	CH	CHASE BANK	\$2.50	C
	Purpose:	ACH FEE				
68-2026	02/05/2026	02/06/2026	CH	CLEVELAND ILLUMINATING CO.	\$436.25	C
	Purpose:	TRAFFIC LIGHTS				
69-2026	02/05/2026	02/06/2026	CH	CLEVELAND ILLUMINATING CO.	\$494.76	C
	Purpose:	STREET LIGHTS				
70-2026	02/06/2026	02/06/2026	CH	CLEVELAND ILLUMINATING CO.	\$342.81	C
	Purpose:	WASTEWATER PLANT				
71-2026	02/06/2026	02/06/2026	CH	MAYFIELD VILLAGE	\$24,361.37	C
	Purpose:	COLLECTIONS FOR AMBULANCE RUNS				
72-2026	02/09/2026	02/09/2026	CH	CHARTER COMMUNICATIONS	\$62.18	C
	Purpose:	CABLE				
73-2026	02/09/2026	02/09/2026	CH	VERIZON WIRELESS	\$656.05	C
	Purpose:	CELL SERVICES				
74-2026	02/10/2026	02/09/2026	CH	OPERS PUBLIC EMPLOYEES	\$37,252.30	C
75-2026	02/10/2026	02/09/2026	CH	OHIO POLICE & FIRE PENSION	\$47,589.33	C
76-2026	02/10/2026	02/10/2026	CH	CINTAS CORPORATION #259	\$1,051.12	C
	Purpose:	SERVICE UNIFORMS				
77-2026	02/10/2026	02/10/2026	CH	ENBRIDGE GAS OHIO	\$224.00	C
	Purpose:	TOWN HALL				
78-2026	02/10/2026	02/10/2026	CH	ENBRIDGE GAS OHIO	\$396.00	C
	Purpose:	MILLS BUILDING				
79-2026	02/11/2026	02/11/2026	CH	CLEVELAND ILLUMINATING CO.	\$101.52	C
	Purpose:	CARPENTER RD				
80-2026	02/11/2026	02/11/2026	CH	CLEVELAND ILLUMINATING CO.	\$103.41	C
	Purpose:	CHAGRIN RIVER RD BRIDGE				
81-2026	02/11/2026	02/11/2026	CH	CLEVELAND ILLUMINATING CO.	\$103.90	C
	Purpose:	FOX HILL & MAYFIELD CAM				
82-2026	02/11/2026	02/11/2026	CH	CLEVELAND ILLUMINATING CO.	\$129.58	C
	Purpose:	BURTON COURT				
83-2026	02/11/2026	02/11/2026	CH	CLEVELAND ILLUMINATING CO.	\$196.28	C
	Purpose:	SERVICE GARAGE				

**Payment Listing**

February 2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
84-2026	02/11/2026	02/11/2026	CH	CLEVELAND ILLUMINATING CO.	\$1,204.95	C
	Purpose:	MILLS BLDG				
84-2026	02/13/2026	02/13/2026	NEG ADJ	CLEVELAND ILLUMINATING CO.	-\$760.81	C
	Purpose:	REIMB BY SARA'S				
85-2026	02/12/2026	02/13/2026	CH	PRIME PAY	\$1,169.69	C
	Purpose:	2025 W-2S AND PAYROLL PROCESSING				
86-2026	02/12/2026	02/13/2026	CH	CLEVELAND ILLUMINATING CO.	\$46.74	C
	Purpose:	1140 CHAGRIN TRF LIGHT				
87-2026	02/12/2026	02/13/2026	CH	CLEVELAND ILLUMINATING CO.	\$648.66	C
	Purpose:	COMMUNITY HOUSE				
88-2026	02/13/2026	02/13/2026	CH	CLEVELAND ILLUMINATING CO.	\$105.46	C
	Purpose:	MAYFIELD & CARPENTER				
89-2026	02/12/2026	02/13/2026	CH	ENBRIDGE GAS OHIO	\$624.02	C
	Purpose:	COMMUNITY HOUSE				
90-2026	02/17/2026	02/17/2026	CH	PRIME PAY	\$79,650.38	C
91-2026	02/17/2026	02/17/2026	CH	ISOLVED INC.	\$450.00	C
	Purpose:	COBRA NOTICES SERVICE - ANNUAL FEE				
92-2026	02/17/2026	02/17/2026	CH	HOME DEPOT CRC	\$178.19	C
	Purpose:	OUTLETS, CLEANING SUPPLIES, LIGHTING STRIPS, PIPE FITTING, ADAPTERS, RAKE				
93-2026	02/20/2026	02/23/2026	CH	CIGNA HEALTHCARE	\$66,651.45	C
	Purpose:	HEALTH, DENTAL AND VISION PREM W/ ADJ FOR NEW RATES FROM JAN				
94-2026	02/19/2026	02/23/2026	CH	EQUIVEST	\$2,776.00	C
	Purpose:	DEFERRED COMP				
95-2026	02/20/2026	02/23/2026	CH	OHIO DEFERRED COMP	\$7,372.00	C
	Purpose:	DEFERRED COMP				
96-2026	02/20/2026	02/23/2026	CH	OHIO DEFERRED COMP	\$1,295.00	C
	Purpose:	ROTH				
97-2026	02/20/2026	02/23/2026	CH	CUYAHOGA COUNTY TREASURER	\$19,313.56	C
	Purpose:	MILLS BLDG, WASH HOUSE, GATES MILLS BLVD, CELL TOWER/CARPENTER				
97-2026	02/27/2026	02/27/2026	NEG ADJ	CUYAHOGA COUNTY TREASURER	-\$2,570.57	C
	Purpose:	REIMBURSED BY WASH HOUSE				
98-2026	02/20/2026	02/23/2026	CH	CUYAHOGA COUNTY TREASURER	\$3,890.65	C
	Purpose:	7959 BATTLES RD FIRST HALF RE TAX				

**Payment Listing**

February 2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
99-2026	02/20/2026	02/23/2026	CH	CLEVELAND ILLUMINATING CO.	\$98.58	C
	Purpose:	OBT BUILDING				
100-2026	02/20/2026	02/23/2026	CH	CLEVELAND ILLUMINATING CO.	\$945.34	C
	Purpose:	TOWN HALL				
101-2026	02/23/2026	02/23/2026	CH	CLEVELAND ILLUMINATING CO.	\$140.40	C
	Purpose:	OLD MILL CHRISTMAS				
102-2026	02/23/2026	02/23/2026	CH	CLEVELAND ILLUMINATING CO.	\$1,371.67	C
	Purpose:	TOWN HALL				
103-2026	02/23/2026	02/23/2026	CH	SAM'S CLUB	\$263.57	C
	Purpose:	BATH TISSUE/TOWELS FOR MILLS/COMM HOUSE				
104-2026	02/23/2026	02/23/2026	CH	SELECTIVE INSURANCE - FLOOD	\$2,771.00	C
	Purpose:	LIFT BAY FLOOD INS				
105-2026	02/23/2026	02/23/2026	CH	SELECTIVE INSURANCE - FLOOD	\$2,793.00	C
	Purpose:	FIRE GARAGE				
106-2026	02/24/2026	02/24/2026	CH	DIVISION OF WATER	\$70.69	C
	Purpose:	FIRELINE - MILLS BLDG				
107-2026	02/24/2026	02/24/2026	CH	FIRST COMMUNICATIONS, LLC	\$2,087.90	C
	Purpose:	INTERNET AND PHONES				
108-2026	02/24/2026	02/24/2026	CH	LYNDHURST MUNI COURT	\$17,220.00	C
	Purpose:	CASES FOR JANUARY 2026				
109-2026	02/27/2026	03/02/2026	CH	ANCORA ADVISORS	\$15.00	C
	Purpose:	WIRE FEE				
110-2026	02/27/2026	03/02/2026	CH	STATE TREASURER OF OHIO	\$150.00	C
111-2026	02/27/2026	03/02/2026	CH	REDSS	\$20.00	C
112-2026	02/27/2026	03/02/2026	CH	LYNDHURST MUNI COURT	\$6.00	C
9059	02/06/2026	02/06/2026	AW	AKE ENVIRONMENTAL, INC.	\$5,515.70	C
	Purpose:	MOTOR REPAIR, INSPECTIONS, REPORTS, ANALYSIS, ROUTINE PLANT MAINT, ELEC RELAY REPAIR				
9060	02/06/2026	02/06/2026	AW	ALL STAR AWARDS & APPAREL	\$39.18	C
	Purpose:	ACCOUNTABILITY TAGS				
9061	02/06/2026	02/06/2026	AW	AMERICAN SECURITY & AV SYSTEMS	\$4,007.16	C
	Purpose:	ALARM MONITORING				
9062	02/06/2026	02/06/2026	AW	ASCENDANCE TRUCKS	\$22.39	C

**Payment Listing**

February 2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
	Purpose:	VENT, CAB EXHAUSTER				
9063	02/06/2026	02/06/2026	AW	ATWELL'S POLICE & FIRE EQMT	\$1,421.55	C
	Purpose:	LYONS VEST				
9064	02/06/2026	02/06/2026	AW	THE BALDWIN GROUP, INC.	\$974.00	C
	Purpose:	MAYOR'S COURT SOFTWARE MODULE, DOCKING MODULE				
9065	02/06/2026	02/06/2026	AW	BOCONEO	\$140.00	O
	Purpose:	ANNUAL MEMBERSHIP - BIGGERT				
9066	02/06/2026	02/06/2026	AW	CARGILL, INCORPORATED	\$6,349.06	C
	Purpose:	SALT				
9067	02/06/2026	02/06/2026	AW	CCM RENTAL	\$15.00	C
	Purpose:	IRON, CARPET				
9068	02/06/2026	02/06/2026	AW	CHAGRIN VALLEY DISPATCH	\$35,420.93	C
	Purpose:	JAN/FEB DISPATCH, MOTOROLA CAD ANNUAL, WATCH GUARD SUPPORT/HOSTING ANNUAL				
9069	02/06/2026	02/06/2026	AW	WILLIAM H. CHILDS, JR	\$100.00	C
	Purpose:	ARB MEETING				
9070	02/06/2026	02/06/2026	AW	MICHAEL E. CICERO	\$1,250.00	C
	Purpose:	FEBRUARY PROSECUTOR RETAINER				
9071	02/06/2026	02/06/2026	AW	CINTAS CORPORATION #259	\$115.07	C
	Purpose:	FIRST AID SUPPLIES				
9072	02/06/2026	02/06/2026	AW	CLEVELAND RESTORATION SOCIETY	\$2,310.00	C
	Purpose:	HERITAGE HOME PROGRAM ANNUAL FEE				
9073	02/06/2026	02/06/2026	AW	COUNTRYSIDE TRUCK SERVICE, INC	\$921.96	C
	Purpose:	1412 DECK GUN VALVE REPAIR, 1411 PUMP GAUGES				
9074	02/06/2026	02/06/2026	AW	MICHAEL DAY	\$1,233.84	C
	Purpose:	HEALTH REIMB				
9075	02/06/2026	02/06/2026	AW	DRIVEN 4 GROUP LLC	\$2,924.33	C
	Purpose:	BUILDING BOND REFUND				
9076	02/06/2026	02/06/2026	AW	ENGLEBROOK CONSTRUCTION INC.	\$11,350.00	C
	Purpose:	COFFEE SHOP ENTRY DOOR, SNOW MELT SYSTEM REPAIR, WATER INTRUSION DAMAGE REPAIR SARA'S, ROOF LEAK SARA'S, RUBBER FLOORING BURTON COURT, DOOR CLOSER MILLS BLDG MAIN ENTRY				
9077	02/06/2026	02/06/2026	AW	FIRST CALL	\$102.68	C
	Purpose:	ANTIFREEZE, DEF - GAS PUMP				
9078	02/06/2026	02/06/2026	AW	HALL PUBLIC SAFETY	\$150.00	C

**Payment Listing**

February 2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
	Purpose:	INSTALL RADAR				
9079	02/06/2026	02/06/2026	AW	LES HAZLETT	\$71.91	C
	Purpose:	HEALTH REIMB				
9080	02/06/2026	02/06/2026	AW	DYLAN HUSTOSKY	\$270.47	C
	Purpose:	MILEAGE/MEALS PELC TRNG				
9081	02/06/2026	02/06/2026	AW	RICHARD KAWALEK ARCHITECT INC	\$100.00	C
	Purpose:	ARB MEETING				
9082	02/06/2026	02/06/2026	AW	KIMBALL MIDWEST	\$218.70	C
9083	02/06/2026	02/06/2026	AW	KOLSOM TIRES	\$180.00	C
	Purpose:	4 TPMS SENSORS 2017 FORD F250				
9084	02/06/2026	02/06/2026	AW	MARSHALL POWER EQUIPMENT	\$5.74	O
	Purpose:	SET OF FATENING PART				
9085	02/06/2026	02/06/2026	AW	McNEIL & COMPANY	\$615.00	C
	Purpose:	A&H RENEWAL				
9086	02/06/2026	02/06/2026	AW	JEAN MISCH	\$69.68	O
	Purpose:	REIMB FOR RETIREMENT PARTY SUPPLIES				
9087	02/06/2026	02/06/2026	AW	MULLET'S HARNESS SHOP	\$205.50	C
	Purpose:	BOOTS - PATA				
9088	02/06/2026	02/06/2026	AW	NATURE'S OWN SOURCE, LLC	\$5,265.00	C
	Purpose:	LIQUID DEICER				
9089	02/06/2026	02/06/2026	AW	NE OH ASSN MAYOR'S COURT CLERKS	\$25.00	C
	Purpose:	DUES 2026				
9090	02/06/2026	02/06/2026	AW	OHIO PEACE OFFICER TRAINING AC	\$475.00	C
	Purpose:	HOOKER - SHOTGUN INSTRUCTOR TRNG				
9091	02/06/2026	02/06/2026	AW	PUBLIC UTILITIES COMM OF OHIO	\$35.00	C
	Purpose:	DAMAGE PREVENTION ASSESSMENT				
9092	02/06/2026	02/06/2026	AW	REFRIGERATION SALES CORP	\$160.46	C
	Purpose:	REAR SERVICE/FIRE BAY HEATER REPAIR				
9093	02/06/2026	02/06/2026	AW	R.E. WARNER & ASSOCIATES, INC.	\$1,625.00	C
	Purpose:	SALT BIN PRELIM DESIGN				
9094	02/06/2026	02/06/2026	AW	RUMPKE	\$2,237.38	C
	Purpose:	KISH PROPERTY DEMO				

**Payment Listing**

February 2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status	
9095	02/06/2026	02/06/2026	AW	CITY OF SHAKER HEIGHTS	\$8,000.00	C	
	Purpose:	HHTRT ANNUAL FEE					
9096	02/06/2026	02/06/2026	AW	SHUTTLER'S UNIFORM INC.	\$75.00	C	
	Purpose:	HOLSTER - RICHARDS					
9097	02/06/2026	02/06/2026	AW	KEN SIMMONS	\$1,019.25	C	
	Purpose:	HEALTH REIMB 2025					
9098	02/06/2026	02/06/2026	AW	SOUTHEASTERN EQUIPMENT CO INC	\$54.00	C	
	Purpose:	ENGINE OIL					
9099	02/06/2026	02/06/2026	AW	TECHSPERT DATA SERVICES LLC	\$3,130.04	C	
	Purpose:	TOTAL CARE					
9100	02/06/2026	02/06/2026	AW	VILLAGE OF HUNTING VALLEY	\$900.00	C	
	Purpose:	RANGE USE 2026					
9101	02/06/2026	02/06/2026	AW	VILLAGE OUTDOORS LTD	\$416.50	C	
	Purpose:	ICE MELTER					
9102	02/06/2026	02/06/2026	AW	ZOOM CAR WASH	\$104.00	C	
	Purpose:	CAR WASHES					
9103	02/06/2026	02/06/2026	AW	MAYFIELD VILLAGE	\$104,469.43	C	
	Purpose:	4TH QUARTER 2025 EMS					
9104	02/06/2026	02/06/2026	AW	C.W. COURTNEY COMPANY	\$109,618.53	C	
	Purpose:	BROADBAND, SINK HOLE BRIGHAM AND OLD MILL, 2026 ROAD PROGRAM, STORM WATER REG/MAPPING, SITE VISITS, TREE CANOPY MAP					
9105	02/24/2026	02/24/2026	AW	REVIZE LLC	\$8,800.00	O	
	Purpose:	WEBSITE PROJECT AND ANNUAL FEE					
9106	02/24/2026	02/24/2026	AW	SENSYS GATSO USA, INC.	\$25,673.00	O	
	Purpose:	COLLECTIONS FOR JAN 2026					
9107	02/24/2026	02/24/2026	AW	TECHSPERT DATA SERVICES LLC	\$33,275.29	O	
	Purpose:	DEPOSIT ON NETWORK EQUIPMENT UPGRADE					
9108	02/24/2026	02/24/2026	AW	TREAS, STATE OF OHIO/BBS	\$659.33	O	
	Purpose:	BOARD OF BUILDING STANDARDS (BBS) FEE REMITTANCE					
Total Payments:					\$823,239.44		
Total Conversion Vouchers:					\$0.00		
Total Less Conversion Vouchers:					\$823,239.44		

**Payment Listing**

February 2026

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

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

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

ORDINANCE FOR PAYMENT OF BILLS

ORDINANCE NO. 1307

PASSED MARCH 17, 2026

TOTAL \$823,239.44

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\_\_\_\_\_  
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)

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Clerk

## VILLAGE OF GATES MILLS

### FINANCIAL REPORT FOR THE MONTH ENDING FEBRUARY 28, 2026

#### MONTHLY RESULTS AND FINANCIAL POSITION

The financial statements were provided to the Mayor, Clerk, Treasurer and Council prior to the March 17, 2026, Regular Council meeting.

#### GENERAL FUND

Revenue for the month was \$540,021. Year-to-date revenues of \$909,677 were \$274,453 less than this time last year. The real estate tax advance was lower than received in 2025 by \$248,000. Municipal income taxes were \$40,443 higher this year compared to last year-to-date. 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. We expect March real estate taxes to be greater than 2025.

The traffic camera enforcement program gross receipts in February were \$93,285. Year-to-date receipts show close to a \$4,500 lower amount in 2026. Vehicles pass 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 February totaled \$42,893 for a net collection of \$50,392 for the month. Year-to-date, net collections total \$118,512.

Other sources of revenue, excluding the traffic camera program, were \$98,504. Year-to-date, the Village has received \$135,158 compared to \$231,002 last year. Mills Building rental income (due to rent payment timing) and interest income were lower this year-to-date.

Expenditures for 2026, excluding transfers to other funds from the General Fund, were \$1,293,438 compared to \$1,148,076 in 2025. Village expenses are budgeted and controlled by its four departments (Administration, Police, Fire and Service).

The Administration Department incurred expenses of \$88,894 in February. Year-to-date expenses were \$2,395 less than last year. The Village paid the IT equipment needed for the CVG upgrades. Revize was paid for the work being done on the new website design.

The Police Department recorded expenses of \$234,956. Year-to-date expenses were \$72,423 higher this year over last year. The traffic camera program costs, year-to-date, were \$96,893 this year compared to \$109,842 last year. Higher costs were attributable to higher wages due to payouts attributed to a retiring officer and paying for the Flock Camera annual maintenance fee (previously paid from the Safety Fund).

The Fire Department costs were \$157,886 in February. Year-to-date, expenses were \$53,004 higher than last year. This is attributable to the EMS costs being higher by \$34,592 and paying the annual fee to Shaker Heights for the HHTRT group earlier this year, which was \$8,000.

The Service Department incurred \$187,923 in expenses in February. Year-to-date expenses are \$22,331 higher this year over last year. Overtime wages of \$31,175 exceeded last year's amount of \$23,280 due to the number of snow and ice storms experienced over the month. Mills Building expenses are higher this year due to a roof leak, water intrusion damage, entry door replacement and repairs to the snow melt system. Burton Court had rubber flooring installed. The Parks line item is higher due to the costs of the demolition of the home donated to the Village on Battles Road.

In summary, for the two months, the Village operated with a General Fund shortfall of \$1,927,261. Last year, the Village had a shortfall of \$1,205,446. For 2026, excluding transfers of \$1,543,500 to other funds from the General Fund, the shortfall was \$383,761. For 2025, excluding transfers of \$1,241,500 to other funds from the General Fund, the surplus was \$36,054.

The General Fund cash balance on February 28, 2026 was \$6,225,309 compared to the beginning of the year balance of \$8,152,570.

### **OTHER FUNDS**

The Village is required to maintain other special purpose funds by statute or contract. Cash in these funds amounted to \$2,980,646 on February 28, 2026. February transfers from the General Fund included \$1,000,000 to the Capital Improvement Fund, \$200,000 to the Police Pension Fund, \$60,000 to the Wastewater Fund, \$2,000 to the Mayor's Discretionary Fund, and \$281,500 to the Safety Fund.

Janet M. Mulh, MPA  
Finance Administrator

VILLAGE OF GATES MILLS  
FINANCIAL STATEMENT  
FEBRUARY 28, 2026

	2026 BUDGET	Current Month	2026 Year to Date	2025 Year to Date
<b>General Fund (GF) Revenues:</b>				
Taxes:				
Real Estate Taxes	2,652,850	118,000	179,000	389,000
Municipal Income Taxes	2,415,000	230,233	380,114	339,671
Share of Sales and State Taxes	-	-	-	4,587
Total Tax Revenue	5,067,850	348,233	559,114	733,258
Other Sources:				
Fines and Costs	60,000	2,988	4,056	5,968
Traffic Camera Gross Receipts	1,520,000	93,285	215,405	219,870
Building/Liquor Permits & Licenses	51,840	2,567	5,085	2,000
Interest Income	299,500	31,535	39,579	51,245
Rental Income	209,800	18,782	23,332	27,087
Mills Building Rental Income	144,994	9,878	21,567	41,941
Ambulance Income	80,000	24,361	24,361	20,369
SRO Reimbursement	99,180	8,266	16,531	15,742
Misc	316,750	128	647	66,650
Total Other Sources Revenue	2,782,064	191,789	350,563	450,872
Assessments:				
School Board/Property Assessment	-	-	-	-
Total General Fund Revenues	7,849,914	540,021	909,677	1,184,130
Add Year Beginning General Fund Balance		7,898,446	8,152,570	7,879,102
Less Expenses:				
Administration Costs (see Page 2)		(88,894)	(250,108)	(252,503)
Administration - Transfers		(1,543,500)	(1,543,500)	(1,241,500)
Police Department Costs (see Page 3)		(234,956)	(485,665)	(413,242)
Fire Department Costs (see Page 3)		(29,055)	(56,814)	(38,402)
Fire Department Ambulance (see Page 3)		(128,831)	(128,831)	(94,239)
Service Department Costs (see Page 4)		(187,923)	(372,021)	(349,690)
Total General Fund Expenses		(2,213,158)	(2,836,938)	(2,389,576)
Current General Fund Balance		6,225,309	6,225,309	6,673,656
Plus:				
Other Fund Current Balances		2,980,646	2,980,646	2,788,767
Total Current Balance - All Funds		9,205,955	9,205,955	9,462,423

VILLAGE OF GATES MILLS  
 FINANCIAL STATEMENT  
 FEBRUARY 28, 2026

	2026 BUDGET	2026 Month Expenses	2026 To Date Expenses	2025 To Date Expenses
<b>ADMINISTRATION:</b>				
Salaries and Wages	175,500	14,034	27,198	26,054
Health Insurance	52,910	4,907	8,352	5,430
Worker's Comp/Medicare	6,000	233	736	528
Employee Retirement (OPERS)	29,870	3,425	5,641	4,297
<b>PERSONNEL COSTS</b>	<b>264,280</b>	<b>22,598</b>	<b>41,927</b>	<b>36,309</b>
Legal - Law Director	60,000	-	-	8,334
Legal - Prosecutor	78,000	1,250	2,500	4,563
Legal - Other	2,000	-	-	278
Engineering	50,000	3,212	6,263	6,757
Other Professional Services	188,400	49,353	59,149	21,629
<b>LEGAL AND PROFESSIONAL</b>	<b>378,400</b>	<b>53,815</b>	<b>67,911</b>	<b>41,561</b>
General Insurance	136,500	5,564	124,813	122,476
Income Tax Expense	100,000	6,917	11,442	46,107
County Auditor Expenses	75,000	-	-	-
Office Expenses	24,500	-	1,643	3,533
Miscellaneous Expenses	6,000	-	2,371	2,517
<b>OTHER ADMINISTRATIVE COSTS</b>	<b>342,000</b>	<b>12,481</b>	<b>140,269</b>	<b>174,633</b>
<b>ADMINISTRATION OPERATING COSTS</b>	<b>984,680</b>	<b>88,894</b>	<b>250,108</b>	<b>252,503</b>
Transfers to Other Funds	2,262,000	1,543,500	1,543,500	1,241,500
<b>TOTAL ADMINISTRATION COSTS</b>	<b>3,246,680</b>	<b>1,632,394</b>	<b>1,793,608</b>	<b>1,494,003</b>

VILLAGE OF GATES MILLS  
FINANCIAL STATEMENT  
FEBRUARY 28, 2026

	2026 BUDGET	2026 Month Expenses	2026 To Date Expenses	2025 To Date Expenses
<b>POLICE DEPARTMENT:</b>				
Salaries and Wages	1,345,750	109,603	237,075	185,810
Overtime	55,000	1,500	9,208	11,695
Health, OPERS, MEDI, Worker Comp	353,900	36,888	64,877	40,861
<b>PERSONNEL COSTS</b>	<b>1,754,650</b>	<b>147,991</b>	<b>311,160</b>	<b>238,366</b>
Gasoline	25,000	-	-	4,605
Repairs and Maintenance	17,000	254	254	1,073
Uniforms	17,000	1,497	1,497	543
Training/Conferences	12,000	1,645	1,845	2,675
Dispatch Operating Fee	144,500	24,371	24,371	22,839
Alarm System Fee	17,000	4,007	4,007	4,169
Maintenance Agreements/Radio Expenses	47,000	12,024	30,051	14,409
Traffic Camera Program LMC	336,000	17,220	35,000	49,540
Traffic Camera Program Gatso	405,000	25,673	61,893	60,302
Other Expenses	16,000	274	2,587	1,583
V.E.G.	13,000	-	13,000	12,000
<b>OTHER POLICE DEPART COSTS</b>	<b>1,049,500</b>	<b>86,965</b>	<b>174,505</b>	<b>173,738</b>
Vehicle Purchases	80,000	-	-	-
Equipment Purchases	39,000	-	-	1,138
<b>CAPITAL EXPENDITURES</b>	<b>119,000</b>	<b>-</b>	<b>-</b>	<b>1,138</b>
<b>TOTAL POLICE DEPARTMENT COSTS</b>	<b>2,923,150</b>	<b>234,956</b>	<b>485,665</b>	<b>413,242</b>
<b>*****</b>				
<b>FIRE DEPARTMENT:</b>				
Salaries and Wages	314,000	17,630	36,707	29,379
PERS, MEDI, SOC SEC, Worker Comp	41,800	1,565	8,175	2,915
<b>PERSONNEL COSTS</b>	<b>355,800</b>	<b>19,195</b>	<b>44,881</b>	<b>32,294</b>
Vehicle Maintenance	11,000	922	981	65
Ambulance/EMS <i>see below</i>	539,000	128,831	128,831	94,239
Training/Conferences	14,500	-	-	100
Contracts & Annual Fees	28,000	8,899	9,183	1,948
Other Expenses	17,000	39	1,769	493
<b>OTHER FIRE DEPARTMENT COSTS</b>	<b>609,500</b>	<b>138,691</b>	<b>140,764</b>	<b>96,845</b>
<b>CAPITAL EXPENDITURES</b>	<b>138,000</b>	<b>-</b>	<b>-</b>	<b>3,502</b>
<b>TOTAL FIRE DEPARTMENT COSTS</b>	<b>1,103,300</b>	<b>157,886</b>	<b>185,645</b>	<b>132,641</b>
<i>Ambulance Income on Cover Page</i>	<i>80,000</i>	<i>24,361</i>	<i>24,361</i>	<i>20,369</i>

VILLAGE OF GATES MILLS  
FINANCIAL STATEMENT  
FEBRUARY 28, 2026

	2026 BUDGET	2026 Month Expenses	2026 To Date Expenses	2025 To Date Expenses
<b>SERVICE DEPARTMENT:</b>				
Salaries and Wages	833,360	81,397	141,191	122,783
Overtime	45,000	14,815	31,175	23,280
Health, OPERS, MEDI, Worker Comp	388,000	43,456	79,201	56,913
PERSONNEL COSTS	1,266,360	139,668	251,568	202,976
Salt/Aggregate (snow removal)	143,000	417	50,702	57,207
Building Inspection	14,000	1,390	2,383	1,666
Equipment Maintenance	45,000	454	2,528	5,444
Gasoline Expense	40,000	69	3,317	11,387
Supplies/Uniforms	37,000	1,625	4,599	7,527
OPERATING COSTS	279,000	3,955	63,529	83,231
<b>BUILDING OPERATION &amp; MTC</b>				
Village Hall	324,400	5,186	12,128	13,276
Village Houses	1,500	-	-	35
Community Building	50,700	1,374	2,360	4,163
Post Office	5,300	1,353	1,353	270
OBT Building	1,850	108	207	214
Wash House	5,700	-	14	14
Burton Court	4,500	2,860	2,974	1,632
Mills Building	80,270	20,639	22,796	17,128
BUILDING OPERATION & MTC	474,220	31,521	41,833	36,732
Street Repair	5,000	-	-	308
Ditch, Drain, Sewers	28,500	-	64	66
Tree Grinding (Contractors)	14,000	-	-	-
Street Lighting	16,000	1,187	2,368	2,334
Parks	31,000	11,478	12,435	6,422
Guardrails, Signs, Bridges	6,700	113	225	1,632
STREETS AND ROADS	101,200	12,778	15,092	10,762
Vehicles	262,810	-	-	-
Other Equipment	9,000	-	-	15,989
CAPITAL EXPENDITURES	271,810	-	-	15,989
<b>TOTAL SERVICE DEPARTMENT COSTS</b>	<b>2,392,590</b>	<b>187,923</b>	<b>372,021</b>	<b>349,690</b>

VILLAGE OF GATES MILLS  
FINANCIAL STATEMENT  
FEBRUARY 28, 2026

	Beginning Year Balance	Year-to-date Actual Receipts	Year-to-date Actual Expenses	Unexpended Balance
Street Const Maint Repair	180,538	33,591	-	214,129
State Highway	24,467	2,725	11,614	15,577
Bond Retirement (KeyBank Loans)	2,730	-	-	2,730
	<u>207,735</u>	<u>36,315</u>	<u>11,614</u>	<u>232,436</u>
Capital Improvement	185,805	1,000,847	110,468	1,076,184
Water	293,183	-	26,747	266,436
Wastewater Plant	28,587	63,653	9,423	82,817
Park Recreation	18,908	-	-	18,908
Cemetery	92,675	3,500	-	96,175
Mayor's Court-Violations Bureau	380	973	841	512
Mayor's Discretionary	505	2,000	-	2,505
Purcell Trust	21,964	-	-	21,964
Land Conservation	407,341	22,472	219	429,595
Building Bond Deposit	181,755	-	2,924	178,831
Underground Storage Tank	11,000	-	-	11,000
Safety Fund	40,382	281,500	-	321,882
Police Relief & Pension	53,263	206,000	49,397	209,866
Law Enforcement	-	443	-	443
VEST Grant	-	-	-	-
OneOhio Fund (Opiod)	3,434	-	-	3,434
STATE Grants	30,365	5,914	8,620	27,660
TOTAL OTHER FUNDS	<u>1,577,282</u>	<u>1,623,618</u>	<u>220,254</u>	<u>2,980,646</u>
GENERAL FUND	8,152,570	909,677	2,836,938	6,225,309
TOTAL ALL FUNDS	<u>9,729,852</u>	<u>2,533,295</u>	<u>3,057,192</u>	<u>9,205,955</u>

STATE OF THE VILLAGE  
FEBRUARY 28, 2026

	2026	2025
Total Current Balance - All Funds	<b>9,205,955</b>	<b>9,462,425</b>
Cash and Investments:	2/28/2026	2/28/2025
Cash:		
ANCORA	8,674,903	8,736,993
CHASE DDA	139,219	310,315
CHASE SAV - LAND CONS	-	1,498
STAR OHIO -LAND CONS	413,117	320,699
CHASE VIOLATIONS BUREAU	8,566	42,218
Star Ohio	<u>38,830</u>	<u>106,882</u>
Total Cash	9,274,634	9,518,605
(OUTSTANDING CHECKS)	<u>(68,679)</u>	<u>(56,181)</u>
Total Cash and Investments	<b>9,205,955</b>	<b>9,462,424</b>

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\*\* From Wastewater Fund

GENERAL FUND SUMMARY	BUDGET	FEBRUARY	2026 YEAR TO DATE	2025 YEAR TO DATE
Real Estate Taxes	2,652,850	118,000	179,000	389,000
Municipal Income Tax	2,415,000	230,233	380,114	339,671
Share of Sales and State Taxes	-	-	-	4,587
Other Sources	2,782,064	191,789	350,563	450,872
Assessments	-	-	-	-
<b>TOTAL OPERATING REVENUES</b>	<b>7,849,914</b>	<b>540,021</b>	<b>909,677</b>	<b>1,184,130</b>
<b>OPERATING EXPENSES</b>				
Administration Department	984,680	88,894	250,108	252,503
Police Department	2,923,150	234,956	485,665	413,242
Fire Department	1,103,300	157,886	185,645	132,641
Service Department	2,392,590	187,923	372,021	349,690
Transfers excluding Inheritance Taxes	2,262,000	1,543,500	1,543,500	1,241,500
<b>TOTAL OPERATING EXPENSES</b>	<b>9,665,720</b>	<b>2,213,158</b>	<b>2,836,938</b>	<b>2,389,576</b>
<b>SURPLUS (DEFICIT)</b>	<b>(1,815,806)</b>	<b>(1,673,137)</b>	<b>(1,927,261)</b>	<b>(1,205,446)</b>

Project	February 28, 2026	BUDGET	FEBRUARY	YEAR TO DATE EXPENSES	COURTNEY	OTHER	SCMR/STHWY
CAPITAL IMPROVEMENT							
2026 Road Program		1,118,000	55,874	55,874	55,874		
Culverts		156,500					
Sidewalk Project		78,125					
Storm Water Regulations & Issues		25,000	6,251	6,251	6,251		
Salt Bin Engineering		80,000	1,625	1,625		1,625	
Guardrail Replacement		64,500					
Broadband		705,000	44,402	44,402	44,402		
Sink Hole Repairs Brigham/Old Mill 2025			2,317	2,317	2,317		
<b>TOTAL</b>	<b>CAPITAL IMPROVEMENT</b>	<b>2,227,125</b>	<b>110,468</b>	<b>110,468</b>	<b>108,843</b>	<b>1,625</b>	<b>-</b>

# Village of Gates Mills

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

## **March 2026 Council Meeting (February Report)**

- 1) A meeting was held with St. Francis of Assisi leadership who informed us that their annual summer festival will be taking a one-year hiatus. It is expected to return in some capacity in 2027.
- 2) Sgt. Dylan Hustosky will graduate from the Police Executive Leadership College (PELC) on Friday, 3/20 in Columbus. All of our supervisors have attended this advanced supervisory training.
- 3) Sgt. Day is attending the FBI-LEEDA training program in Painesville, Ohio. This is a three-part course that focuses on mid-level and upper management leadership.

### Monthly Totals:

- 50 Traffic Citations.
- 39 Warnings.
- 18 Incident/Accident reports
- 2,557 House Checks
- 7,368 Patrol Miles.

Sincerely,



Gregg Minichello  
Chief of Police  
Gates Mills Police Department  
[Gminichello@gatesmillsvillage.com](mailto: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 - 04/31/2025)	433,380	559	416	960	45.17	1,462
May 2025 (05/01/2025 - 05/30/2025)	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	1,630
November 2025 (11/01/2025 - 11/30/2025)	397,076	517	336	934	44.60	1,168
December 2025 (12/01/2025 - 12/31/2025)	389,042	418	263	712	44.12	903
January 2026 (01/01/2026 - 01/31/2026)	342,152	337	242	498	43.84	716
February 2026 (02-01-2026 - 02-28-2026)	359,627	327	250	565	44.49	647

# Gates Mills Service Department

*"Yours in service since 1920"*

TO: Mayor  
and Council Members

FROM: Dave Biggert, Service Director

**RE: SERVICE DEPARTMENT REPORT – February 2026**

1. In February, 2 building permits were issued for a total construction value of \$19,900.
2. No permits were issued in February of 2025.
3. Last month, the Service Department took delivery of approximately 327.73 tons of road salt. A total of 1656.31 tons of salt has been delivered and stored to date. A minimum of 128.69 tons of salt or a maximum of 758.69 remains to be purchased under the current ODOT contract.
4. The February approved Planning and Zoning meeting minutes are attached for review.

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

Respectfully Submitted,



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

PLANNING AND ZONING COMMISSION  
MINUTES OF **TUESDAY, FEBRUARY 03, 2026**

Pursuant to notice duly given, the regular meeting of the Planning and Zoning Commission, also sitting as the Board of Zoning Appeals, was called and held on **Tuesday, February 03, 2026.**

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

Members absent: None.

Also present: Chris Courtney, Village Engineer

1. Roll call.
2. The minutes of **Tuesday, December 02, 2025** rescheduled meeting of the Planning and Zoning Commission were submitted for approval.

Mr. Deacon stated on page 2 the word "quite" should be changed to "quiet".

A motion to approve as revised was made.

Motion by: S. Broome                      2<sup>nd</sup>: J. Voinovich

Roll Call:        Ayes: All others.  
                     Nays: None.

**Motion Approved**

AuWerter Enters

3. Lot split request for the **SPIRK** residence at **7890 Brigham Road** was heard. John Spirk, Owner was present.

Mr. Spirk reviewed the proposed lot split for the Board. He indicated a former client of his is hoping to move back into the area and was looking for a vacant lot to build a new home. He thought splitting off a lot that met all the requirements of the Village might be possible. He also stated there is a preliminary purchase agreement in place in hopes of the lot split being approved.

Mr. Steinbrink stated the proposed lot split does meet all the Village's requirements without the need for any variances.

Mr. Courtney recommended, because of the existing slope of the lot and curve of Brigham Road, the 100' front yard setback should start at the north-west corner of the proposed lot and run perpendicular to the side yard setback lines.

After further discussion, a motion was made to approve the proposed lot split as submitted on the condition; the 100' front yard setback will start at the north-west corner of the lot and run perpendicular to the side yard setback lines.

Motion by: S. Broome                      2<sup>nd</sup>: J. Deacon

Roll Call:     Ayes: All.  
                  Nays: None.

**Motion Approved**

Refer to audio recording for additional detail.

There being no further business, the meeting was adjourned at **5:10 P.M.**

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Craig Steinbrink, Chair

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David Biggert, Secretary

# Gates Mills Fire Department

## February 2026 Council Report

DATE	NFIRS NUMBER	Address/Location	Description of Incident
2-01-26	2026-19	Mayfield & Chagrin River Roads	Assist Police Department
2-03-26	2026-20	SOM Center Road	MVC-with Injuries
2-03-26	2026-21	7596 Brigham Road	Gas Leak-Propane
2-04-26	2026-22	6850 Mayfield Road	Fire Alarm
2-11-26	2026-23	7597 Old Mill Road	Public Service
2-12-26	2026-24	7620 Old Mill Road	Fire Alarm
2-18-26	2026-25	34001 Cedar Road	Fire Alarm
2-19-26	2026-26	449 Riverview Road	Odor Investigation
2-21-26	2026-27	1020 Hillcreek Lane	Structure Fire-Box 1402
2-22-26	2026-28	Wilson Mills & Chagrin River Road	Motor Vehicle Smoking
2-23-26	2026-29	7635 Old Mill Road	Fire Alarm
2-23-26	2026-30	1773 SOM Center	Power Line Down
2-25-26	2026-31	1220 Fox Hill Drive	Open Burning
2-28-26	2026-32	7620 Old Mill	Fire Alarm
2-28-26	2026-33	7121 Gates Mills Blvd.	CO Alarm

CURRENT MONTH TOTAL	2026 YEAR TO DATE	2025 YEAR TO DATE
<b>G.M. FIRE 15</b>	<b>33</b>	<b>26</b>
<b>M.V. EMS 11</b>	<b>28</b>	<b>33</b>
<b>Canceled &amp; Signoffs 0</b>	<b>Canceled &amp; Signoffs 2</b>	

The February training topics were:

February 10, 2026 First Aid, CPR & AED Refresher. Hillcrest Hospital Joe Micallef.

February 18, 2026 Ice Rescue Seminar Willoughby Hills Fire Department & Mayfield Village Fire Department— Strategy and tactics (hands-on) class in Cleveland Metroparks Ice Rescue.

February 24, 2026 Walk thru and preplan for Community House, Library, Post Office, and Mills Building. Simulated tactical reporting and command operations for first due engine at working fire scenarios.

February 26, 2026 Electric vehicle tactics class at the Cleveland Auto Show.

**February employee anniversaries:**  
**Firefighter Scott Magoch – 38 Years**  
**Engineer Paul Sabataitis – 10 Years**  
**Engineer Cory Eisenberg-2 years**

*Thomas Majeski*

March 4, 2026

**ORDINANCE NO. 2026-17  
BY MAYOR SIEMBORSKI**

**AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY  
TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL  
(NOPEC) 2026 ENERGIZED COMMUNITY GRANT**

**WHEREAS**, the Village of Gates Mills, Gates Mills, Ohio (the VILLAGE” or “GRANTEE”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2026 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

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

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

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

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

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

DATED ADOPTED: \_\_\_\_\_, 2026

\_\_\_\_\_

President of Council

\_\_\_\_\_

Clerk of Council

\_\_\_\_\_

Mayor

RESOLUTION NO.: 2026-18

BY: Mayor Siemborski

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PHASE II STORMWATER SERVICES AGREEMENT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH FOR AUTHORITY AND CONSENT TO PROVIDE PHASE II STORMWATER SERVICES IN 2026 AND 2027.

WHEREAS, in response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, the Cuyahoga County Board of Health ("CCBH") developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

WHEREAS, each municipality within Northeast Ohio has been issued a Municipal Separate Storm Systems (MS4) permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

WHEREAS, the CCBH will continue to provide communities Phase II Stormwater services in support of the community's compliance with the Ohio EPA NPDES General Permit for Municipal Separate Storm Sewer Systems (MS4); and

WHEREAS, the Village of Gates Mills has the authority to grant consent and to authorize the CCBH to perform the services outlined herein.

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

Section 1: The Council of the Village of Gates Mills authorizes the Mayor to enter into the Phase II Stormwater Services Agreement (the "Agreement") between the Cuyahoga County Board of Health and the Village of Gates Mills for the Village's authority and consent to provide Phase II Stormwater Services from January 1, 2026, through December 31, 2027, as set forth in the Agreement attached hereto as Exhibit A and incorporated herein, subject to the approval as to form of the Law Director.

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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED:

\_\_\_\_\_  
Mayor

## EXHIBIT A

### PHASE II STORMWATER SERVICES AGREEMENT

This Agreement is entered into on the **1<sup>st</sup> day of January, 2026** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **Village of Gates Mills**, a political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio ("Community"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS: The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and

WHEREAS: In response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, the Board has developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

WHEREAS: Each municipality within Northeast Ohio has been issued a Municipal Separate Storm Sewer Systems (MS4) permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

WHEREAS: The Board will continue to provide communities Phase II Stormwater services in support of the community's compliance with the Ohio EPA NPDES General Permit for Municipal Separate Storm Sewer Systems (MS4); and

WHEREAS: The Board will continue to provide Phase II Stormwater services to communities whose service areas are located partially or completely outside of the Northeast Ohio Regional Sewer District's ("District") Regional Stormwater Management Program area in support of Ohio EPA's General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS: Community has the authority to grant consent and authorizes the Board to perform the services outlined herein; and

WHEREAS: Both parties desire to enter this Agreement for the purposes outlined herein.

**NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:**

#### **I. EFFECTIVE DATE, TERM AND TERMINATION.**

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2027**, unless earlier terminated pursuant to Section 1(b).

(b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:

(i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

## 2. THE SERVICES.

(a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the Community and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.

(b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.

## 3. CONSENT STATEMENT

Being in the public interest, The Community hereby grants consent and authority to the Board to complete the services and work described herein.

## 4. COOPERATION STATEMENT

The Community shall cooperate with the Board in the above described project as follows:

- (a) Provide the Board any maps, assistance, and/or direction to aid in obtaining access and/or collecting samples for testing purposes;
- (b) Provide the Board aid in accessing and opening storm sewer manholes where and when needed.

## 5. PAYMENT.

(a) **Compensation.** In consideration for the Phase II Stormwater services described in Exhibit A, which will be provided by the Board to and within the Community, the Community shall pay to the Board the total annual sum of five hundred dollars and no cents (\$500.00) for calendar year 2026 and the total annual sum of five hundred dollars and no cents (\$500.00) for calendar year 2027 for a total compensation of \$1,000.00. The Board shall submit an invoice to the Community for the payment due hereunder.

**6. RECORDS.**

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the Community upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the Community, be kept confidential by the Community.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the Community unless there is compliance with the proper method for release of said information.

**7. REPORTS.**

The Board shall provide reports as specified in the Scope of Work, Exhibit A.

**8. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.**

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the Community.

**9. INDEPENDENT CONTRACTOR.**

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the Community. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the Community will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the Community are not public employees of the Community under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the Community is interested in the Board's end product, the Community does not control the manner in which the Board performs this Agreement.

**10. NOTICES.**

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

**TO THE BOARD:**

Cuyahoga County District Board of Health  
Attention: Roderick Harris, Health Commissioner  
5550 Venture Drive  
Parma Ohio 44130

**TO THE COMMUNITY:**

Community of Gates Mills  
Attention: Mayor Steven L. Siemborski  
1470 Chagrin River Road  
Gates Mills, Ohio 44040

And

Community of Gates Mills  
Attention: Director of Law  
1470 Chagrin River Road  
Gates Mills, Ohio 44040

**11. EFFECT OF ELECTRONIC SIGNATURE**

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

**12. APPLICABLE LAW AND VENUE**

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

**13. SEVERABILITY.**

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

**14. AMENDMENT**

This Agreement shall not be modified except by the express written consent by both parties hereto.

**15. WAIVER.**

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

**16. FORCE MAJEURE.**

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

**17. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

**FOR THE BOARD:**

Approved as to form.  
Cuyahoga County Board of Health  
Office of General Counsel

\_\_\_\_\_  
Roderick Harris, DrPH  
Health Commissioner

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE COMMUNITY:**

Approved as to form.

\_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Director of Law

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

#### 1. PROJECT DESCRIPTION

The Board and the Community have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming;

#### 2. BOARD SERVICES

1. The Board will need to verify the Community's previously identified Municipal Separate Stormwater System outfall locations and update any outfall information that has changed, during the 2026 and 2027 report periods.
2. The Board will monitor the Community's designated Municipal Separate Stormwater System outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample all of the flowing outfall locations that are outside of the Northeast Ohio Regional Sewer District's Regional Stormwater Management Program area during the 2026 and 2027 report periods. The samples collected will be analyzed for the presence of E. coli bacteria.
3. The Board will provide the Community an annual summary of the work performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination, which can then be included in the Community's Phase II Stormwater Annual Report to the Ohio EPA.
4. The Board may request the Community to provide assistance in gaining access to and opening storm sewer manholes where and when deemed necessary for the purpose of sample collections.

**RESOLUTION NO. 2026-19**

**BY MAYOR SIEMBORSKI**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT AND THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE PROVISION OF TECHNICAL ASSISTANCE FOR THE VILLAGE OF GATES MILLS' COMPLIANCE WITH THE OHIO EPA'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM ("NPDES") PERMIT REQUIREMENTS.**

WHEREAS, the Cuyahoga County Soil and Water Conservation District ("SWCD") can provide services to the Village required by Ohio EPA's National Pollutant Discharge Elimination System ("NPDES") General Permit for Municipal Separate Storm Sewer Systems ("MS4s") (NPDES Phase II) requirements as set forth in the Village's Stormwater Management Plan and has offered to do so by a Memorandum of Understanding in years 2026 through 2030 (the "MOU"); and SWCD has provided such services for many years to the Village under previously approved MOUs;

WHEREAS, the Northeast Ohio Regional Sewer District ("NEORSRD") is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measure Nos. 1, 2, 3, and 6 under NEORSRD's Regional Stormwater Management Code (Title V), and is further authorized to provide such services through agreements with service providers such as SWCD;

WHEREAS, the MOU by and between the Village, SWCD and NEORSRD will provide services for the implementation of conservation education, stewardship, and public involvement activities that also corresponds to the Village's Municipal Separate Storm Sewer System (MS4) permit requirements (the "Services");

WHEREAS, this Council believes it is in the best interest of the Village to enter into the MOU with the SWCD and NEORSRD for the provision of the Services for an annual disbursement by the Village to SWCD in an amount not to exceed Six Thousand Six Hundred Dollars (\$6,600), as appropriated by this Council, for each of the years 2026 through 2030, which amount will be reimbursed by NEORSRD upon an application thereto.

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

Section 1: This Council authorizes the Village to enter into the MOU for the provision of the Services, as set forth in the recitals to this Resolution, for a term beginning January 1, 2026, and ending December 31, 2030, in an amount not to exceed \$6,600 annually, as will be appropriated by this Council, which amount will be reimbursed by NEORSRD, upon application thereto, as set forth in the MOU, attached hereto and incorporated herein as Exhibit A.

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 from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_, 2026

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

## EXHIBIT A

### **MEMORANDUM OF UNDERSTANDING for 2026-2030 Between Cuyahoga Soil & Water Conservation District and the Northeastern Ohio Regional Sewer District and the Village of Gates Mills**

This Memorandum of Understanding (“MOU”) is made effective as of the 1<sup>st</sup> day of January, 2026 (“Effective Date”), between Cuyahoga Soil & Water Conservation District (“Cuyahoga SWCD”) and the Northeastern Ohio Regional Sewer District (“NEORS”), pursuant to the authority of Board Resolution 17-26, adopted February 5, 2026 and the Village of Gates Mills (“Village”), referred to herein as the “Parties,” to provide technical support in meeting the Ohio EPA’s National Pollutant Discharge Elimination System (NPDES) General Permit for Municipal Separate Storm Sewer Systems (MS4s) (NPDES Phase II) requirements for the following Minimum Control Measures (MCMs):

- MCM #1- Public Education and Outreach
- MCM #2- Public Participation

#### **BACKGROUND AND PURPOSE**

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities and public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, such as what is required in the National Pollutant Discharge Elimination System (NPDES) permit, the Village, Cuyahoga SWCD, and NEORS accept this agreement as the document which describes the process for exchange. Cooperation between these units of government facilitates better awareness of environmental issues and involvement in potential solutions for a healthier environment. In providing conservation education assistance and expertise to the Village, Cuyahoga SWCD hopes to influence citizens to better protect and conserve soil and water resources both locally and throughout Ohio. Ohio Revised Code, Chapter 940, describes Cuyahoga SWCD’s authority for engaging in this MOU.

Additionally, NEORS is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measures #1, #2, #3, and #6 under NEORS’s Regional Stormwater Management Code (Title V) and is further authorized to provide such services through agreements with service providers such as Cuyahoga SWCD.

Cuyahoga SWCD, NEORS, and the Village have mutually agreed to this scope of assistance related to education, stewardship, and public involvement for the conservation of soil and water resources.

## **ANNUAL PROGRAM TASKS**

Cuyahoga SWCD will work with the Village and NEORS D to provide an annual Public Involvement and Public Education (PIPE) program that meets performance standards for MCMs #1 and #2, as established by the Village's OEPA-issued stormwater permit. The following tasks will be completed annually as part of the PIPE program implementation:

### Public Education

- Creation and distribution of printed and digital materials related to the annual outreach theme and targeted messages.
- Links to publicly accessible education and outreach materials and articles on the Cuyahoga SWCD website.
- Targeted mailings to a minimum of 10% of Village households annually (50% of households reached over the life of the MOU).
- Public presentations on a range of local conservation topics for community groups, elected officials, and other audiences as requested.
- Providing materials and/or staff tabling support for community events such as Home Days, Earth Day, and Arbor Day events as requested.
- Offering educator professional development opportunities, including classroom and hands-on training in curriculum supplements such as Project WET and Project Learning Tree and leading Meaningful Watershed Education Experiences.
- Providing schools presentations and activities aimed at youth education such as Enviroscope, water quality testing, and soil erosion models.

### Public Involvement

- Providing programs and workshops for residents and other landowners to learn about and improve onsite stormwater management on their properties.
- Supporting community-based volunteer activities such as stream cleanups, tree planting, storm drain stenciling, and rain garden installation/maintenance.
- Administering conservation pledges for residents to adopt watershed-friendly practices or behaviors.

### Program Administration

- Development of MOU and annual MOU renewal process.
- Tracking MOU renewal status, payments, and reimbursement through NEORS D.
- Annual meeting with assigned Cuyahoga SWCD staff lead to understand community priorities and engagement opportunities.
- Development of an annual Outreach Strategy, outlining targeted audiences, stormwater messages, message delivery mechanisms, public involvement activities, TMDL goals (where applicable), and other community priorities.
- Support updating language in Village's Stormwater Master Plan (SWMP) related to MCMs #1 and #2.

- Documenting all PIPE program activities completed throughout the year and support with annual permit report in Ohio EPA's STREAMS online reporting system as requested.
- Audit support for Ohio EPA audits of MCMs #1 & #2 as requested, including providing any requested documentation to Ohio EPA.
- Community survey conducted once per permit term to assess changes in community stormwater awareness and knowledge, and rates of adoption of residential stormwater management practices.

## **MOU PARTNER ROLES & RESPONSIBILITIES**

### Cuyahoga SWCD Responsibilities:

Through this MOU, Cuyahoga SWCD will be responsible for the following:

- 1) Cuyahoga SWCD will lead the annual MOU renewal process, including tracking MOU renewal status, payments, and reimbursement requests submitted to NEORS.
- 2) Cuyahoga SWCD will coordinate an annual meeting between Village and assigned Cuyahoga SWCD staff to understand community priorities and engagement opportunities.
- 3) Cuyahoga SWCD will lead implementation of Public Education and Public Involvement activities as outlined in the Annual Program Tasks section above.
- 4) Cuyahoga SWCD will work with the Village to develop an annual Outreach Strategy to outline targeted audiences, messages, delivery mechanisms, public involvement activities, TMDL goals (where applicable), and other community priorities.
- 5) Cuyahoga SWCD will provide updated language to the Village for inclusion in its Stormwater Master Plan (SWMP) related to MCMs #1 and #2.
- 6) Cuyahoga SWCD will document all PIPE program activities completed throughout the year and providing support with annual permit report in Ohio EPA's STREAMS online reporting system as requested.
- 7) Cuyahoga SWCD will provide audit support for Ohio EPA audits of MCMs #1 & #2 as requested, including providing any requested documentation to Ohio EPA.
- 8) Cuyahoga SWCD will conduct a community survey once per permit term to assess changes in community stormwater awareness and knowledge, and rates of adoption of residential stormwater management practices.

### Village's Responsibilities:

Through this MOU, the Village will be responsible for the following:

- 1) The Village will provide an annual appropriation of \$6,600.00 to Cuyahoga SWCD for implementation of the Village's annual PIPE program. Should additional services be requested outside the scope of this MOU, written amendments will be made and additional costs agreed upon by both parties. This memorandum of understanding will be reviewed each year to ensure agreed upon assumptions are still valid.
- 2) The Village will designate one or more individual(s) to serve as the Village's liaison(s) to Cuyahoga SWCD for implementation of the annual PIPE program. The designated individual will be responsible for the following:

- a. Meeting with Cuyahoga SWCD staff annually to review annual PIPE program deliverables, Outreach Strategy, and community priorities.
  - b. Identifying target audiences and community event opportunities for the PIPE program.
  - c. Supporting Cuyahoga SWCD staff in coordinating community workshops, volunteer events, or other public involvement activities conducted as part of the Village's annual PIPE program.
  - d. Distributing relevant program information to residents, business/property owners, or other audiences in a timely manner.
- 3) The Village will assume full responsibility for completion and submittal of required Ohio EPA annual reports under the NPDES Phase II program.
  - 4) The Village will provide a resolution to Cuyahoga SWCD acknowledging this working agreement and providing documentation to facilitate dispersal of funds to Cuyahoga SWCD on an annual basis.

**NEORSD's Responsibilities:**

Through this MOU, NEORSD will be responsible for the following:

- 1) In accordance with Title V of NEORSD's Regional Stormwater Management Code, NEORSD will provide an appropriation in the amount of \$ 6,600.00 to the Village, which shall use such appropriation as reimbursement for payments made to Cuyahoga SWCD to carry out the services set forth in this MOU.
- 2) NEORSD will coordinate with Cuyahoga SWCD and the Village to review PIPE program deliverables, Outreach Strategy, and community priorities on an annual basis.
- 3) NEORSD will provide quarterly reports to Cuyahoga SWCD detailing reimbursement status for payments made to Cuyahoga SWCD for the services set forth in this MOU.

**GENERAL TERMS OF UNDERSTANDING**

- 1) The Parties recognize that Cuyahoga SWCD has expertise in compliance with the requirements of the OEPA's NPDES Phase II regulations specific to MCMs #1 and #2 and are relying on such expertise to implement an effective annual Public Involvement and Public Education program.
- 2) The Parties recognize that Cuyahoga SWCD does not hold regulatory authority under Ohio Revised Code or OEPA's NPDES Phase II General Permit.
- 3) All Parties will review quality of assistance and address concerns as they arise.
- 4) All assistance provided by Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.
- 5) All Parties recognize Cuyahoga SWCD's obligation to make its reports and/or other written materials available to the public on request in accordance with the Ohio Public Records Act.
- 6) Any notice or communication required or permitted under this MOU shall be sufficiently given in writing delivered in person or electronic mail, to the following:

<b>NORTHEAST OHIO REGIONAL SEWER DISTRICT</b>	<b>CUYAHOGA SOIL &amp; WATER CONSERVATION DISTRICT</b>
MATT SCHARVER, DIRECTOR OF WATERSHED PROGRAMS	KRISTIN N. HALL FITZGERALD, EXECUTIVE DIRECTOR
SCHARVERM@NEORSD.ORG	<a href="mailto:KHALL@CUYAHOGASWCD.ORG">KHALL@CUYAHOGASWCD.ORG</a>
CLEVELAND, OHIO 44115	CLEVELAND, OHIO, 44114
<b>VILLAGE OF GATES MILLS</b>	
[FIRST NAME, LAST NAME, JOB TITLE]	
[EMAIL ADDRESS]	
[CITY], OHIO, [ZIP CODE]	

- 7) In the event of any dispute or disagreement between any of the Parties with respect to the interpretation of any provision of this MOU which cannot be resolved in the normal course of business, then upon written notice of either party to the other adhering to the following:
  - a. Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
  - b. No formal action for such dispute may be commenced by the parties until either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
  - c. The rights and obligations of the Parties under this Section shall not limit either Party's right to terminate this MOU as otherwise permitted hereunder.
- 8) This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
- 9) In the event that any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this MOU to be invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this MOU shall continue in full force and effect.
- 10) There are no third party beneficiaries under this Contract, and in no event shall Cuyahoga SWCD be liable to the Village or NEORSD for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
- 11) No Party under this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.
- 12) This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract or other agreement entered into between the parties in writing

subsequent hereto shall supersede and preempt any conflicting provision of this MOU. The terms of this MOU control over any conflicting terms in any referenced document.

13) By entering into this MOU, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by Cuyahoga SWCD, NEORSD, and the Village may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga SWCD, NEORSD and the Village to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

### **INDEMNIFICATION**

Cuyahoga SWCD, NEORSD, and the Village do not indemnify any person or entity, and agree that no provision of this MOU or any other agreement between Cuyahoga SWCD, NEORSD, and the Village may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this MOU.

### **TERM, RENEWAL, TERMINATION**

The term of this MOU shall commence on January 1, 2026 or the date ("Initial Effective Date") Cuyahoga SWCD receives written notice from the Village, in a form approved by Cuyahoga SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the Village has agreed to appropriate annual funds, in the amount of \$6,600.00 per year, to support implementation of the Village's annual PIPE Program for each following 12-month period. This MOU shall expire December 31, 2030 or five (5) years after the Initial Effective Date, unless this MOU is terminated sooner, or unless the MOU is extended by the Village.

The MOU shall continue in effect for said periods, unless the MOU is terminated sooner, or unless it is further extended by mutual agreement, in writing, of the parties hereto. Any such extension shall be under the same terms and conditions as set forth in this MOU.

This MOU may be amended or terminated at any time by mutual consent of all Parties, or the agreement may be terminated by any party giving thirty (30) day's advance written notice to the other Parties.

In witness thereof, the Memorandum of Understanding executed and agreed to on the latest day, month and year written below:

**CUYAHOGA SOIL & WATER  
CONSERVATION DISTRICT**

**VILLAGE OF GATES MILLS**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Printed Name, Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
Kyle Dreyfuss-Wells, Chief Executive Officer  
(Printed Name, Title)

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

BY: Darnell Brown, President, Board of Trustees  
(Printed Name, Title)

This Instrument Reviewed By: Katarina K. Waag Assistant General Counsel Northeast Ohio Regional Sewer District
--

DATE: \_\_\_\_\_

[FOR NEORS D USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

CUYAHOGA SOIL & WATER CONSERVATION  
DISTRICT

AND

VILLAGE OF GATES MILLS

FOR

2026 – 2030 PHASE II STORMWATER  
REGULATION SUPPORT

**CERTIFICATION**

---

**Total Amount Not-to-Exceed: \$33,000.00**

2026 - \$6,600.00  
2027 - \$6,600.00  
2028 - \$6,600.00  
2029 - \$6,600.00  
2030 - \$6,600.00

---

The legal form and correctness of the within  
instrument are hereby approved.

---

ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

---

Date

It is hereby certified that the amount required to  
meet the contract, agreement, obligation,  
payment or expenditure, for the above, has been  
lawfully appropriated or authorized or directed  
for such purpose and is in the Treasury or in  
process of collection to the credit of the fund free  
from any obligation or certification now  
outstanding.

---

KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

---

Date

**RESOLUTION NO. 2026-20**

**BY MAYOR SIEMBORSKI**

**A RESOLUTION ACCEPTING THE BIDS OF SPECIALIZED CONSTRUCTION, INC. AND RONYAK PAVING, INC. AND AWARDING TWO CONTRACTS FOR THE 2026 ROAD PROGRAM; AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to public advertisement, public competitive bids were received by the Village on March 13, 2026, for a contract for the “2026 Road Program” (the “Project”);

WHEREAS, Specialized Construction, Inc. submitted the lowest and best for Sections I and II of the Project and Ronyak Paving, Inc. submitted the lowest and best bid for Sections III, IV, and V of the Project of the three (3) entities that bid on the Project;

WHEREAS, this Council believes it is in the best interest of the Village to award Sections I and II of the Project to Specialized Construction, Inc. and to award Sections III, IV and V of the Project to Ronyak Paving, Inc.

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

SECTION 1: This Council accepts the bid of Specialized Construction, Inc. as being the lowest and best bid for Sections I and II the Project and authorizes the Mayor to enter into a contract for Sections I and II of the Project with Specialized Construction, Inc. in an amount not to exceed \$194,555.00.

SECTION 2. This Council accepts the bid of Ronyak Paving, Inc. as being the lowest and best bid for Sections IV and V of the Project and authorizes the Mayor to enter into a contract for Sections III, IV and V of the Project with Ronyak Paving, Inc. in an amount not to exceed \$923,730.00.

SECTION 3: The Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public in compliance with the law.

SECTION 4: This Resolution is declared to be an emergency measure necessary for the immediate protection of the public health, safety and welfare and for the further reason that it is necessary in order to complete the 2026 Road Program at the earliest possible time for the health and safety of the public and in this construction season; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed thereto, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed the \_\_\_\_ day of \_\_\_\_\_, 2026.

---

President of Council

ATTEST:

---

Clerk

APPROVED:

---

Mayor

RESOLUTION NO.: 2026-21

BY COUNCILMEMBER GRECO

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SECOND AMENDMENT TO THE INDENTURE OF LEASE WITH SMYTHE CRAMER CO., DBA HOWARD HANNA, FOR OFFICE SPACE AT 1501 CHAGRIN RIVER ROAD

WHEREAS, the Village of Gates Mills (“Village” or “Lessor”) and Smythe Cramer Co., dba Howard Hanna (“Lessee”) wish to amend certain terms of an Indenture of Lease, dated September 21, 2021, (the “Lease”) for 296 square feet of office space at 1501 Chagrin River Road, and certain terms of the parties’ First Amendment to Indenture of Lease, dated March 19, 2024.

WHEREAS, the Village and Lessee wish to:

- a. Extend the current term of the Lease which is set forth in the First Amendment to Indenture of Lease as being from September 1, 2024, through August 31, 2026, to a term of September 1, 2026, through August 31, 2028, at an increase in rent from eight hundred forty dollars (\$840) per month to eight hundred ninety dollars (\$890) per month; and
- b. Provide Lessee with the option to extend the Lease for a two (2)-year term from September 1, 2028, through August 31, 2030, at an increase in rent to nine hundred forty dollars (\$940) per month, which option must be exercised by Lessee’s written notice to the Village that is received by the Village a minimum of ninety (90) days prior to August 31, 2028.

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

Section 1: The Council of the Village of Gates Mills authorizes the Mayor and the Clerk, on behalf of the Village, to enter into the “Second Amendment to Indenture of Lease”, which is attached hereto and incorporated by reference herein as Exhibit A, and said Second Amendment shall be approved as to form by the Village Law Director.

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 force from and after the earliest period allowed by law.

Passed the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED:

\_\_\_\_\_  
Mayor

**EXHIBIT A**