

[Council Agenda March 18 2025.pdf](#)

[Draft Council Minutes February 18 2025.pdf](#)

[Draft Special Council Minutes February 10 2025.pdf](#)

[Pay Ordinance No 1295.pdf](#)

[2024 Annual Report.pdf](#)

[Financial Report February 28 2025.pdf](#)

[Financial Statement February 28 2025.pdf](#)

[Police Department Report March 2025.pdf](#)

[Service Department Report March 2025.pdf](#)

[Fire Department Report March 2025.pdf](#)

[Resolution NO 2025-5.pdf](#)

[Ordinance NO 2025-10.pdf](#)

[Resolution NO 2025-11.pdf](#)

[Resolution NO 2025-12.pdf](#)

[Resolution NO 2025-13.pdf](#)

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

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

1. Roll call.
2. Reflection on Councilmember Ed Welsh. Mayor.
3. Oath of Office New Councilmember. Mayor.
4. Minutes of Council meeting of February 18, 2025. Clerk.
5. Minutes of Special Council meeting of February 10, 2025. Clerk.
(TO BE EMAILED WHEN COMPLETED)
6. Pay Ordinance # 1295 \$715,047.81. Clerk.
7. Mayor's Report. Mayor.
 - a. Committee Appointments.
 - b. Annual Report.
8. Financial Report. Mayor.
9. Clerk's Report. Clerk.
10. Police Department Report. Minichello.
11. Service Department Report. Biggert.
12. Fire Department Report. Majeski.
13. **Resolution No. 2025-5** (Third Reading) Deacon.

A Resolution Authorizing the Mayor to Enter into a Service Agreement, an Indefeasible Right-to-Use Agreement, and a Grant of Right of First Refusal Agreement with Chagrin Valley GIG, LLC to Provide a Fiber Optic Broadband Communications Network in the Village of Gates Mills.

14. **Ordinance No. 2025-10** (First Reading) Siemborski.

An Ordinance Authorizing the Disposal by Sale of a Vehicle that is
Unneeded for Village Purposes; and Declaring an Emergency.

15. **Resolution No. 2025-11** (First Reading) Siemborski.

A Resolution Authorizing the Mayor to Enter into a Professional Services
Agreement with R. E. Warner and Associates, Inc. for Professional Engineering
Services for a New Salt Dome.

16. **Resolution No. 2025-12** (First Reading) Siemborski.

A Resolution Accepting a Bid and Awarding a Contract for the 2025 Road
Program; and Declaring an Emergency.

17. **Resolution No. 2025-13** (First Reading) Siemborski.

A Resolution Accepting a Bid and Awarding a Contract for the 2025 Guardrail
Repair and Replacement Program; and Declaring an Emergency.

18. Other Council Matters.

19. Business from the Audience.

20. 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 18, 2025

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

1. Roll Call starts at 1:26

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

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

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

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

Nays: None

Motion carried.

2. Minutes of the Regular Council meeting of January 21, 2025 starts at 2:10

Councilmember Broome moved to approve the January 21, 2025 minutes and Councilmember Deacon seconded the motion.

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

Nays: None

Motion carried.

3. Pay Ordinance # 1294 \$663,120.03 starts at 3:09

Mayor Siemborski mentioned the \$2,800 payment to the architectural firm JD Compass Studio is for evaluating the condition of Town Hall and reporting what repairs or replacements they suggest with estimates. Councilmember Turner questioned two payments to Mayfield Village. Finance Administrator Mulh responded \$72,000 is for ambulance service and \$20,000 covers the Life Force amount.

Councilmember Steinbrink moved to approve Pay Ordinance #1294. Councilmember Broome seconded the motion.

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

Nays: None

Motion carried.

4. Mayor's Report starts at 4:55

a. Gates Mills Land Conservancy Report - Mayor

Mayor Siemborski introduced Nat Smith, former President and current Vice President of GMLC, here tonight to answer questions or hear comments from Council since the 2024 year-end report and 2023 financial statements were submitted at the January Council meeting.

At 5:25 Mr. Smith stated by contractual agreement the Conservancy needs to update Council twice a year on its financials and activities. Highlights of activities contained in the 2024 year-end report are:

- In May, GMLC acquired a heavily forested parcel on the north side of Mayfield Road, the “Kay Perkins Preserve”, in a bargain sale transaction which was \$40,000 less than the appraised value.
- Last spring GMLC engaged a botanist to audit their 28 preserves and identified a highly aggressive invasive, the tree of heaven. A multi-year remediation process was started, and hopefully that particular species will be eradicated from our preserves by the end of 2026.
- GMLC published three online newsletters in 2024 and held their second annual environmental seminar in September.
- In October, GMLC membership elected two new Directors - Phil Campanella and Alex Bercheck. Anne Marchetto joined the Board as a mayoral appointment the same month. Jamie Carracher was elected as the Conservancy’s new Board President. Three long-term Board Directors and former Board Presidents, representing in total 65 years of service, retired at the end of 2024 - Rob Galloway, John Kramer, and Linda Olejko.
- In December, GMLC received its third national reaccreditation from Land Trust Alliance after an extensive audit of its operations, its records, and its governance. The next LTA review will be in 2029.

Mr. Smith updated GMLC year-end 2024 financials:

- Last year the village transferred \$109,800 in two installments to GMLC representing 50% of the conservancy levy tax receipts. The Conservancy itself raised \$52,000 from its members and contributors.
- For fiscal year ending 12-31-2024 operating income was \$55,400 compared to a budget of \$49,700. Operating expenses were \$54,600 compared to a budget of \$49,400. This resulted in surplus income of \$800 compared to a budget of \$300.
- At the end of 2024 GMLC cash reserves were \$650,000 in the following accounts:

Operating/Special Funds	\$401,000
Stewardship Fund	\$218,000
Levy Fund	\$31,000
- GMLC anticipates approximately \$200,000 in levy distributions from the village over the next two years. With GMLC’s commitment to have at least \$700,000 in endowment reserves by the end of 2026, that leaves roughly \$200,000-\$300,000 that will be available for possible land and easement acquisitions in the next two years.

Councilmember Broome stated Council and the village should recognize the substantial contributions of John Kramer, Rob Galloway, and Linda Olejko. They put their heart and soul into running the Land Conservancy, and the village owes them a substantial debt of gratitude for their work.

Councilmember Atton believes GMLC will get more money from the levy than approximated because of property valuations going up, and Mr. Smith replied any surplus funds would be gratefully accepted.

Councilmember Deacon thanked Nat Smith for the helpful report.

b. 2025 Budget - Mayor - starts at 12:06

At the last Council meeting, there was a request that the budget be presented to Council, so included in tonight's Council packet are financial statements for 2024 and a column for the 2025 budget, along with a narrative, and the assumptions we use to prepare the budget.

At 12:59 the Mayor read the "Village of Gates Mills - 2025 Budget Presentation to Council" narrative attached and on the website.

At 18:04 Councilmember Turner thanked the Mayor for the materials sent in advance and the helpful explanation.

Councilmember Atton referred to "The Numbers" section in the narrative, second paragraph, and said those numbers relate to the general fund, not all funds. It doesn't say that, but probably should.

Councilmember Broome expressed concern the harsh winter will affect our roads program number; Mayor Siemborski added salt and overtime related to a police officer on leave. Councilmember Atton expressed concern Washington DC funding cuts will cascade down to Gates Mills, as well as Mayfield City School District.

c. Zoning Survey - Press - starts at 20:25

Mayor Siemborski explained in May 2024 Councilmember Press made a motion to proceed with designing and implementing a charter amendment such that any zoning ordinance that either a) changed the five-acre minimum, b) modified Section 1160, or c) encouraged higher density or multi-family housing must be submitted to the voters for resolution. The motion passed by a 5:2 margin. After that time, we've had several discussions at Council meetings about this issue, including Mr. Broome's points about improving the notification requirements through a stronger ordinance rather than an actual charter amendment. The Charter Review Committee reviewed the charter and had no recommendations on any zoning changes. Council tried to gauge the level of interest in the topic over the next several months and ultimately talked about creating a survey that, if issued and finalized, would ask two questions - 1) would you attend a Town Hall to listen to more about the topic, and 2) what's your point of view on amending the charter. The survey was intended to move this item along in our discussions and to give Council a document to review.

On the agenda for this Council meeting, the Mayor made a mistake in putting Councilmember Press' name next to the Zoning Survey topic, because some might construe that as he either endorses or supports that draft survey. The Mayor apologized to Mr. Press for that inadvertency, telling him he was the most consistent voice on the topic and thinking he would want to lead that conversation. The Mayor paused for Council thoughts on what to do with the draft survey.

At 24:26 Councilmember Turner stated this survey is a continuation of an effort to promote a false narrative that villagers don't have a say in zoning issues. Since the Charter Review Committee report in November 2023, there have been different attempts to bring this forward. These efforts have died in Council, there's not been any support that Councilmember Turner can tell, and she has not received comments from the community that there is impetus for moving on this issue. At the Special Council Meeting on Zoning in September 2024, open to the public, Council made the following decisions: 1) all Councilmembers agreed the current provisions and language of Section 1160 remain appropriate and adjustments are not necessary, 2) all Councilmembers agreed no changes to front, side, and setback requirements in the downtown commercial district are required, and items of this nature can best be handled by P & Z, 3) all Councilmembers agreed changes to the historic district should be further discussed by the Historic Subcommittee for future review and presentation, and 4) all Councilmembers agreed that changes to walking paths, bridal trails, and bike paths as suggested in the Comprehensive Plan are unnecessary. Councilmember Turner shared the draft survey with a couple residents and their response was confusion and concern about potential development brewing behind the scenes. Citing favorable responses by the majority to a variety of governance questions in the 2022 Comprehensive Plan, Councilmember Turner feels an obligation to make decisions and not continue to survey individuals about issues that are not top of mind. We have a whole list of 2025 goals that need to be completed - she would much rather put her energy there.

At 30:00 Councilmember Steinbrink finds the May 2024 motion that passed 5:2 was sprung on Council at the eleventh hour. If we're going to change the charter, we need to follow a strict process. Sending out a survey would be the last item on the agenda after Council has had a robust debate on the issue through an exhaustive process - including bringing Bruce Rinker in here for conversation, review the charter, review what other communities with similar demographics are doing with voter approval provisions and why is that. None of that legwork has been done. Residents have already told us their views on housing options, minimum lot size, and cluster homes for site preservation through the Comprehensive Plan. Councilmember Steinbrink views Section 1160 as a safety valve for P & Z to point to should an attempt be made to seek variances to develop a large parcel.

At 34:02 Councilmember Broome said it pains him that Councilmember Press is not here to participate in the conversation. He believes the May 2024 motion was to consider whether we should amend the charter or not, and he voted yes, because there's nothing wrong with considering whether we should do something. He has now considered it and is not in favor of it. Councilmember Press has done a lot of research and found other communities who have a voter approval provision - Mayfield Village - and Pepper Pike is considering. We are not them. Councilmember Steinbrink pointed out he looked at other villages like us and they don't have a voter approval provision. We can make our own decisions about how we are going to run our village. If we were to consider it a good idea for zoning change to start with the residents through a vote,

right now we do not have the facts on the ground or the zoning code the way we would want to have it before we turn it over to a more cumbersome process than getting it worked through on Council and then Council making a recommendation or passing a change which is always subject to a referendum by the voters if they don't like what Council does. We have lot size issues brought up in the Comprehensive Plan that we need to look at and fix - 7500 square foot lots that you cannot build on without a whole array of variances. There are other anomalies in the village that just come from being a village for a long time and having things that were built a long time ago. We ought to address them. Initiation of any zoning change now starts with Council. If we're looking to maintain the village the way it is, then initiation by Council has always worked. Previously the minimum lot size was 2-1/2 acres until Council decided that it would be best to make it five and then sought the approval of the voters and they approved that. There has always been a small segment of the residents that pined for some sort of maintenance-free residential housing solution. Councils long before us suggested ways to do it and none of them ever came to fruition. If we surrender Council's initiation role in initiating changes, perhaps a small group of residents could get together, and they could initiate such a change through the ballot - the same way special interest groups now use Ohio's 50% rule to try to change the Constitution through the ballot box process. Councilmember Broome had proposed some changes to the notice rules in our ordinances to communicate more widely and in more forms, as residents have said to him, we don't hear about these things when they're happening. He finds there are times when residents cite specific examples of not knowing this or that was happening, and none of the things they cite were things that were actually happening. They were just ideas. Take 781 River Road - a builder had an idea to somehow employ 1160, but never came with the required drawing. It was nothing but a dream and a figment and had no chance. The idea of doing the survey and confusing or riling people is more than is needed. After considering whether we should amend the charter, he finds it would be a good idea to amend our ordinances to provide more expansive notice.

At 44:10 the Mayor clarified the motion that was passed was to "design and implement" - it was more actively worded than "consider".

At 44:30 Councilmember Deacon agreed there was a misunderstanding about what the motion said. She interpreted it as consider. Councilmember Broome did a lot of work to really explain the complexity of Section 1160 at the Special Council Meeting on Zoning, and Councilmember Deacon learned two things - 1) the issue is very complex, and 2) maintaining a check and a balance on legislation is very important. She agrees we need to update the notice and communication requirements either by ordinance or otherwise, and that will help us maintain that balance we need. She believes the survey is confusing because of the complexity of the area. She agrees with Councilmember Steinbrink that legwork needs to be done in order to educate people as to what they are being asked their opinion on.

At 46:20 Councilmember Atton wishes Councilmember Press were here, because he's been sponsoring this idea. First point - we shouldn't get too caught up in what we believe. We want to be sure that we're doing the right things for the long term and for future Councils, not just for today. Second point - both Councilmembers Press and Atton are on Council because of the fiasco over 781 River Road. They believed that was a demonstration of weak leadership and poor governance - no accusations against P & Z. A lot of talk about people in the administration was misleading. It was

rectified because the idea for 781 was impossible to do and would never have passed. But there were people involved in progressing it in the administration. Those same people were interested in pushing the Comprehensive Plan to not just discuss, but agree, to recommend changes to Section 1160. Third point - this is not a question of people not trusting Council - it's a question of Council trusting the people. If any significant zoning changes are suggested, they should be approved by the voters. He believes if we were to have the May motion again, it wouldn't be passed by 5:2 - it would probably lose by 5:2. Council is saying no to this survey and no to entertaining this particular change in the charter, leaving plenty of time for a group of people to put together a voter initiative that would do just that. This has simplified the way forward for some people. Another thing is that Councilmember Press put together the survey language. It was modified without his input. It's become hopelessly biased and very confusing, as if there was an attempt to deliberately derail the survey. We clearly have big disagreement within these tables, and we should clear it up one way or another.

At 50:44 Mayor Siemborski stated he is hearing two things. One is we table the topic until all seven Councilmembers are present. That doesn't need to happen. We can act with the Council here, we have a quorum. Second, we have a motion to improve the ordinance by changing the notice and communication requirements, and we stop there and not proceed with anything that would change the charter. The Mayor asked if that was a fair summary and how might you all want to proceed.

At 51:55 Councilmember Broome indicated he had drafted the proposed amendments to the ordinances on notice, and he would be happy to pick the subject up at the next meeting. As much as he would like to do away with this right now, he can not in good conscience do it without Councilmember Press here. Councilmembers Steinbrink and Atton agreed. Councilmember Steinbrink commented on the frequent rezoning and significant commercial presences in Brecksville, Solon, and Mayfield evident by comparing aerials from 50 years ago to now. He is not convinced that just because it goes to the voters means protection of a way of life - a developer offers the sun, moon, and stars, and it gets passed. Councilmember Atton asked Councilmember Steinbrink if he didn't trust the villagers to acknowledge what's right, and the response was he didn't know if that was the case in Brecksville or Solon or elsewhere. Councilmember Deacon thinks we need to update the notification and communication requirements so that we can maintain that check and balance. Councilmember Broome explained when the five-acre minimum lot size change was passed, it allowed time for people to plat their properties, and a lot of people did that. He has the utmost confidence this Council would do nothing to disturb the five-acre minimum lot requirement, but the residents might not always be quite a few people. The reason why the village maintains the appearance it has today has a lot more to do with the Land Conservancy and the efforts made there than it does with any zoning changes made by Council or not made by Council.

At 56:41 Councilmember Broome made a motion to table this because we have to have Councilmembers Press and Welsh here to have a full conversation. Councilmember Steinbrink seconded the motion.

Councilmember Turner found Councilmember Atton's comment on the process at P & Z during the 781 River Road meeting indicated he seemed to be in support of what happened there, but he made some allegations about administration, has done that in the past, and it's unfair to let that set there.

Law Director Hunt advised if this is tabled, it's not going to appear on any agenda. At a future council meeting, a Councilmember will have to make a motion to take it off the table to discuss, whether it's discussed at that meeting or put on an agenda for the next meeting.

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

Nays: None

Motion carried.

Moved to Agenda Item 10. **Resolution No. 2025-5 (Second Reading)** starts at 59:05

"A Resolution Authorizing the Mayor to Enter into a Service Agreement, an Indefeasible Right-to-Use Agreement, and a Grant of Right of First Refusal Agreement with Chagrin Valley GIG, LLC to Provide a Fiber Optic Broadband Communications Network in the Village of Gates Mills".

Councilmember Deacon reminded Council one of the next steps in the Broadband process was to have a Q&A with OhioGig so that Councilmembers could ask questions. Several of you submitted questions in advance and Tim Berelsman, CEO/Board Advisor of OhioGig, has those questions and joins us by Zoom tonight. Nick Hunter, CEO of Fiber Capital Partners, and Drew Hunter, CEO of OhioGig, are here in the audience tonight.

At 1:01:08 the question "the proposed prepayment of \$455,000 - exactly what future expenses are being prepaid - dollars per month for 25 years" was read and answered by Mr. Berelsman supplemented by a Google Earth image of town center on the screen.

At 1:08:55 Mr. Berelsman moved to the next question, "I have heard that Chagrin Valley Gig will not be bundling phone/TV/streaming services. In which case, if I subscribe to CVG for internet service, what steps will I need to take to preserve my current phone/TV/streaming service", and he responded. Drew Hunter made additional comments.

At 1:16:54 Councilmember Broome referred to the minimum upload and download speeds provided in the agreement and asked what if the standard increases over the 25-year period. Is there an incentive for CVGig to pump up the speed and will the equipment allow for that? Mr. Berelsman responded, and Nick Hunter made additional comments.

At 1:23:00 Mr. Berelsman read the last question he had received in advance - "in spite of the CVG system being almost entirely below ground, will its service be interrupted if the utility power to my neighborhood home is interrupted" - and he responded.

At 1:24:52 Councilmember Deacon read a question that came in from Councilmember Atton, "What will be the process, expected timing, and steps up to the service agreement being signed". She advised we are on second reading. We have a town hall tomorrow evening from 5:00pm - 7:00pm, and Mr. Berelsman, Mr. Hunter, and Mr. Hunter will be in attendance to take questions from villagers. We will go on

third reading at the March Council meeting, and if the ordinance is approved, then the Mayor will have the authority to sign the agreement. Finding it troubling that residents will not be asked whether they want to subscribe and without more input before the agreement possibly is signed, Councilmember Atton wondered if Hunting Valley sent out a questionnaire before or after their agreement was signed. Tim Berelsman and Nick Hunter responded.

Resolution No. 2025-5 remains on second reading.

Agenda Item 4. Mayor's Report continues at 1:28:42:

d. Virtual and/or Electronically Conducted Meetings - Turner

After Councilmember Press brought up the issue of virtual meetings at the last Council meeting, Councilmember Turner and Law Director Hunt were asked to make a report back to Council.

At 1:29:26 Councilmember Turner read the comparison she had prepared representing the results of her canvass of neighboring communities on how virtual/electronic meetings are addressed, number of Councilmembers, and number of Council meetings per month. Pepper Pike is not on the comparison. They do not have virtual or electronic meetings.

At 1:32:40 Law Director Hunt offered his legal opinion. He has some trepidation about going virtual since it was rescinded by the General Assembly after the covid pandemic had subsided - mostly because if you violate the Open Meetings Act, your actions that have been taken are null and void. Yet there is a lot of support in Ohio case law with respect to Gates Mills' home rule authority. Gates Mills has one of the most expansive power provisions in our charter - Gates Mills can do almost anything when it is a matter of local self-government. Generally, the courts have said things such as how you run meetings is a matter of local self-government. He would feel much more comfortable if there was a charter provision, but he believes that if challenged, an ordinance passed pursuant to our expansive charter powers would prevail. If you want to move forward with virtual meetings, that's your choice, and there can be restrictions on and conditions for when virtual meetings would be authorized. In April there will be a new state statute that in effect says as long as you're a public body that is not elected or is not paid to be a member, you can have a virtual meeting - setting out a policy that says legislative meetings of local government such as this Council should not meet virtually. Law Director Hunt believes we do have the home rule authority to move forward if we wish.

At 1:36:07 Councilmember Atton explained Councilmember Press is eager to do this because he believes making this provision available for people to attend remotely under prescribed circumstances would broaden the number of candidates who would run for Council. Councilmembers Atton and Press believe this village needs competitive Council elections. Councilmember Atton noticed eight of the ten communities canvassed by Councilmember Turner have more than one Council meeting a month. With our long list of priorities and the routine stuff, we don't have the time to address the more complicated and unusual issues. The only alternative seems to be more meetings. Mayor Siemborski suggested the consent approach mentioned at the last meeting is an alternative; you're starting to ask a lot of volunteers.

He complimented Councilmember Turner and Law Director Hunt for the work done and asked if Council wanted to do anything with it at this point. No reply.

5. Financial Report attached and on the website starts at 1:38:39

Mayor Siemborski made an overall comment - one month does not make a year. We are on a cash basis. The vast majority of our receipts are dependent on other people giving us the money when they collect it.

6. Clerk's Report - None

7. Police Department Report attached and starts at 1:39:55

Police Chief Minichello read his report. He added that effective April 1 a government agency has the ability to charge up to \$75 per hour to a maximum of \$750 for public records requests (dash camera and body camera videos) in an effort to discourage time-consuming frivolous requests. We will take a wait and see approach. Law Director Hunt advised all communities are facing this. It's an all or nothing thing - you can't pick and choose who you charge. A lot of requests come from social media outlets, who in turn put the video out there on the internet for a fee.

Councilmember Atton noted January passes were much higher than December but the number of citations were much lower. The Police Chief responded the weather and realignment of the eastbound camera mid-January were factors.

Councilmember Atton was under the impression the FBI scam/fraud seminar was to be broadcast over Zoom. The Police Chief replied that was the intention, but there was a hiccup when starting up the seminar on Zoom at the same time the tree canopy meeting was being Zoomed. Mike Feig will attempt to rescue the seminar recording in the next couple days. The seminar was attended by 40 - 45 people.

8. Service Department Report attached and starts at 1:46:46

Service Director Biggert updated item three on his report. We are getting close to our agreed upon amount of salt to be purchased this year. He is confident in saying we will not have to pay for salt storage this year. Of the last six years, four times we had no room in our salt bin and had to store the additional salt at an average cost of \$4,200 per year.

9. Fire Department Report attached and starts at 1:48:07

Fire Chief Majeski explained "FIU" as it is used in the report. Gates Mills is part of the Heights Hillcrest regional area, and part of that agreement is that we provide people for some of the specialty teams. Right now we have two people on the FIU (Fire Investigation Unit) team, and we have nobody on the Technical Rescue team. Two FIU callouts occurred in January - one to the big apartment fire in Cleveland Heights.

The Fire Chief noted a letter of commendation was given for August Call 157 to Assistant Fire Chief Jamieson, Firefighter Nick Nemastil, and Firefighter Armando Farinacci; also a letter of commendation to Captain Michael Feig for acquiring reimbursement funds for the August storm. The Fire Chief also thanked Sue Reid from

the Chagrin Valley Times for the excellent article about our firefighters and our cadet program.

The Mayor wished to footnote the State FEMA reimbursement mentioned. We will be reimbursed 75% of \$80,000 (roughly \$60,000) for costs incurred on the August 6 storm. Mike Feig and a number of others put together a lot of effort to get those dollars.

11. Motion to obtain bids for the 2025 guardrail program starts at 1:51:36

Village Engineer Courtney stated \$100,000 was provided in the 2025 budget to remove, repair, or replace certain areas of damaged guardrail. After a village-wide inventory of guardrail was completed, it was determined what areas were in the worst shape; then we prioritized them as really bad/bad/kind of bad. We have established a priority within that \$100,000 to start with the worst and work towards the best - much like we're doing with the roads. Our hope is when the bids come in, it will allow us to do all of the \$100,000 worth of work we had scoped. If not, we'll do as much as we can and propose to either extend this year's contract if Council so wishes to do that or come back to do a follow up program next year. A motion tonight will allow for opening bids in time to have a recommendation along with the road program for Council next month. When asked by Councilmember Atton where the very worst guardrail is, the Village Engineer answered Chagrin River Road north of Brigham through the S-curves; then Wilson Mills, Sherman, Old Mill, Brigham. A complete list by address is in the available specs.

Councilmember Broome moved to authorize the Village Engineer to bid the 2025 Guardrail Program. Councilmember Atton seconded the motion.

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

Nays: None

Motion carried.

12. Ordinance No. 2025-6 (First Reading) starts at 1:54:56

"An Ordinance Authorizing All Actions Necessary to Accept Northeast Ohio Public Energy Council (NOPEC) 2025 Energized Community Grant" was read by Mayor Siemborski. We need this documentation to be able to accept a grant for \$8,000. We have not yet earmarked what that money is going to be used for.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Ordinance No. 2025-6 be placed on its final passage. Councilmember Atton seconded the motion.

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

Nays: None

Motion carried.

Councilmember Broome moved to approve Resolution No. 2025-6 and Councilmember Turner seconded the motion.

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

Nays: None
Motion carried.

13. **Ordinance No. 2025-7 (First Reading)** starts at 1:55:49

“An Ordinance to Amend the Annual Appropriation Ordinance No. 2024-52 to Increase Certain Appropriations and Other Expenditures of the Village of Gates Mills, Ohio for the Fiscal Year Ending December 31, 2025” was read by the Mayor. Some might ask why we already need to expand on the numbers that we said we shouldn’t need much change to. Because we do this on a fund by fund basis. You can’t just rely on the largess of the general fund to take care of these things. The water fund bill received from the water department was \$25,750 - we budgeted and appropriated \$25,000 and paid that amount. We owe them \$750, so we’ve asked for the appropriation to be increased by \$1,000. The second appropriation is for refunds in the amount of \$36,000 to RITA. We don’t budget refunds. At times RITA says certain taxpayers paid too much and we need to refund money collected. That would be an additional need from the general fund.

Councilmember Turner moved that the rules requiring ordinances to be read on three different days be suspended and that Ordinance No. 2025-7 be placed on its final passage. Councilmember Atton seconded the motion to suspend the rules.

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

Councilmember Steinbrink moved to approve Resolution No. 2025-7 and Councilmember Deacon seconded the motion.

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

14. **Resolution No. 2025-8 (First Reading)** starts at 1:58:11

“A Resolution Authorizing the Mayor to Enter into a Purchase Agreement with Preston Ford for a 2025 Ford F-550 4 X 4 Cab and Chassis” was read by Mayor Siemborski, and

15. **Resolution No. 2025-9 (First Reading)**

“A Resolution Authorizing the Mayor to Enter into a Purchase Agreement with Best Truck Equipment, Inc. for a Dump Body, Snowplow, Strobe Lighting and Associate Equipment” was read by Mayor Siemborski.

Both quotes came through the purchasing cooperative that is available for municipal equipment. These are the best prices we could find - about \$8,000 higher than budget. Councilmember Steinbrink noted a typo in No. 2025-9 - the dollar amount in the first paragraph and the second are different. The Mayor advised a revision was sent out. The second number, the larger one, is the true number.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2025-8 be placed on its final passage. Councilmember Atton seconded the motion to suspend the rules.

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

Nays: None

Motion carried.

Councilmember Broome moved to approve Resolution No. 2025-8 and Councilmember Deacon seconded the motion.

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

Nays: None

Motion carried.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2025-9 be placed on its final passage. Councilmember Deacon seconded the motion.

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

Nays: None

Motion carried.

Councilmember Steinbrink moved to approve Resolution No. 2025-9 and Councilmember Deacon seconded the motion.

Ayes: Atton, Broome, Deacon Steinbrink, Turner.

Nays: None

Motion carried.

16. Business from the Audience - starts at 2:00:57

Resident Meghan Perez noticed the 2025 priority list in the packet for tonight's meeting and that there had been a special council meeting. Following the discussion earlier about notification to the public, she suggested a Gates Mills Connect email for special council meetings to make sure residents are aware of them. Especially because the priorities discussion Council had might engender some more enthusiasm than the consent agenda. The Mayfield Board of Education, in addition to the consent agenda, does email out and posts on their website when there is a special meeting and the purpose of the meeting.

Having just watched the special counsel meeting on YouTube, Mrs. Perez was aware of the Zoom participation and that there were some challenges. She encouraged Council to think about that when considering Zoom meetings in this forum.

The last thing is that there were some concerns and external perceptions about Mayfield Schools raised at that meeting. The Mayfield School Liaison Committee body is actively working to address misperceptions about the quality of Mayfield schools, and we'll continue to work with Council on that. Councilmembers who have concerns about addressing that are welcome to reach out to us and we can continue to partner. Part of that starts in this room - the kind of narrative that is raised about the

quality of the schools to our constituents and external parties. Unfounded concerns or statements about the quality of the schools or the district's commitment to this location and Gates Mills Elementary don't contribute to that. Hopefully we can continue to engage on those as we move forward.

17. Adjourn

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

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Steven L. Siemborski, Mayor

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

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

1. Roll Call starts at 14:09

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

Other Village officials present were Clerk DeCapite.

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

Ayes: Atton, Broome, Press, Turner.

Nays: Steinbrink

Motion carried.

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

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

2. Ice Breakers starts at 20:47

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Broome - Coming in under budget. The Encore program.

Press - Tree canopy.

Steinbrink- Efficient government surplus.

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

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

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

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

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

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

5. Priorities for 2025 starts at 1:37:30

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

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

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

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

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

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

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

6. Adjourn

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

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Steven L. Siemborski, Mayor

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

3/5/2025 11:33:10 AM

Payment Listing

UAN v2025.1

February 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
7-2025	01/02/2025	01/05/2025	CH	DIVISION OF WATER	\$13.69 *	C
7-2025	02/15/2025	02/15/2025	NEG ADJ	DIVISION OF WATER	-\$13.69	C
46-2025	01/23/2025	01/23/2025	CH	SAM'S CLUB	\$289.88 *	C
46-2025	02/04/2025	02/05/2025	NEG ADJ	SAM'S CLUB	-\$203.06	C
48-2025	01/24/2025	01/27/2025	CH	DIVISION OF WATER	\$69.41 *	C
48-2025	02/04/2025	02/05/2025	NEG ADJ	DIVISION OF WATER	-\$69.41	C
51-2025	01/27/2025	01/27/2025	CH	CINTAS CORPORATION #259	\$1,753.92 *	C
51-2025	02/04/2025	02/05/2025	NEG ADJ	CINTAS CORPORATION #259	-\$188.07	C
65-2025	01/30/2025	02/01/2025	CH	DIVISION OF WATER	\$61.39 *	C
65-2025	02/03/2025	02/05/2025	NEG ADJ	DIVISION OF WATER	-\$61.39	C
71-2025	02/04/2025	02/05/2025	CH	DIVISION OF WATER	\$345.08	C
71-2025	02/04/2025	02/05/2025	NEG ADJ	DIVISION OF WATER	-\$345.08	C
72-2025	02/04/2025	02/05/2025	CH	PRIME PAY	\$83,687.99	C
73-2025	02/04/2025	02/05/2025	CH	CLEVELAND ILLUMINATING CO.	\$456.05	C
74-2025	02/05/2025	02/05/2025	CH	CLEVELAND ILLUMINATING CO.	\$495.16	C
75-2025	02/05/2025	02/05/2025	CH	CLEVELAND ILLUMINATING CO.	\$448.23	C
76-2025	02/05/2025	02/05/2025	CH	THE HARTFORD	\$215.04	C
77-2025	02/05/2025	02/05/2025	CH	EQUIVEST	\$2,507.00	C
78-2025	02/05/2025	02/05/2025	CH	OHIO DEFERRED COMP	\$1,120.00	C
79-2025	02/05/2025	02/05/2025	CH	OHIO DEFERRED COMP	\$7,362.30	C
80-2025	02/06/2025	02/06/2025	CH	CHARTER COMMUNICATIONS	\$62.21	C
81-2025	02/05/2025	02/06/2025	CH	CHASE BANK	\$2.50	C
82-2025	02/11/2025	02/12/2025	CH	CLEVELAND ILLUMINATING CO.	\$741.20	C
83-2025	02/11/2025	02/12/2025	CH	CLEVELAND ILLUMINATING CO.	\$107.68	C
84-2025	02/11/2025	02/12/2025	CH	CLEVELAND ILLUMINATING CO.	\$94.03	C
85-2025	02/11/2025	02/12/2025	CH	CLEVELAND ILLUMINATING CO.	\$150.23	C
86-2025	02/12/2025	02/12/2025	CH	ENBRIDGE GAS OHIO	\$304.00	C
87-2025	02/11/2025	02/12/2025	CH	ENBRIDGE GAS OHIO	\$173.00	C
88-2025	02/12/2025	02/12/2025	CH	PRIME PAY	\$1,053.02	C
89-2025	02/12/2025	02/12/2025	CH	CLEVELAND ILLUMINATING CO.	\$42.81	C
90-2025	02/12/2025	02/12/2025	CH	CLEVELAND ILLUMINATING CO.	\$90.52	C
91-2025	02/12/2025	02/12/2025	CH	CLEVELAND ILLUMINATING CO.	\$89.86	C

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

3/5/2025 11:33:10 AM

Payment Listing

UAN v2025.1

February 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
92-2025	02/12/2025	02/12/2025	CH	CLEVELAND ILLUMINATING CO.	\$88.48	C
93-2025	02/12/2025	02/12/2025	CH	CLEVELAND ILLUMINATING CO.	\$439.98	C
94-2025	02/14/2025	02/14/2025	CH	ENBRIDGE GAS OHIO	\$488.55	C
95-2025	02/18/2025	02/15/2025	CH	PRIME PAY	\$77,557.34	C
96-2025	02/16/2025	02/16/2025	CH	OPERS PUBLIC EMPLOYEES	\$22,862.48	C
97-2025	02/16/2025	02/16/2025	CH	OHIO POLICE & FIRE PENSION	\$28,952.04	C
98-2025	02/18/2025	02/16/2025	CH	SELECTIVE INSURANCE - FLOOD	\$2,779.00	C
99-2025	02/18/2025	02/16/2025	CH	SELECTIVE INSURANCE - FLOOD	\$2,742.00	C
100-2025	02/18/2025	02/16/2025	CH	SELECTIVE INSURANCE - FLOOD	\$9,226.00	C
101-2025	02/18/2025	02/16/2025	CH	CUYAHOGA COUNTY TREASURER	\$19,118.71	C
101-2025	02/26/2025	02/28/2025	NEG ADJ	CUYAHOGA COUNTY TREASURER	-\$2,542.97	C
102-2025	02/18/2025	02/18/2025	CH	LYNDHURST MUNI COURT	\$29,200.00	C
103-2025	02/19/2025	02/19/2025	CH	HOME DEPOT CRC	\$70.62	C
104-2025	02/19/2025	02/19/2025	CH	CINTAS CORPORATION #259	\$1,520.29	C
105-2025	02/20/2025	02/28/2025	CH	CIGNA HEALTHCARE	\$51,109.92	C
106-2025	02/20/2025	02/28/2025	CH	CLEVELAND ILLUMINATING CO.	\$85.69	C
107-2025	02/20/2025	02/28/2025	CH	CLEVELAND ILLUMINATING CO.	\$117.95	C
108-2025	02/20/2025	02/28/2025	CH	CLEVELAND ILLUMINATING CO.	\$724.32	C
109-2025	02/21/2025	02/28/2025	CH	CLEVELAND ILLUMINATING CO.	\$1,132.59	C
110-2025	02/21/2025	02/28/2025	CH	EQUIVEST	\$2,507.00	C
111-2025	02/21/2025	02/28/2025	CH	OHIO DEFERRED COMP	\$7,362.30	C
112-2025	02/21/2025	02/28/2025	CH	OHIO DEFERRED COMP	\$1,120.00	C
113-2025	02/25/2025	02/28/2025	CH	FIRST COMMUNICATIONS, LLC	\$2,877.33	C
114-2025	02/25/2025	02/28/2025	CH	SAM'S CLUB	\$242.79	C
115-2025	02/26/2025	02/28/2025	CH	FP MAILING SOLUTIONS	\$200.00	C
116-2025	02/26/2025	02/28/2025	CH	DIVISION OF WATER	\$69.41	C
117-2025	02/28/2025	03/03/2025	CH	STATE TREASURER OF OHIO	\$337.50	C
118-2025	02/28/2025	03/03/2025	CH	REDSS	\$45.00	C
119-2025	02/28/2025	03/03/2025	CH	LYNDHURST MUNI COURT	\$13.00	C
120-2025	02/28/2025	03/03/2025	CH	DELUXE CHECK PRINTING	\$101.72	C
121-2025	02/28/2025	03/03/2025	CH	LYNDHURST MUNI COURT	\$0.50	C
8151	01/21/2025	01/21/2025	AW	BAUER SUPPLY	\$74.90 *	C

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

3/5/2025 11:33:10 AM

Payment Listing

UAN v2025.1

February 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8151	02/04/2025	02/05/2025	NEG ADJ	BAUER SUPPLY	-\$74.90	C
8165	01/21/2025	01/21/2025	AW	MARS ELECTRIC COMPANY	\$25.93 *	C
8165	02/04/2025	02/05/2025	NEG ADJ	MARS ELECTRIC COMPANY	-\$25.93	C
8173	01/21/2025	01/21/2025	AW	RUMPKE	\$88.22 *	C
8173	02/04/2025	02/05/2025	NEG ADJ	RUMPKE	-\$88.22	C
8179	01/21/2025	01/21/2025	AW	TURNEY HOME & AUTO	\$456.09 *	C
8179	02/04/2025	02/05/2025	NEG ADJ	TURNEY HOME & AUTO	-\$47.48	C
8184	02/06/2025	02/06/2025	AW	AKE ENVIRONMENTAL, INC.	\$2,437.70	C
8185	02/06/2025	02/06/2025	AW	AMCCO	\$100.00	C
8186	02/06/2025	02/06/2025	AW	AMERICAN SECURITY & AV SYSTEMS	\$5,133.76	C
8187	02/06/2025	02/06/2025	AW	BEST TRUCK EQUIPMENT INC	\$15,989.00	C
8188	02/06/2025	02/06/2025	AW	CARGILL, INCORPORATED	\$29,461.47	C
8189	02/06/2025	02/06/2025	AW	CHAGRIN VALLEY DISPATCH	\$11,419.30	C
8190	02/06/2025	02/06/2025	AW	CHARDON WELDING INC.	\$305.00	V
8190	02/06/2025	02/06/2025	AW	CHARDON WELDING INC.	-\$305.00	V
8191	02/06/2025	02/06/2025	AW	MICHAEL E. CICERO	\$1,250.00	O
8192	02/06/2025	02/06/2025	AW	CLEVELAND RESTORATION SOCIETY	\$2,200.00	C
8193	02/06/2025	02/06/2025	AW	DIVISION OF WATER	\$25,000.00	C
8194	02/06/2025	02/06/2025	AW	CONCORD ROAD EQUIPMENT MFG	\$69.95	C
8195	02/06/2025	02/06/2025	AW	THOMAS J COOK	\$900.00	C
8196	02/06/2025	02/06/2025	AW	CUYAHOGA CO FIRE CHIEFS ASSOC	\$550.00	O
8197	02/06/2025	02/06/2025	AW	CUY. SOIL & WATER CONS. DST.	\$6,000.00	C
8198	02/06/2025	02/06/2025	AW	ECONO SIGNS	\$820.40	C
8199	02/06/2025	02/06/2025	AW	EJ USA, INC.	\$622.55	C
8200	02/06/2025	02/06/2025	AW	FIRE FORCE INC	\$230.56	C
8201	02/06/2025	02/06/2025	AW	FIRST CALL	\$243.04	C
8202	02/06/2025	02/06/2025	AW	KIMBALL MIDWEST	\$432.03	C
8203	02/06/2025	02/06/2025	AW	KOLSOM TIRES	\$110.00	C
8204	02/06/2025	02/06/2025	AW	MARS ELECTRIC COMPANY	\$59.47	C
8205	02/06/2025	02/06/2025	AW	McNEIL & COMPANY	\$615.00	C
8206	02/06/2025	02/06/2025	AW	NERONE & SONS, INC.	\$33,879.87	C
8207	02/06/2025	02/06/2025	AW	PUBLIC UTILITIES COMM OF OHIO	\$35.00	C

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

3/5/2025 11:33:10 AM

Payment Listing

UAN v2025.1

February 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8208	02/06/2025	02/06/2025	AW	REFRIGERATION SALES CORP	\$551.38	C
8209	02/06/2025	02/06/2025	AW	RUSH TRUCK CENTERS OF OHIO	\$1,005.00	C
8210	02/06/2025	02/06/2025	AW	SHUTTLE'S UNIFORM INC.	\$204.50	C
8211	02/06/2025	02/06/2025	AW	SHERWIN WILLIAMS	\$86.01	C
8212	02/06/2025	02/06/2025	AW	SITEONE LANDSCAPE SUPPLY	\$448.35	C
8213	02/06/2025	02/06/2025	AW	SOUTHEASTERN EQUIPMENT CO INC	\$93.94	C
8214	02/06/2025	02/06/2025	AW	TECHSPERT DATA SERVICES LLC	\$2,781.38	C
8215	02/06/2025	02/06/2025	AW	TRIAD TECHNOLOGIES, LLC	\$42.97	C
8216	02/06/2025	02/06/2025	AW	TURNEY HOME & AUTO	\$1,528.09	C
8217	02/06/2025	02/06/2025	AW	ULLMAN OIL COMPANY	\$3,163.84	C
8218	02/06/2025	02/06/2025	AW	UNIQUE PAVING MATERIALS CORP.	\$307.50	C
8219	02/06/2025	02/06/2025	AW	VALLEY ENFORCEMENT GROUP	\$12,000.00	C
8220	02/06/2025	02/06/2025	AW	VFIS	\$100.00	C
8221	02/06/2025	02/06/2025	AW	ZOLL MEDICAL GROUP	\$187.00	C
8222	02/06/2025	02/06/2025	AW	ZOOM CAR WASH	\$144.00	C
8223	02/17/2025	02/17/2025	AW	BAUER SUPPLY	\$299.80	C
8224	02/17/2025	02/17/2025	AW	C.W. COURTNEY COMPANY	\$65,292.40	C
8225	02/17/2025	02/17/2025	AW	CCM RENTAL	\$47.36	C
8226	02/17/2025	02/17/2025	AW	CHAGRIN VALLEY TIMES	\$318.75	V
8226	02/18/2025	02/18/2025	AW	CHAGRIN VALLEY TIMES	-\$318.75	V
8227	02/17/2025	02/17/2025	AW	CHARDON WELDING INC.	\$14.10	C
8228	02/17/2025	02/17/2025	AW	WILLIAM H. CHILDS, JR	\$100.00	C
8229	02/17/2025	02/17/2025	AW	THOMAS J COOK	\$600.00	C
8230	02/17/2025	02/17/2025	AW	EUCLID HYDRAULICS, INC	\$160.00	C
8231	02/17/2025	02/17/2025	AW	GENUINE PARTS COMPANY	\$904.98	C
8232	02/17/2025	02/17/2025	AW	INTERSTATE TOWING & TRANSPORT SPECIALIST INC	\$472.50	C
8233	02/17/2025	02/17/2025	AW	RICHARD KAWALEK ARCHITECT INC	\$100.00	O
8234	02/17/2025	02/17/2025	AW	KEN'S WINDOW CLEANING	\$870.00	O
8235	02/17/2025	02/17/2025	AW	KUSTOM SIGNALS, INC	\$1,137.75	C
8236	02/17/2025	02/17/2025	AW	LEXIS NEXIS RISK SOLUTIONS	\$600.00	C
8237	02/17/2025	02/17/2025	AW	MARS ELECTRIC COMPANY	\$41.36	C
8238	02/17/2025	02/17/2025	AW	OHIO MUNICIPAL LEAGUE	\$250.00	C

VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

3/5/2025 11:33:10 AM

Payment Listing

UAN v2025.1

February 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8239	02/17/2025	02/17/2025	AW	O'REILLY EQUIPMENT, LLC	\$101.20	C
8240	02/17/2025	02/17/2025	AW	RUMPKE	\$88.82	C
8241	02/17/2025	02/17/2025	AW	ROETZEL & ANDRESS	\$4,696.00	C
8242	02/17/2025	02/17/2025	AW	SHERWIN WILLIAMS	\$45.04	C
8243	02/17/2025	02/17/2025	AW	SHUTTLE'S UNIFORM INC.	\$170.00	C
8244	02/17/2025	02/17/2025	AW	KEN SIMMONS	\$1,422.87	C
8245	02/17/2025	02/17/2025	AW	STAPLES BUSINESS ADVANTAGE	\$123.28	O
8246	02/17/2025	02/17/2025	AW	T A C COMPUTER INC	\$309.00	O
8247	02/17/2025	02/17/2025	AW	X PRESS PRINTING SERVICES, INC	\$439.00	C
8248	02/17/2025	02/17/2025	AW	RAYS PAGER SALES	\$3,502.47	O
8249	02/17/2025	02/17/2025	AW	COMDOC, INC.	\$520.41	O
8250	02/18/2025	02/18/2025	AW	CHAGRIN RIVER WATERSHED	\$8,630.00	C
8251	02/18/2025	02/18/2025	AW	GATES MILLS LAND CONSERVANCY	\$27,184.13	C
8252	02/18/2025	02/18/2025	AW	SENSYS GATSO USA, INC.	\$29,906.00	C
8253	02/28/2025	02/28/2025	AW	AKE ENVIRONMENTAL, INC.	\$50.00	O
8254	02/28/2025	02/28/2025	AW	CHAGRIN VALLEY TIMES	\$277.50	O
8255	02/28/2025	02/28/2025	AW	DIVISION OF WATER	\$782.12	O
8256	02/28/2025	02/28/2025	AW	D.H. ELLISON CO.	\$100.00	O
8257	02/28/2025	02/28/2025	AW	ENGLEBROOK CONSTRUCTION INC.	\$5,365.00	O
8258	02/28/2025	02/28/2025	AW	EVANS PRINTING COMPANY	\$545.00	O
8259	02/28/2025	02/28/2025	AW	FLOCK SAFETY	\$3,650.00	O
8260	02/28/2025	02/28/2025	AW	JOSEPH GIGLIO	\$100.00	O
8261	02/28/2025	02/28/2025	AW	HALL PUBLIC SAFETY	\$406.99	O
8262	02/28/2025	02/28/2025	AW	MOTOROLA SOLUTIONS, INC.	\$26,179.45	O
8263	02/28/2025	02/28/2025	AW	JOHN PATA	\$1,308.45	O
8264	02/28/2025	02/28/2025	AW	PlanIT Geo, Inc.	\$8,000.00	O
8265	02/28/2025	02/28/2025	AW	PRESTON FORD	\$330.05	O
8266	02/28/2025	02/28/2025	AW	SHUTTLE'S UNIFORM INC.	\$168.50	O
8267	02/28/2025	02/28/2025	AW	TECHSPERT DATA SERVICES LLC	\$437.00	O
8268	02/28/2025	02/28/2025	AW	ZOOM CAR WASH	\$136.00	O
Total Payments:					\$715,047.81	
Total Conversion Vouchers:					\$0.00	

Payment Listing

February 2025

Total Less Conversion Vouchers:	<u>\$715,047.81</u>
---------------------------------	---------------------

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.

TOTAL \$715,047.81

Clerk

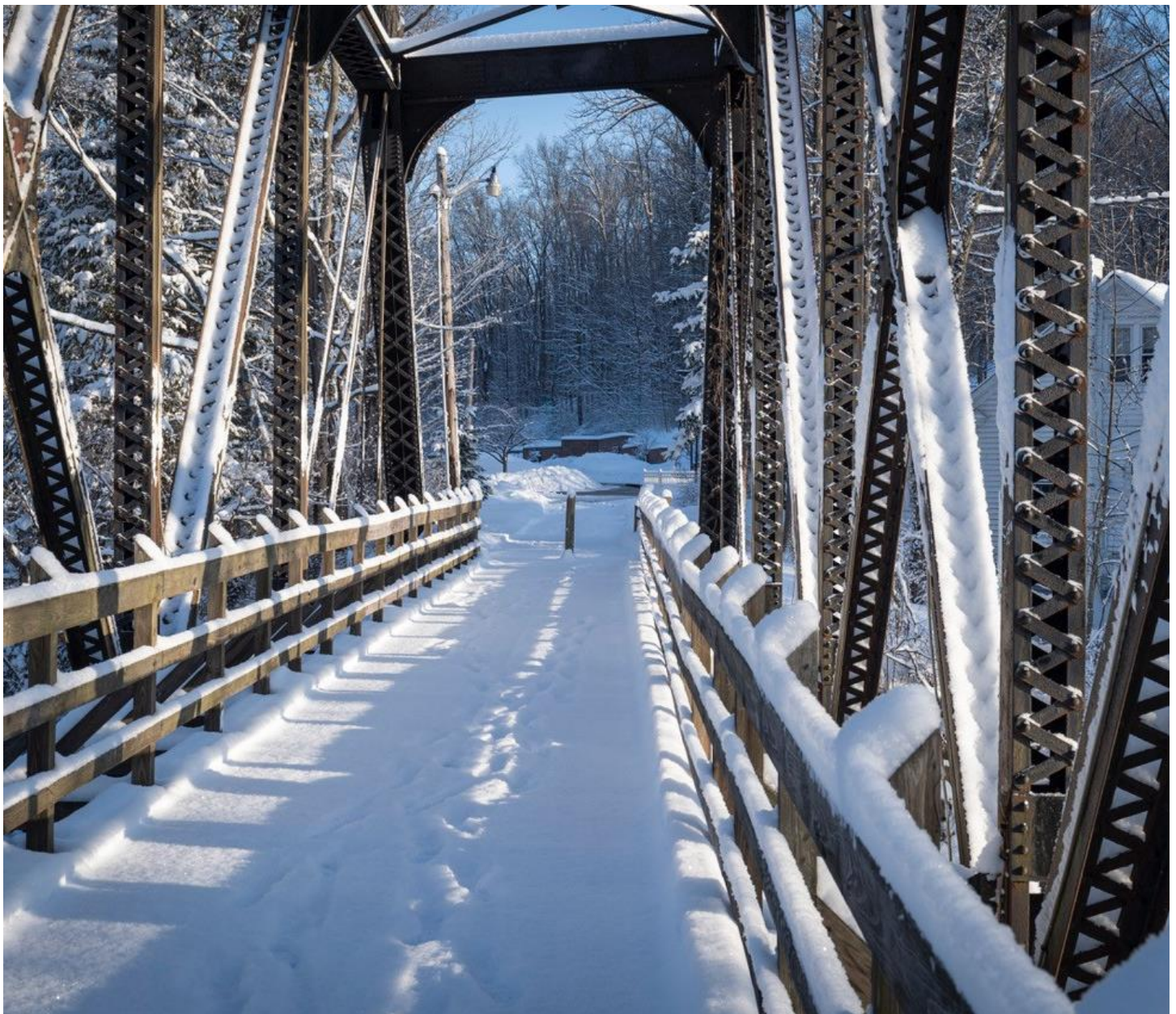
Mayor

CLERK'S CERTIFICATE

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

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

Clerk



Village of Gates Mills 2024 ANNUAL REPORT

1470 Chagrin River Road
Gates Mills, OH 44040
(440) 423- 4405
www.gatesmillsvillage.com



VILLAGE OF GATES MILLS AT A GLANCE

It's been written that people choose to live in Gates Mills for three reasons – natural beauty, historical architecture and community activity. A home in Gates Mills is a way of life. It's a little village with a big tradition of neighborliness and community spirit. It's an opportunity to live in a great metropolitan area yet enjoy the pleasure of small-town life.

The village was founded in 1826 when Holsey Gates constructed a dam across the Chagrin River and built a sawmill. Other establishments followed, and soon a true Western Reserve community was built. The village's architecture mirrored the styles of the settlers' former homes in Connecticut and New England.

Near the turn of the 20th century, prominent Clevelanders bought 2,000 acres to build pleasant country residences for Cleveland businessmen. In 1899, an electric railway was constructed to connect downtown Cleveland with the far reaches of Chardon and Middlefield. The historic bridge shown on our cover, once part of the railway, now serves as a pedestrian crossing over the picturesque Chagrin River.

Today, the Village of Gates Mills is guided by the results of a citizen-led comprehensive planning process that deliberated throughout 2023. Priorities of safety, environmental stewardship and community engagement emerged and frame the activities of the Village.

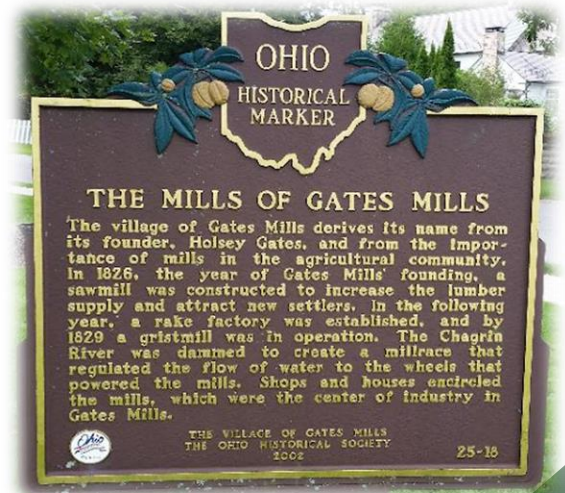
Our Residents

The 2020 U.S. Census provides some interesting data to the residents who call Gates Mills home:

- The Population is 2,264
- The Median Age is 51.7
- The Median Household Income is \$175,833
- The Median Value of Housing Units is \$651,600
- Predominant Occupations:

- Management/Professional	69%
- Service	13%
- Sales/Office	12%
- Other	6%
- Educational Attainment

- High School Graduate or Higher:	98.5%
- Bachelor's Degree or Higher:	74.5%



FROM THE MAYOR

Our Village made significant progress on strategic priorities in 2024.

✦ Strategic Priorities

Building on the thorough work of the citizen-led comprehensive planning committee, the Council and Administration have identified three key strategic priorities for the Village: safety, environmental stewardship, and community engagement. These priorities guide us as we look toward 2032. We express our gratitude for the countless hours of dedication from the hundreds of villagers who contributed to this planning process.

✦ Action on the Priorities

With these priorities established, we have taken decisive steps to bring them to life. Our 2024 achievements, detailed in this report, showcase our progress. Currently, 2,000 villagers are actively participating in community clubs, historic preservation, and environmental projects. Our efforts are fueled by a solid financial foundation, enabling us to prioritize and execute impactful projects.

✦ Looking Ahead

We move into 2025, with confidence, committed to advancing the Village while respecting our past, embracing the present, and preparing for the future. As we reflect on our rich history, we are also excited to look ahead to the Village's 200th anniversary in 2026, a milestone we will celebrate with pride. It will be a time to honor how we've preserved our small-town charm, historic appeal, environmental beauty, and strong community spirit.



Steven L. Siemborski
Mayor

Bridging to the future, we are planning for the evolving needs of our residents,

investing in enhanced technology and additional staffing to bolster security for our residents and their properties. The Administration and Council are exploring the possibility of bringing high-speed, underground fiber optic broadband to every home and business in the Village, providing homeowners with a competitive advantage and an attractive feature for potential buyers.

We remain focused on minimizing environmental risks to the Chagrin River and preserving the health of our woodlands. Additionally, we are thrilled to partner again for the second annual ENCORE – Gates Mills Music and Ideas Festival creating more opportunities for community engagement.

The future is bright for Gates Mills!

Thank you for the honor of serving as your mayor.

Steven L. Siemborski
Mayor, Village of Gates Mills
440-423-4405 Ext. 122
mayor@gatesmillsvillage.com

2024 FINANCIAL REVIEW

The Village maintained a strong financial position in 2024 with a small operating surplus, no debt, \$9.5 million of invested cash, reliable revenue sources and controllable costs. We followed proven guidelines, state law, and prudent practices. Following are the Village's financial operating objectives and achievements.

We budget the year to achieve a balanced budget of revenue equaling expenditures and strive to deliver a break-even result or generate a small surplus. In 2024, the General Fund achieved a modest \$299,000 surplus on operating revenue of \$7,800,000 due to higher than budgeted revenue.

We plan to tackle big projects over several years to reduce the financial cost in any one year. A good example is our six-year road program to achieve a "Good" rating on all roads by the end of 2027, an initial \$6 million project too big for any one year. In 2024, the Capital Improvement Fund spent \$1.25 MM on roads and infrastructure, a figure higher than budgeted to parallel the higher revenue.

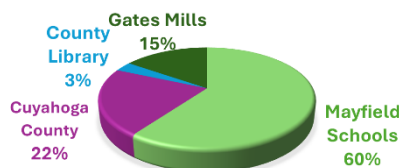
We have the financial strength to address multiyear projects (roads), improvement and emergency projects (culverts and stormwater) and deferred maintenance over several years. The accompanying table shows an invested cash balance of \$9.5 million.

We pride ourselves on quality financial records, having received the highest mark of "Unqualified" auditor opinions every year.

We wisely use ARPA funds on infrastructure to benefit all villagers and to not rely on Federal funding for operations. In 2024, we replaced the culvert on Mayfield Road, provided handicap entrances in the Community House and replaced bathrooms in the Community House and at Marston Park by the racquet courts.

We were successful in communicating with residents the need to renew an operating levy, the fourth renewal since its initial passage in 2005.

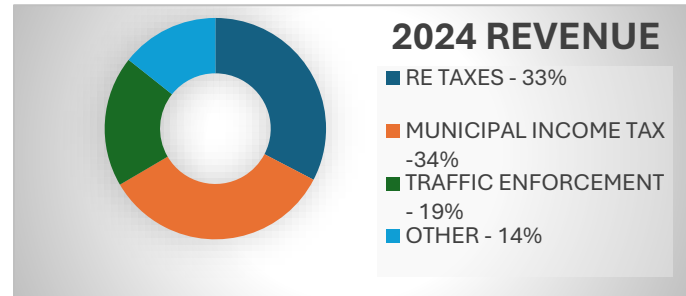
Where Do Real Estate Taxes Go?



Property tax in the Village of Gates Mills is administered by Cuyahoga County. Only 15% of your property taxes support the Village of Gates Mills. The majority support the Mayfield City School District and various Cuyahoga County levies.

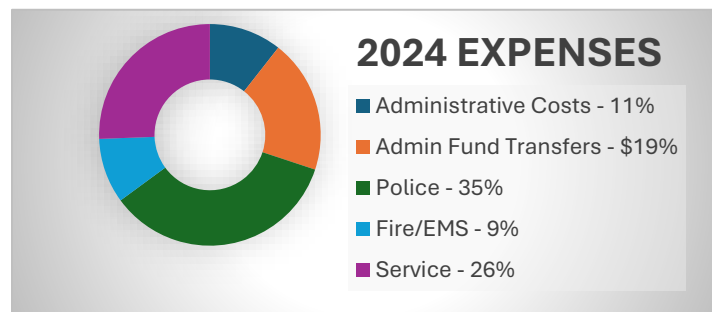
General Fund Revenue

In 2024, the General Fund revenues totaled \$7,799,529. Real estate taxes were \$2,545,820, which was \$57,562 greater than 2023. Municipal income taxes collected were \$2,645,444. This amount exceeded the 2023 amount collected by \$350,344. Gross traffic enforcement receipts (prior to paying Lyndhurst Municipal Court and Sensys Gatso for services) for 2024 were \$1,490,960. This was the first full calendar year of receipts for the program. Other income sources in the General Fund were \$1,117,305. Overall, General Fund revenues exceeded the 2023 amount collected by \$1,497,734.



General Fund Expenses

Expenditures for 2024 were \$7,500,851 compared to \$6,532,650 in 2023. Traffic enforcement expenses accounted for \$755,500 and a new sidearm mower and tractor with attachments were \$175,000. Village expenditures are budgeted and controlled by its four departments – Administration, Police, Fire and Service. Transfers from the General Fund to other funds such as the Capital Improvement Fund for roads and infrastructure were \$1,462,125 for the year.



Cash and Investments at December 31, 2024

General Fund	\$7,879,102
Other Funds	\$1,658,301
Total	\$9,537,403
Debt	\$0

We protect principal by investing only in investment grade securities



SAFETY ACCOMPLISHMENTS

Our Commitment to Safety

Gates Mills residents voiced safety as their highest concern during the comprehensive planning process, and we're proud to build on this strong foundation. Our village has a stellar safety record, and we continue to prioritize measures that ensure the well-being of all residents. In 2024, our goals were clear:

- **Reduce speeding and accidents**
- **Add investigative tools such as Flock cameras**
- **Staff the Fire Station on Saturdays**
- **Respond to emergency weather events without harm to staff or residents**

Our 2024 Safety Accomplishments

Reduced Speeding on Mayfield Road

Speeding on Mayfield Road has been a significant concern. In 2024, with the help of traffic enforcement cameras, we achieved our goal: a **sustained average speed of 45 MPH**. Over **4.3 million vehicles** passed through the village, and while many slowed down, there were still some high-speed drivers. The fastest recorded speed? **108 MPH**! We issued **15,779 citations**, showing our commitment to making the roads safer.

Decreased Traffic Accidents

The intersection of **Chagrin River Road** and **Mayfield Road** was notorious for accidents. Thanks to improvements like wider lanes and better markings, accidents have decreased significantly.

AAA Community Traffic Safety Platinum Award

We're proud to have received the **AAA Community Traffic Safety Platinum Award**, the highest honor given by AAA, for our **outstanding traffic safety programs**. This recognition celebrates our significant efforts in improving quality of life through traffic safety.

Enhanced Security at the Annual Church Festival

Our enhanced security measures at the annual festival ensured **zero incidents**. With support from **Mayfield Heights**, the **Cuyahoga County Downtown Safety Team**, and festival leadership, we created a safe environment for all. A special thank you to our **police, fire, EMS, and service professionals** for their dedication.

Fire Station Staffing on Saturdays

In 2024, we launched a **Saturday staffing program** at the Fire Station. Saturdays are typically the busiest day for emergency calls, so having a certified firefighter stationed at the Fire Station allows for faster response times. This program helps improve **response times** and provides maintenance and training for our staff, while also impacting homeowners' insurance premiums through **fire department certification**.

Re-Lauched the Fire Cadet Program

We're excited to bring back our **Fire Cadet Program**! This initiative offers training in firefighting and emergency medical skills for young adults. Three new cadets have joined, and they're off to the **Fire Academy** for training and hands-on experience. This program continues to be a great pathway to recruiting future firefighters for our village.

Responded to the August 6th Tornadoic Storm



On **August 6, 2024**, our village faced a devastating **tornadoic storm** that impacted roads, utilities, and homes. Thanks to the tireless efforts of our **police, fire, and service**

departments, there were no injuries. We worked with **CEI, neighboring departments, and Cuyahoga County Emergency Response** to clear debris, restore traffic flow, and ensure the safety of residents.

Rebuilt Old Mill Road Due to Water Damage

In September, a **water main break** damaged **200 feet of Old Mill Road**. With assistance from the **Cleveland Water Department** and **Cuyahoga County**, we were able to repair the road in just **6 weeks**, with the project costing **\$323,000**. The road was reopened, ensuring safety and accessibility for all residents.

Looking Ahead





Safety continues to be our top priority. From reducing traffic incidents to enhancing emergency response, our commitment to keeping Gates Mills safe is stronger than ever. Together, we can ensure that our village remains a secure and peaceful place for all who live here.



ENVIRONMENTAL ACCOMPLISHMENTS

Preserving the Beauty of Gates Mills Proudly Protecting Our Environment, Now and for the Future Celebrating Over a Century of Environmental Responsibility!

The villagers of Gates Mills take immense pride in their natural surroundings – the beauty of the Chagrin Valley, scenic river views, and abundant wildlife. For over a century, we've been committed to safeguarding and improving our environment. Our shared responsibility has only grown stronger with time, and today, our focus is on:

-  **Tree Canopy Restoration**
-  **Stormwater Runoff Solutions**
-  **Collaboration with Gates Mills Land Conservancy**
-  **Wastewater and Recycling Improvements**

2024 Environmental Accomplishments

Tree Canopy Committee Established

The decline of the tree canopy in Cuyahoga County, due to disease, development, and urban sprawl, has been addressed head-on. The newly formed Village Tree Canopy Committee is working with local organizations to restore our canopy, remove invasive species, and plant native trees.

Partnering for Invasive Species Removal

We've teamed up with the Ohio Department of Natural Resources (ODNR), Cleveland Metroparks, and the Gates Mills Land Conservancy to remove invasive species and promote healthy forest regeneration.

Invasive Species Remediation: 4 Key Sites

Four locations have been selected for invasive species remediation. This 60-acre project will begin in early Spring with professional removal services, turning it into an educational experience for all residents.

Stormwater Runoff Mitigation

A significant environmental issue has been resolved with the replacement of a culvert at Chagrin River and Mayfield Roads. The project eliminated flooding and pooling that plagued the area for decades, thanks to a funds from the American Rescue Plan Act (ARPA).



Gates Mills Land Conservancy Partnership

Three new Village Trustees have been appointed to the GMLC Board, further strengthening our partnership. Additionally, we're proud to acknowledge the GMLC's acquisition of 15 acres to preserve the beauty of our valley.

Recycling Improvements

With a vision for a more sustainable future, Gates Mills Village has partnered with **Rumpke Waste and Recycling** to introduce a new **tote-based recycling program**. After a successful pilot with 50 families, we rolled out this program to all residents. This initiative will increase recycling participation, reduce landfill waste, and contribute to a greener environment.

Wastewater Improvements

Subject to Council approval, we've secured funding to convert a private wastewater system to a Village-owned and operated system. This transition reduces environmental risks to the Chagrin River and increases system efficiency. The project, estimated at \$545,000, will be funded entirely by the private operator.

Join Us in the Journey to Protect Our Environment!

Let's work together to ensure that the natural beauty of Gates Mills remains intact for generations to come. Stay connected for updates and ways to get involved! For more information, visit our website or contact the Village Hall.



COMMUNITY ENGAGEMENT ACCOMPLISHMENTS

Your Village, Your Voice

Throughout the **comprehensive planning process**, residents asked for more ways to connect and engage with one another. Ideas ranged from adding community assets like a **coffee shop** (check – we’ve got one!) to hosting **cultural events** and creating informal gathering spaces. We're thrilled to offer **exciting community engagement opportunities** all year round, many in partnership with local organizations that have long been part of our village fabric. Here's how we responded to requests:

- 🎯 **Responding to Pickleball Demand:** Repairing, resurfacing, and restriping the courts for better play.
- 🎨 **Increasing Cultural Events:** More music, art, and fun for all!
- 🎉 **Continuing Popular Holiday & Recreation Events:** Keeping those beloved traditions alive.

2024 Community Engagement Highlights

🎯 Pickleball & Tennis: Serving Up Fun!

Pickleball has been gaining traction in the Village, with **107 residents** on our distribution list and **30 active players** in 2024! To meet demand, we've invested **\$35,000** to repair and resurface the **2 tennis courts**, converting them into **4 pickleball courts** and **2 tennis courts**. The **Gates Mills Improvement Society**, through its **Marston Park Fund**, generously contributed **\$9,500** for the purchase of four **moveable pickleball nets**.



🎵 Increasing Cultural Events: Gates Mills & ENCORE

In partnership with the **ENCORE Chamber Music Institute**, the Village proudly supported and rebranded the **ENCORE – Gates Mills Music and Ideas Festival**. For **eight years**, ENCORE has attracted world-class mentor and prodigy violinists, violists, and cellists, growing into a **nationally renowned event**. The festival's success continues to grow, and the Village is thrilled to have hosted several **free performances** throughout the festival, including the **Season Finale** with ENCORE Camerata at the Community House.

🎪 Continuing Our Popular Holiday & Recreation Events: Fun for All Ages!

The **Village Center** is at the heart of our community, hosting cherished events like the **53rd Annual Art Show**, **Easter Egg Hunt**, **4th of July Parade**, **Summer Concerts**, **Halloween Party**, and **Movie Nights**. Our community came together to enjoy **Yoga in the Village**, **Gates Mills Players** performances, and our **Hanukkah “Festival of Lights” celebration**. The **Christmas Eve Bonfire** was a highlight of the season, bringing neighbors together to celebrate and wish each other well.

🏠 Welcoming New Residents & Giving Back

We welcomed **28 new residents** at our **annual New Resident Social** and showed our community's generosity by collecting **two carloads** of toys for the **“Cram-a-Cruiser” collection**.

Village Organizations: The Heart of Our Community

A special thank you to our **village organizations** that make all these events possible, and who are constantly helping us build a more connected and engaged village.

- Friends of the Gates Mills Library 📖
- Gates Mills Community Club 🍷
- Gates Mills Garden Club 🌸
- Gates Mills Historical Society 🏛️
- Gates Mills Improvement Society 🌳
- Gates Mills Land Conservancy 🌲
- Gates Mills Players 🎭
- Gates Mills Village Council 🏠



Village of Gates Mills
1470 Chagrin River Road
Gates Mills, OH 44040

PRSRT STD
ECRWSS
U.S.POSTAGE
PAID
EDDM Retail

BUSINESS HOURS

Town Hall
Monday-Friday, 8 a.m.-5 p.m.

www.gatesmillsvillage.com

LOCAL POSTAL CUSTOMER

2024 ANNUAL REPORT

www.gatesmillsvillage.com

VILLAGE PHONE NUMBERS

TOWN HALL

1470 Chagrin River Road
Gates Mills, OH 44040

Phone: (440) 423-4405

Fax: (440) 423-2002

Emergency- Police, Fire & Medical

9-1-1

Police, Fire, Ambulance

(440) 423-4456

Hillcrest Hospital

(440) 312-4500

TOWN HALL extensions:

Phone: (440)423-4405

Mayor	ext. 122
Police Chief	ext. 112
Fire Chief	ext. 106
Service Director\Building Official	ext. 127
Finance Administrator	ext. 126

Gates Mills Community Club\Pink Sheet (440) 423-1245

Gates Mills Community House (440) 423-4633

Gates Mills Post Office (440) 423-0428

Gates Mills Branch Library (440) 423-4808

Rumpke Waste & Recycling (800) 828-8171

COUNCIL, CLERK, MAYOR



(From left): Beth DeCapite, (Clerk), Laurie Deacon, Craig Steinbrink, Scott Broome, Sandra Turner, Steve Siemborski, (Mayor), Michael Press, David Atton. Not Pictured: Ed Welsh(deceased)



D. Gregg Minichello
Police Chief



Tom Majeski
Fire Chief



Dave Biggert
Service Director\
Building Official



Janet Mulh
Finance Administrator



Dixon Morgan, Jr.
Treasurer

VILLAGE OF GATES MILLS

FINANCIAL REPORT FOR THE MONTH ENDING FEBRUARY 28, 2025

MONTHLY RESULTS AND FINANCIAL POSITION

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

GENERAL FUND

Revenue for the month was \$830,433 and \$1,184,130 year-to-date. Real estate tax advances were lower than received in 2024 by \$296,000. Municipal income taxes were \$43,188 higher this year than last year at this time. Receipts from real estate taxes and municipal income taxes are based on collections by Cuyahoga County and RITA. The Village is dependent on the timing of those agencies' billing and collection activities and on the timing of taxpayer remittances. Real estate tax invoices were mailed out later this year, as the county was awaiting the state to certify values.

The traffic camera enforcement program gross receipts in February were \$109,370. Year-to-date receipts are trailing 2024's number by \$117,515. Vehicles are passing through the Village at lower and safer speeds, thereby achieving the primary objective of road safety. Accordingly, citations and receipts are lower in 2025 than in 2024. Expenses for the program are to Lyndhurst Municipal Court and Sensys Gatso, which appear in the Police Department expenditure area of the General Fund. Expenses in February totaled \$59,106 for a net collection of \$50,264 for the month. Net collections year-to-date are \$110,028.

Other sources of revenue, excluding the traffic camera program, were \$153,852 in February. Year-to-date the Village has received \$231,001 compared to \$153,211 in 2024's other sources of revenue. The Mills Building rental income is higher this year due to a tenant paying rent for the year in January. The Village received \$63,212 from the State of Ohio's Emergency Management Agency for the reimbursement of costs associated with the tornadic storm the Village endured in August of 2024. This amount is included under Miscellaneous in Other Sources of Revenue.

Expenditures for 2025, excluding transfers to other funds from the General Fund, were \$502,481 for February. The Village transferred \$1,241,500 to the Capital Improvement, Wastewater, and Police Pension Funds in January. Village expenses are budgeted and controlled by its four departments (Administration, Police, Fire and Service).

The Administration Department incurred expenses of \$65,608 in February. Income Tax Expenses are higher year-to-date due to a refund that was recorded in January. General Insurance includes the Village's professional and liability coverages along with flood insurance policies. The policies were \$15,626 more than last year's total amount paid, \$122,476 in 2025 and \$106,850 in 2024. Office Expenses of \$3,533 year-to-date include the purchase of new computers for the Mayor's office and the Town Hall Coordinator's office.

The Police Department recorded expenses of \$215,278 in February. The Department's expenses were \$413,240 as of the end of February, which is \$36,680 less than the prior year-to-date amount of \$449,920. Lower costs were attributable to the traffic camera program, negotiated lower dispatch fees, and a change in health insurance. The overtime amount of \$11,695 is higher than last year's amount of \$7,123 as the Department is covering the hours of an injured employee.

The Fire Department 2025 costs of \$132,642 were slightly lower than last year's amount of \$134,168. Wages are higher year-to-date this year by \$7,980 due to the increased hours for station duty; however, Ambulance/EMS costs are lower than this time last year by \$7,906.

The Service Department incurred \$200,926 in expenses in February. Year-to-date, the Department has incurred \$349,690 which is \$141,827 less than last year's figure of \$491,517. Overtime wages of \$23,280 exceeded last year's amount of \$10,040 due to the number of snow and ice storms experienced this year. Salt expense was \$57,207 compared to last year's amount of \$7,313. Building operation and maintenance is lower this year, as last year we had to complete the emergency replacement of furnace units at the Mills Building. The Village purchased a new Turf Tiger mower in February for \$15,989 which was included in the 2025 budget.

In summary, for two months of the year, the Village operated with a General Fund shortfall of \$1,205,444 due to completing the annual transfers to other funds of \$1,241,500. Excluding transfers, the surplus would be \$36,056. Last year, the Village had a shortfall of \$524 with only \$196,500 transferred to other funds.

The General Fund cash balance on February 28, 2025 was \$6,673,658 compared to the beginning of the year balance of \$7,879,102.

OTHER FUNDS

The Village is required to maintain other special purpose funds by statute or contract. Cash in these funds amounted to \$2,788,767 on February 28, 2025. The increase from the end of 2024 was mainly due to transfers from the General Fund. The Land Conservation Fund paid invoices to Chagrin River Watershed Partners for annual dues, Gates Mills Land Conservancy for the 50% of shared levy proceeds, and PlanIt Geo for a Tree Canopy Committee project. The Safety Fund expenses were for a new Flock Camera (license plate reader) and 5 new Motorola radios for better communication between the safety forces. Both projects were funded by generous donations from residents of our village.

Janet M. Mulh, MPA
Finance Administrator

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
FEBRUARY 28, 2025

	2025 BUDGET	Current Month	2025 Year to Date	2024 Year to Date
General Fund (GF) Revenues:				
Taxes:				
Real Estate Taxes	2,785,820	366,000	389,000	685,000
Municipal Income Taxes	2,415,000	201,211	339,671	296,483
Share of Sales and State Taxes	-	-	4,587	10,862
Total Tax Revenue	5,200,820	567,211	733,258	992,345
Other Sources:				
Fines and Costs	75,100	3,784	5,968	10,237
Traffic Camera Gross Receipts	1,520,000	109,370	219,870	337,385
Building/Liquor Permits & Licenses	51,040	250	2,000	6,618
Interest Income	273,500	37,398	51,245	51,278
Rental Income	222,360	25,280	27,087	19,902
Mills Building Rental Income	142,631	6,199	41,941	14,689
Ambulance Income	50,000	-	20,369	24,624
SRO Reimbursement	94,500	15,742	15,742	15,742
Misc \$63,212 OH Emerg Mgmt	66,750	65,200	66,650	10,121
Total Other Sources Revenue	2,495,881	263,222	450,871	490,596
Assessments:				
School Board/Property Assessment	-	-	-	-
Total General Fund Revenues	7,696,701	830,433	1,184,130	1,482,941
Add Year Beginning General Fund Balance		6,345,706	7,879,102	7,580,424
Less Expenses:				
Administration Costs	(see Page 2)	(65,608)	(252,501)	(211,360)
Administration - Transfers		-	(1,241,500)	(196,500)
Police Department Costs	(see Page 3)	(215,278)	(413,240)	(449,920)
Fire Department Costs	(see Page 3)	(20,670)	(38,402)	(32,023)
Fire Department Ambulance	(see Page 3)	-	(94,239)	(102,145)
Service Department Costs	(see Page 4)	(200,926)	(349,690)	(491,517)
Total General Fund Expenses		(502,481)	(2,389,574)	(1,483,465)
Current General Fund Balance		6,673,658	6,673,658	7,579,900
Plus:				
Other Fund Current Balances		2,788,767	2,788,767	2,196,537
Total Current Balance - All Funds		9,462,424	9,462,425	9,776,437

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
FEBRUARY 28, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
ADMINISTRATION:				
Salaries and Wages	169,664	13,430	26,054	24,923
Health Insurance	48,681	3,876	5,430	15,040
Worker's Comp/Medicare	5,500	228	528	663
Employee Retirement (OPERS)	29,000	2,216	4,297	4,102
PERSONNEL COSTS	252,845	19,751	36,309	44,728
Legal - Law Director	60,000	4,696	8,334	12,402
Legal - Prosecutor	58,750	1,250	4,563	3,625
Legal - Other	2,000	278	278	8
Engineering	48,610	3,847	6,757	4,750
Other Professional Services	111,500	10,922	21,629	26,093
LEGAL AND PROFESSIONAL	280,860	20,992	41,560	46,878
General Insurance	130,000	14,747	122,476	106,850
Income Tax Expense	70,000	6,757	46,107	8,864
County Auditor Expenses	73,000	-	-	-
Office Expenses	14,500	3,112	3,533	2,123
Miscellaneous Expenses	5,500	250	2,517	1,917
OTHER ADMINISTRATIVE COSTS	293,000	24,866	174,633	119,754
ADMINISTRATION OPERATING COSTS	826,705	65,608	252,501	211,360
Transfers to Other Funds	1,241,500	-	1,241,500	196,500
TOTAL ADMINISTRATION COSTS	2,068,205	65,608	1,494,001	407,860

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
FEBRUARY 28, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
POLICE DEPARTMENT:				
Salaries and Wages	1,280,250	96,648	185,810	175,019
Overtime	35,000	4,078	11,695	7,123
Health, OPERS, MEDI, Worker Comp	314,819	23,964	40,861	57,884
PERSONNEL COSTS	1,630,069	124,689	238,365	240,026
Gasoline	25,000	-	4,605	-
Repairs and Maintenance	17,000	1,017	1,073	2,112
Uniforms	16,000	543	543	243
Training/Conferences	13,000	700	2,675	2,323
Dispatch Operating Fee	140,000	11,419	22,839	28,126
Alarm System Fee	17,000	4,169	4,169	4,331
Maintenance Agreements/Radio Expenses	28,000	-	14,409	14,562
Traffic Camera Program LMC	336,000	29,200	49,540	46,620
Traffic Camera Program Gatso	405,000	29,906	60,302	98,680
Other Expenses	16,000	496	1,583	1,897
V.E.G.	12,000	12,000	12,000	11,000
OTHER POLICE DEPART COSTS	1,025,000	89,451	173,738	209,894
Vehicle Purchases	52,000	-	-	-
Equipment Purchases	26,000	1,138	1,138	-
CAPITAL EXPENDITURES	78,000	1,138	1,138	-
TOTAL POLICE DEPARTMENT COSTS	2,733,069	215,278	413,240	449,920

FIRE DEPARTMENT:				
Salaries and Wages	227,500	14,389	29,379	21,399
PERS, MEDI, SOC SEC, Worker Comp	33,900	1,228	2,915	3,070
PERSONNEL COSTS	261,400	15,617	32,294	24,469
Vehicle Maintenance	10,000	55	65	62
Ambulance/EMS <i>see below</i>	486,900	-	94,239	102,145
Training/Conferences	12,500	100	100	-
Contracts & Annual Fees	26,000	1,165	1,948	6,984
Other Expenses	15,000	231	493	508
OTHER FIRE DEPARTMENT COSTS	550,400	1,551	96,845	109,699
CAPITAL EXPENDITURES	131,300	3,502	3,502	-
TOTAL FIRE DEPARTMENT COSTS	943,100	20,670	132,642	134,168
<i>Ambulance Income on Cover Page</i>	<i>50,000</i>	<i>-</i>	<i>20,369</i>	<i>24,624</i>

**VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
FEBRUARY 28, 2025**

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
SERVICE DEPARTMENT:				
Salaries and Wages	823,725	63,653	122,783	112,302
Overtime	30,975	12,223	23,280	10,040
Health, OPERS, MEDI, Worker Comp	362,200	32,411	56,913	66,441
PERSONNEL COSTS	1,216,900	108,286	202,976	188,783
Salt/Aggregate (snow removal)	60,000	29,910	57,207	7,313
Building Inspection	18,000	1,666	1,666	1,500
Equipment Maintenance	52,000	3,136	5,444	19,000
Gasoline Expense	40,000	3,207	11,387	3,104
Supplies/Uniforms	36,500	3,446	7,527	7,368
OPERATING COSTS	206,500	41,366	83,231	38,285
BUILDING OPERATION & MTC				
Village Hall	166,100	6,474	13,276	13,891
Village Houses	2,300	(61)	35	123
Community Building	20,700	2,940	4,163	6,743
Post Office	2,300	270	270	40
OBT Building	1,850	86	214	306
Wash House	4,200	(14)	14	27
Burton Court	3,200	1,508	1,632	3,247
Mills Building	75,100	16,431	17,128	41,344
BUILDING OPERATION & MTC	275,750	27,634	36,732	65,721
Street Repair	5,000	308	308	321
Ditch, Drain, Sewers	30,500	-	66	-
Tree Grinding (Contractors)	15,000	-	-	-
Street Lighting	20,000	1,167	2,334	2,565
Parks	21,000	5,262	6,422	7,303
Guardrails, Signs, Bridges	10,000	914	1,632	573
STREETS AND ROADS	101,500	7,651	10,762	10,762
Vehicles	120,000	-	-	174,689
Other Equipment	18,000	15,989	15,989	13,277
CAPITAL EXPENDITURES	138,000	15,989	15,989	187,966
TOTAL SERVICE DEPARTMENT COSTS	1,938,650	200,926	349,690	491,517

VILLAGE OF GATES MILLS
FINANCIAL STATEMENT
FEBRUARY 28, 2025

	Beginning Year Balance	Year-to-date Actual Receipts	Year-to-date Actual Expenses	Unexpended Balance
Street Const Maint Repair	169,334	33,017	-	202,351
State Highway	27,207	2,783	-	29,989
Bond Retirement (KeyBank Loans)	2,730	-	-	2,730
	<hr/> 199,270	<hr/> 35,800	<hr/> -	<hr/> 235,069
Capital Improvement	260,244	1,054,523	88,130	1,226,637
Water	302,465	-	25,782	276,683
Wastewater Plant	11,467	71,958	15,974	67,451
Park Recreation	22,147	1,500	545	23,102
Cemetery	72,220	-	-	72,220
Mayor's Court-Violations Bureau	560	1,276	1,026	810
Mayor's Discretionary	505	1,500	-	2,005
Purcell Trust	30,296	-	-	30,296
Land Conservation	326,382	43,365	47,551	322,197
Local Fiscal Recovery Fund (ARPA)	157,531	-	10,000	147,531
Building Bond Deposit	156,162	-	-	156,162
Underground Storage Tank	11,000			11,000
Safety Fund	50,473	10,000	43,619	16,854
Police Relief & Pension	33,832	182,000	35,481	180,351
Law Enforcement	-	-	-	-
VEST Grant	-	-	-	-
OneOhio Fund (Opiod)	2,348	-	-	2,348
STATE Grants	21,399	4,745	8,093	18,051
TOTAL OTHER FUNDS	<hr/> 1,658,301	<hr/> 1,406,667	<hr/> 276,201	<hr/> 2,788,767
GENERAL FUND	7,879,102	1,184,130	2,389,574	6,673,658
TOTAL ALL FUNDS	<hr/> 9,537,403	<hr/> 2,590,797	<hr/> 2,665,775	<hr/> 9,462,425

STATE OF THE VILLAGE
FEBRUARY 28, 2025

	2025	2024
Total Current Balance - All Funds	9,462,425	9,776,437
Cash and Investments:	2/28/2025	2/29/2024
Cash:		
ANCORA	8,736,993	8,506,715
CHASE DDA	310,315	163,495
CHASE SAV - LAND CONS	1,498	265,047
STAR OHIO -LAND CONS	320,699	-
CHASE VIOLATIONS BUREAU	42,218	26,712
Star Ohio	106,882	939,742
Total Cash	9,518,606	9,901,711
(OUTSTANDING CHECKS)	(56,181)	(125,274)
Total Cash and Investments	9,462,425	9,776,437

** From Wastewater Fund

GENERAL FUND SUMMARY	BUDGET	FEBRUARY	2025 YEAR TO DATE	2024 YEAR TO DATE
Real Estate Taxes	2,785,820	366,000	389,000	685,000
Municipal Income Tax	2,415,000	201,211	339,671	296,483
Share of Sales and State Taxes	-	-	4,587	10,862
Other Sources	2,495,881	263,222	450,871	490,596
Assessments	-	-	-	-
TOTAL OPERATING REVENUES	7,696,701	830,433	1,184,130	1,482,941
 OPERATING EXPENSES				
Administration Department	826,705	65,608	252,501	211,360
Police Department	2,733,069	215,278	413,240	449,920
Fire Department	943,100	20,670	132,642	134,168
Service Department	1,938,650	200,926	349,690	491,517
Transfers excluding Inheritance Taxes	1,241,500	-	1,241,500	196,500
TOTAL OPERATING EXPENSES	7,683,024	502,481	2,389,574	1,483,465
 SURPLUS (DEFICIT)	 13,677	 327,952	 (1,205,444)	 (524)

Project	February 28, 2025	BUDGET	FEBRUARY	YEAR TO DATE EXPENSES		COURTNEY	OTHER	SCMR/STHWY
	CAPITAL IMPROVEMENT							
	2025 Road Program	850,000	39,623	39,623		39,623		
	Riverview Change Orders		33,880	33,880			33,880	
	Sidewalk Project	78,125	-	-				
	Storm Water Regulations & Issues	20,000	9,127	9,127		9,127		
	Salt Bin Engineering	50,000	-	-				
	Guardrail Replacement	100,000	5,500	5,500		5,500		
	Broadband	500,000	-	-				
	Contingencies	20,000						
TOTAL	CAPITAL IMPROVEMENT	1,618,125	88,130	88,130		54,250	33,880	-

Village of Gates Mills

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

March 2025 Council Meeting (February Report)

- 1) Congratulations to Sgt. Randy Savage and SRO Arch Kimbrew on their work anniversaries. Sgt Savage surpassed 27 years and Officer Kimbrew 26 years.
- 2) An identity theft report was filed by a Brigham Road resident. An unknown male attempted to purchase several vehicles in the resident's name in southern states via the internet. Invest ongoing.
- 3) A Euclid man was sentenced to 18 months in prison for causing a serious car accident under the influence on Mayfield and County Line Road last March.
- 4) An officer is expected to return on April 3rd after being off approximately four months due to an on-duty injury.

Monthly Totals:

- 50 Traffic Citations.
- 34 Warnings.
- 16 Incident/Accident reports
- 982 House Checks
- 6,861 Patrol Miles.
- Monthly Fines \$ 3784.00

Sincerely,



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

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

February Citations Issued

1127

Gates Mills Service Department

"Yours in service since 1920"

TO: Mayor
and Council Members

FROM: Dave Biggert, Service Director

RE: SERVICE DEPARTMENT REPORT – FEBRUARY 2025

1. In February, no building permits were issued.
2. In February 2024, 9 building permits had been issued for a total construction value of \$840,287.
3. In February, the Service Department took delivery and stored 403.52 tons of salt. This final amount represents 110% of salt purchased under the 2025 ODOT salt contract for this season.
4. Last month, John Pata, Assistant Service Department Manager registered as a certified Commercial Drivers License Instructor with *Ohio Bureau of Motor Vehicles*. He provided the required CDL training and testing to our newest member Nick Nemastil. Following the class instruction, Nick passed the state licensing examination and received his Class B CDL license.

Registering as an instructor and providing the training in-house, saved approximately \$6,500 for an outside provider and saved roughly three months of classroom time.

5. In February, our reimbursement request from the *Northeast Ohio Regional Sewer District* was approved. We will be receiving a total reimbursement of \$42,098 for Chagrin River Watershed Dues, Mayfield Road stormwater sewer cleaning and televising, and Phase 2 Stormwater mapping.

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

Respectfully Submitted,



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

Gates Mills Fire Department

February 2025 Council Report

DATE	NFIRS NUMBER	Address/Location	Description of Incident
2-04-25	2025-19	550 Battles Road	Unauthorized Burning
2-10-25	2025-20	1740 County Line Road	Chimney Fire
2-13-25	2025-21	2045 SOM Center Road	Odor of Haz Material
2-18-25	2025-22	1940 Skyline Drive	Mutual Aid Fire-Richmond Heights
2-21-25	2025-23	6725 Gates Mills Blvd.	Water Main Break
2-23-25	2025-24	2045 SOM Center Road	Fire Alarm-Maintenance Building
2-24-25	2025-25	12465 County Line Road	Auto Aid-Fire Alarm-Chesterland
2-26-25	2025-26	1950 Berkshire Road	Fire Alarm

CURRENT MONTH TOTAL	2025 YEAR TO DATE	2024 YEAR TO DATE
G.M. FIRE 8	26	30
M.V. EMS 16	33	26
Canceled & Signoffs 1	Canceled & Signoffs 2	

The February training topics were:

February 5, 2025 ISO Creditable fire training class. Majeski.

February 11, 2025 Review water and ice rescue equipment and procedures. Walk thru and preplan of Chagrin Valley Hunt Club and Stables. Review General Order #8 turnout gear & PPE care, laundering, and decontamination.

February 25, 2025 Seminar at Willoughby Hills Fire Department—Strategy and tactics to predict and deal with flooding in the Chagrin River Valley. Ohio Dept of Natural Resources and Chagrin River Watershed Partners.

February 25, 2025 Commercial Fire Operations: hose advancements, fire attack, large area search, victim rescue, door breaching techniques, and forcible entry. Mutual Aid Drill—Sponsored by Highland Heights Fire Department.

February 25, 2025 Long Supply Hose (LDH) preplan and update. Modes of operation tactical preplan. Size-up, transitional, offensive, defensive, and rescue modes. Walk thru and preplan of St. Francis School.

February employee anniversaries:
Firefighter Scott Magoch – 37 Years
Firefighter Paul Sabataitis – 9 Years
Firefighter Cory Eisenberg-1 year

Thomas Majeski

March 4, 2025

First Reading
1/21/25

Second Reading
2/18/25

RESOLUTION NO. 2025- 5

BY COUNCILMEMBER DEACON

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT, AN INDEFEASIBLE RIGHT-TO-USE AGREEMENT, AND A GRANT OF RIGHT OF FIRST REFUSAL AGREEMENT WITH CHAGRIN VALLEY GIG, LLC TO PROVIDE A FIBER OPTIC BROADBAND COMMUNICATIONS NETWORK IN THE VILLAGE OF GATES MILLS

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

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

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

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

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

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

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

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

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

which agreements are on file with the Village Clerk.

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

SECTION 2: The Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public in compliance with the law.

SECTION 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed the ____ day of _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

SERVICES AGREEMENT

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

Recitals

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

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

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

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

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

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

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

(a) CVG will, at its own cost and expense, engineer and design the Fiber Network, provided, however, that it will engineer and design the same in collaboration and

coordination with Village which shall include, but not be limited to, consulting with, incorporating recommendations from, and providing full access of information to, Village's IT staff, public works staff and other key personnel. Village, through its permitting authority, will have the right to approve both the initial planning and the final engineering/design of the Fiber Network prior to the construction of the same and CVG will cooperate with Village to ensure that areas of service be prioritized as determined by both CVG and Village, and are constructed in accordance with that priority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Village of Gates Mills:

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

Notice to CVG:

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

19. Notice of Financial Instability. In the event CVG experiences an adverse change in its financial condition (including but not limited to, insolvency, bankruptcy, appointment of a receiver or trustee, failure to meet financial obligations as they become due, decline in creditworthiness, or a material reduction in assets, revenues, or operational capacity) that may reasonably affect its ability to perform its obligations under this Agreement, CVG shall promptly notify Gates Mills in writing. Such notice shall include a description of the circumstances and any anticipated impact on performance.

20. Notice of Ownership Change, Asset Sale, Acquisition, or Dissolution. In the event CVG undergoes a change in ownership, sale of all or substantially all of its assets, merger, acquisition, or consolidation of all or substantially all of its parts, or dissolution of all or substantially all of its parts, it must provide prior notice in writing to Gates Mills.

21. Notice of Cessation of Fiber Services to Cell Tower. In the event CVG intends to cease providing fiber services to the cell tower identified in **Exhibit B** and under the IRU agreement, CVG shall provide advance written notice to Gates Mills at least thirty (30) days prior to the discontinuation of service. Such notice shall specify the effective date of cessation, the reason for discontinuation, and include an alternative carrier meet-me point fulfilling the intended purpose of the cell tower. The Parties shall engage in good faith discussions to explore alternative solutions, if applicable. The cessation of services shall not affect any other rights or obligations under this Agreement unless otherwise mutually agreed in writing.

22. Headings and Titles. All paragraph headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions hereof or thereof.

23. Governing Law. This Agreement is governed by and construed under the laws of the State of Ohio, without regard to conflict of laws principles.

24. Venue. The exclusive venue for all cases or disputes related to or arising out of this Agreement shall attach to the appropriate state or federal courts in Cuyahoga County, Ohio.

25. No Third-Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

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

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

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

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

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

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

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

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

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

35. **Entire Agreement.** This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The

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

[Signature page immediately follows]

DRAFT

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

Village:

VILLAGE OF GATES MILLS

By:

Name:

Title:

CVG:

CHAGRIN VALLEY GIG, LLC
an Ohio limited liability company

By:

Name:

Title:

EXHIBIT A TO SERVICES AGREEMENT

CHAGRIN VALLEY GIG AND VILLAGE OF GATES MILLS

INDEFEASIBLE RIGHT-TO-USE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

1. **DEFINITIONS.**

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

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

2. **GRANT.**

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

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

3. **CONVERSION OF SERVICES TO IRU.**

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

4. **TERM.**

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

be renewed with the mutual consent of both parties.

5. CONSIDERATION.

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

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

6. OWNER OBLIGATIONS.

6.1 Owner shall:

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

7. USER OBLIGATIONS.

7.1 User shall:

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

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

8. JOINT OBLIGATIONS.

8.1 Owner and User jointly:

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

9. MAINTENANCE.

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

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

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

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

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

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

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

representative available to assist User in any repair of the User System.

10. USE OF THE USER SYSTEM.

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

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

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

11. INDEMNIFICATION.

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

12. INSURANCE.

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

13. DEFAULT.

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

such thirty (30) day period), the non-defaulting party may terminate this Agreement for cause under this Section by written notice to the other party and may exercise its legal rights and remedies as a result of such Event of Default. During the term of this Agreement, each party, and their successors and assigns, has the right to enforce this Agreement and any provisions in law and or equity by seeking monetary damages, injunction, specific performance, or other legal and equitable relief without prejudice to any other rights or remedies such party may have at law or in equity for breach of this Agreement.

14. FORCE MAJEURE.

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

15. ASSIGNMENT.

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

16. WAIVER OF TERMS OR CONSENT TO BREACH.

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

17. RELATIONSHIP NOT A PARTNERSHIP OR AN AGENCY.

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

18. NO THIRD-PARTY BENEFICIARIES.

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

19. EFFECT OF SECTION HEADINGS.

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

20. NOTICES.

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

If to User to:

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

If to Owner to:

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

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

21. SEVERABILITY.

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

22. COMPLIANCE WITH LAW.

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

23. GOVERNING LAW AND VENUE.

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

24. ENTIRE AGREEMENT.

24.1 This Agreement, including any Exhibit attached hereto, all constitute the entire agreement between the Parties with respect to the subject matter. This Agreement cannot

be modified except in writing signed by both Parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DRAFT

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

USER:

Village of Gates Mills, Ohio

By: _____

Its: _____

OWNER:

Chagrin Valley GIG, LLC

By: _____

Its: _____

[REST OF PAGE LEFT INTENTIONALLY BLANK]

ATTACHMENT A TO THE IRU

FIBER ROUTE MAP

PATH #1:

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

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

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

PATH #3:

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

PATH #4:

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

PATH #5:

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

PATH #6:

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

PATH #7:

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

PATH #8:

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

PATH #9:

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

PATH #10:

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

PATH #11:

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

ATTACHMENT B TO THE IRU

OWNER'S SERVICE LEVEL AGREEMENT FOR IRU

1. SERVICE DEFINITION

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

2. SERVICE LEVEL AGREEMENT (SLA)

(A) SLA Terms and Conditions

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

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

(B) Mean Time to Repair (MTR)

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

(C) Signal Loss Guarantee

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

EXHIBIT B TO THE SERVICES AGREEMENT

Payment Schedule for Connecting Buildings

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

	Amount	Coordinates	Address
Wastewater Treatment Plant	\$70,000.00	41.528931°,-81.406650°	1129 Chagrin River Road
Gates Mills Community House	\$70,000.00	41.520592°,-81.405441°	1460 Chagrin River Road
Total	\$140,000.00		

	Amount	Coordinates	Address
Archive Building	\$35,000.00	41.521841°,-81.405105°	1413 Chagrin River Road
Police Chief house	\$35,000.00	41.520719°,-81.407289°	7520 Glenwood Road
Public Library	\$35,000.00	41.520000°,-81.404465°	1491 Chagrin River Road
Burton Ct.	\$35,000.00	41.519916°,-81.404359°	1501 Chagrin River Road – C
Mills Building	\$35,000.00	41.519819°,-81.404324°	1501 Chagrin River Road – A
Post Office	\$35,000.00	41.519355°,-81.405163°	1500 Chagrin River Road
Wash House	\$35,000.00	41.518523°,-81.403550°	7635 Old Mill Road
P2P Wireless from hub or hardwired to 1 of 3: Fire Dept, Service Garage or Community Club	\$35,000.00	41.520222°,-81.405192°; 41.520412°,-81.406450°; OR 41.519708°,-81.405746°	1470 Chagrin River Road
Total	\$280,000.00		

<i>CASH PrePaid Service of Dark Fiber to Cell Tower for emergency/default alternative upstream access</i>	Amount	Coordinates	Address
Cell Tower Everstream PoM	\$35,000.00	41.525256°,-81.414044°	1325 Carpenter Road

Total	\$455,000.00		
-------	--------------	--	--

DRAFT

EXHIBIT C TO THE SERVICES AGREEMENT

GRANT OF RIGHT OF FIRST REFUSAL

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

RECITALS:

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

B. Village is executing this ROFR in favor of CVG in order to perform one of the Village’s obligations under the Service Agreement.

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

1. If at any time Village intends to accept any offer (“**Proposed Offer**”) to lease or purchase all or any part of the Property (each part of the Property that is the subject of the Proposed Offer is an “**Offered Parcel**”), Village will first offer to CVG the right to lease or purchase the Property, the Offered Parcel, or the Offered Parcels, as the case may be, in accordance the Proposed Offer.

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

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

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

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

Notice to Village of Gates Mills:

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

Notice to CVG:

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

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

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

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

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]

DRAFT

Village of Gates Mills: VILLAGE OF GATES MILLS

By: _____
Name: _____
Its: _____

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

By: _____
Name: _____
Its: _____

DRAFT

STATE OF OHIO)
)SS
COUNTY OF _____)

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

Notary Public
Commission Expiration: _____

STATE OF OHIO)
)SS
COUNTY OF _____)

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

Notary Public
Commission Expiration: _____

This instrument prepared by:

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

ATTACHMENT A TO THE ROFR

PROPERTY DESCRIPTION

Situated in the Village of Gates Mills, County of Cuyahoga, and State of Ohio, and known as being part of Sublot No. 18 in the T. H. Haberecht Subdivision of part of Original Mayfield Township Lot No. 6 in Tract No. 2 and Lot No. 1 in Tract No. 3 as show by the recorded plat in Volume 55 of Maps, page 14 of Cuyahoga County records and being 50.14 feet front of the easterly side of River Road 166 feet deep on the northerly line and 154.37 feet on the southerly line and 50 feet in rear, be the same more or less but subject to all legal highways.

EXHIBIT D TO THE SERVICES AGREEMENT

DISCOUNTED RATES

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

- (a) Basic access at the time of the Effective Date will provide 500 Mbps downstream and 500 Mbps upstream.
- (b) Lifeline Access at the time of the Effective Date will provide 300 Mbps downstream and 300 Mbps upstream.

EXHIBIT E

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

ORDINANCE NO. 2025-10

BY MAYOR SIEMBORSKI

AN ORDINANCE AUTHORIZING THE DISPOSAL BY SALE OF A VEHICLE THAT IS UNNEEDED FOR VILLAGE PURPOSES; AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Chief of Police are recommending the disposal by sale of a Village vehicle no longer needed for continued municipal police purposes – i.e., a 2019 Tesla Model S passenger car (VIN 5YJSA1E41KF312193) (the “Vehicle”);

WHEREAS, the Village Police Department has determined that its operations will be better served by replacing this electric passenger-type vehicle with an electric pick-up truck and the new truck dealers were not offering an acceptable trade-in value for the Tesla vehicle;

WHEREAS, Section 721.15 of the Ohio Revised Code provides for the discarding of such municipal personal property by authorization of the Village Council;

WHEREAS, the Chief of Police has solicited three (3) proposals from third parties to purchase the Vehicle and the highest and best proposal was submitted by Carvana in the amount of \$29,800.00;

WHEREAS, pursuant to its home rule authority under Article XVIII, Section 3, of the Ohio Constitution, this Council determines that it is in the best interests of the Village and in furtherance of the general welfare of the public to sell the Vehicle as soon as possible to the highest and best proposer.

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

Section 1: The Chief of Police is authorized to dispose of the Vehicle described in the recitals of this Ordinance by its sale to the highest and best proposer, Carvana, for the amount of \$29,800.00. It is found and determined by this Council that the Vehicle is unneeded for Village purposes.

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

Section 3: This Ordinance is declared to be an emergency measure as an exercise of local self-government pursuant to Article XVIII, Section 3 of the Ohio Constitution and necessary for the immediate furtherance of the safety and general welfare of the public and the Village and to timely take advantage of the time-limited offer of Carvana; therefore, provided it receives two-

thirds of the vote of all members of Council elected thereto, this Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

Passed the ____ day of _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

RESOLUTION NO.: 2025- 11

BY MAYOR SIEMBORSKI

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH R. E. WARNER AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR A NEW SALT DOME.

WHEREAS, the Village of Gates Mills desires to engage R. E. Warner and Associates, Inc. ("R. E. Warner") to provide professional services for design and construction administration services for a new salt dome for the Service Department;

WHEREAS, R. E Warner has submitted a proposal to the Village to provide such services for the lump sum of Eighty-Eight Thousand Five Hundred Dollars (\$88,500.00) (the "Proposal"). A copy of the Proposal and proposed Agreement (the "Agreement") is attached hereto as Exhibit A.;

WHEREAS, this Council has determined that it is in the best interests of the Village to engage R. E. Warner to provide the professional services for the new salt dome as set forth in the Proposal and the Agreement.

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

Section 1: The Council of the Village of Gates Mills authorizes the Mayor to enter into a professional services agreement with R. E. Warner and Associates, Inc. substantially in the form of the Agreement attached hereto as Exhibit A, except that the Village shall not indemnify R. E. Warner for any claims arising out of the Agreement at Section 2.2 of the Standard Terms and Conditions thereof or otherwise, and for a total lump sum not to exceed Eighty-Eight Thousand Five Hundred Dollars (\$88,500.00), which agreement 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 by in full force at the earliest period allowed by law.

Passed the _____ day of _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

EXHIBIT A



R. E. WARNER

ENGINEERS | ARCHITECTS | SURVEYORS

VIA--E-MAIL

daveb@gatesmillsvillage.com

February 20, 2025

Mr. David Biggert
Village of Gates Mills
1470 Chagrin River Road
Gates Mills, OH 44040

Reference: Village of Gates Mills (Gates Mills)
Gates Mills Service Department New Salt Dome
Professional Services Proposal No. P06425

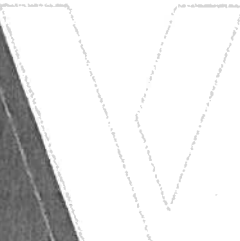
Dear Mr. Biggert:

Thank you for the opportunity to submit our proposal for your New Salt Dome.

R.E. Warner is dedicated to your operational success. Our team members have decades of experience developing facilities and infrastructure that are home to the essential products and services of the modern world, and we understand the critical nature of our clients' operations. With that in mind, we provide an extensive range of services across engineering, architecture and surveying, and we are committed to working alongside your team to achieve your objectives.

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

Based on emails and our phone conversation our understanding of the scope of this project is detailed below.



25000 Country Club Blvd., Ste. 340, North Olmsted, Ohio 44070 | P: 440.835.9400 | F: 440.835.9474 | rewarner.com

PROJECT OVERVIEW

Village of Gates Mills is looking to add a new 1,000-ton salt dome to their facility. While the location is somewhat fluid, the site can accommodate a location without affecting existing structures. The current salt structure is to be evaluated on if it can be reused.

PHASE 1

To fulfill the scope of services for this project R.E. Warner will provide design and drawings for the following disciplines:

General Scope:

1. Attend the following meetings:
 - a. Project kickoff meeting at Gates Mills
 - b. One virtual design review meeting with Gates Mills
2. Provide conceptual site sketches to have approved by Gates Mills to proceed to final design.
3. Conduct field work as necessary to document existing conditions.

Phase 1 Clarifications

1. Up to three sketches will be produced for Gates Mills' consideration and approval.
2. Once Gates Mills selects a final layout, REW will review the Phase 2 portion of the project and update design costs based on guidance received from Gates Mills.
3. Final approved site layout subject to verification with provided Survey or survey verification performed by REW.

PHASE 2

To fulfill the scope of services for this project R.E. Warner will provide design and drawings for the following disciplines:

1. Architectural
2. Civil
3. Structural
4. Electrical

In addition to the engineering services, R.E. Warner will provide project management for the design team and attend meetings as noted below.

Architectural Scope:

1. Provide design, plans, sections, and details for the Authority Having Jurisdiction (AHJ) plan review and construction, including the following buildings and areas:
 - a. Salt Dome

Civil Scope:

1. Provide design, plans, sections, and details for AHJ plan review and construction associated with the following:
 - a. Demolition of existing roadways, structures, buildings, fences, or appurtenances in the way of the construction
 - b. Proposed new salt dome structure
 - c. Erosion and sediment control
 - d. Locate exterior bollards in the vicinity of the new salt dome structure
 - e. Grading, paving and drainage in the vicinity of the new salt dome structure
2. Conduct interviews with Gates Mills to understand the site operations and required traffic flows.

Structural Scope:

1. Provide design, plans, sections, details, and elevations for AHJ plan review and construction of the following structures:
 - a. Building foundations, slabs, and walls for the salt dome
 - b. Provide a design narrative for the dome to be delegated design

Electrical Scope:

1. Provide design, plans, sections, and details for AHJ plan review and construction of the following electrical systems:
 - a. Interior lighting for salt dome
 - b. Grounding system for salt dome if needed

Opinion of Probable Cost Scope:

1. Develop the following items:
 - a. Cost and construction schedule based on design development level drawings
 - b. Cost and construction schedule based on final construction documents
2. Provide a high-level cost estimate to the accuracy feasible early in the project.

General Scope:

1. Attend the following meetings:
 - a. One design review meetings at Gates Mills
 - b. Contractor pre-bid meeting
2. Provide the following onsite construction support:
 - a. 8 site visits during construction
 - b. Complete construction walkthrough and create punch list
3. Review RFI's during the bidding period. 12 hours have been allotted for this task.
4. Review RFI's and submittals during construction. 16 hours have been allotted for this task.
5. Provide as-recorded drawings based on contractor red-line markups.

Contract Administration Scope:

1. Conduct coordination with the contractor and Gates Mills by initiating and relaying correspondence.
2. Monitor and document on-site construction activities via written reports and photographs.
3. Facilitate project meetings, generate and distribute meeting minutes. During construction these meetings will coordinate communications, answer questions, address problems and prioritize tasks. For Progress Meetings, prepare the agenda, facilitate, take notes, distribute and update notes daily.
4. Receive and review progress schedule updates, verifying the schedule conforms to the contract schedule and is accurate. Notify the Gates Mills of any deviations.
5. Receive and review pay applications, verifying progress of items invoiced for, prepare and certify the pay application for the Gates Mills's approval.
6. Receive and process/distribute shop drawings.
7. Receive and process/distribute requests for information.
8. Document and control contractor change orders. The cost implications for these items will also be reviewed and discussed to verify that the cost associated with said changes are in line with industry standards and the contract itself.
9. Perform close out work which will include a list of deficiencies (often referred to as a punch-list). This list will be sent to the Contractor with the instruction to complete prior to the issuance of their final payment. During the same period, we will request required closeout documents from the Contractor, including the final payment application, project data and maintenance manuals, warranties, final waiver of lien, etc. Upon receipt of the required information, R.E. Warner will review and process the final payment application.
10. Coordinate required special inspections with contractor.

Project Management Scope:

1. Provide a single point of contact for project communication with Gates Mills.
2. Organize and lead project meetings.
3. Provide meeting minutes for meetings.
4. Create and maintain an action items list to track information transfer between Gates Mills and R.E. Warner.
5. Manage project engineering schedule
6. Manage engineering budgets.
7. Track design changes and coordinate approval from Gates Mills prior to implementation.
8. Verify deliverables are consistent with the project contract.
9. Prepare permit submittals for Gates Mills to submit to the agency having jurisdiction for each individual bid package.
10. Submit documents as required by authority having jurisdiction for planning, architectural review board, zoning, plan review and building permit procurement.

DELIVERABLES

1. Prepare one electronic copy of drawings for review, bid, and construction issues.
2. Additional copies requested by the client will be invoiced in accordance with our current rate sheet.
3. Prepare scope of work portion of construction specifications.
4. Prepare bid tabulations.
5. Prepare record status drawing revisions based on marked prints furnished by the contractor.
6. Original drawings will be delivered to Gates Mills upon completion of the project.
7. Document files in AutoCAD format(.dwg) will be delivered to Gates Mills upon completion of the project. These files are for your use and reference only. Because of potential data degradation and for record purposes, we will maintain an electronic copy of each document in portable document format (Adobe PDF) as the copy of record. Modification of the electronic media without our written permission is at the sole risk of the user.

RESPONSIBILITIES OF GATES MILLS AND/OR OTHERS

1. Designate a representative with authority to receive information and transmit instructions.
2. Provide requirements for the project including objectives, constraints, design and construction standards and reference drawings.
3. Arrange for safe, unrestricted access to the project site as required.
4. Inform R.E. Warner of all known or suspected hazardous substances, materials or constituents that may be present at the job site.
5. Obtain any and all consents, approvals, licenses and permits necessary for the project.

6. Provide construction and equipment contract inquiries and awards.
7. Provide construction supervision and safety compliance.
8. Provide detail shop drawings and submittals of structural steel, rebars, miscellaneous steel, piping and conduit supports, etc.
9. Provide record information to allow preparation of record status drawings by R.E. Warner.

CLARIFICATIONS AND EXCEPTIONS (C&E)

General C&E:

1. R.E. Warner reserves the right to pause work based on changes in scope. The pause will allow for updating of schedule and hours planning based on the change in scope.
2. This proposal assumes all project standards will be based on R.E. Warner design and drawings standards. These standards include but are not limited to drawing standards, title blocks and preferred material specifications. If required, incorporation of client standards can be completed at an additional cost to this proposal.
3. This proposal includes modeling in Revit to LOD 300.
4. It has been assumed the required geotechnical recommendations are available. If additional information is not available, R.E. Warner can provide a bid specification for procurement of geotechnical services at an additional cost to this proposal.
5. It has been assumed the required site survey data is available. If additional information is not available, R.E. Warner can provide the survey or a bid specification for procurement of survey services at an additional cost to this proposal.
6. This proposal assumes all environmental engineering will be by others. EPA permits, permits submission and modeling/drawings for permitting will only be completed as noted in the project scope.
7. This proposal assumes drawings submitted for review will be fully reviewed by Gates Mills to confirm direction is consistent with expectations. Design decisions on progress reviews should be identified at this time and adjustments to direction should be made through review comments and meetings.
8. It has been assumed that all meetings and communication can be completed via the meetings noted in the project scope. If additional weekly call-in meetings or travel for meetings is required, these services will be billed for travel and working time based on R.E. Warner's standard rate sheet for the year the services were completed.
9. We will provide assistance with building permit applications, however, building permit fees and submittals to city, county and state agencies will be by Gates Mills.
10. Technical specifications will be provided on drawings using general notes and details. Book specifications will not be provided, but can be included if requested at an additional cost to this proposal.

11. The proposal assumes all underground utility locations will be provided by GATES MILLS. The use of ground penetrating radar and/or pot holing has not been included in the cost of this proposal.
12. This proposal assumes there will only be a construction of a salt dome and not any provisions for incorporation of a brine or other solution based systems.
13. Property research and title work have not been included in the cost of this proposal.
14. This proposal does not include any presentation drawings such as renderings, materials boards or 3D images.
15. This proposal assumes the project is not funded by the Department of Energy or the Department of Defense. If funded by either organization, additional reporting and project controls will be required. These can be provided at an additional cost to this proposal.
16. Any excluded items listed above can be included as an amendment to this proposal.
17. This proposal assumes supply chain mitigation will not be required during construction.

Structural C&E:

1. It has been assumed lateral/seismic loads from the new trusses have an adequate load path to the building lateral force resisting system and added loads are less than the 10% of original design accounted for in the STATE Building Code.

Electrical C&E:

1. Backup and emergency generation has been excluded from the scope of this proposal. If a backup/emergency generator is required, this can be designed at an additional cost to this proposal.
2. Communication design is not included in this proposal.
3. It has been assumed that there is adequate power and available spares in the nearby maintenance building to power lighting in the new salt dome. Additions to the existing distribution system have not been included in this proposal.

Civil C&E:

1. It is assumed that the existing surface is considered impervious, resulting in the project replacing impervious surface for impervious surface and stormwater with sheet flow as existing impervious surface. If additional stormwater design will be required, these services can be completed for an additional fee.
2. It is assumed no utilities will be designed by civil.
3. This proposal does not include any traffic studies. Traffic information is to be provided by Gates Mills.
4. Truck turning verifications are not included in this proposal. It is assumed all traffic on site will be standard non-commercial and box delivery trucks.
5. Cut/Fill estimates and balancing are not included in this proposal.

6. As-built record surveys are not included in this proposal. If required by the Village of Gate Mills, we can provide these services for an additional fee.
7. It is assumed that the gravel on site has been compacted and the soils under laying the gravel is not infiltratable, the gravel will be assumed to be impervious.

KEY PERSONNEL

Mr. Ted Beltavski will be the project officer.

Mr. Toby Locher will serve as project manager.

SCHEDULE

A mutually agreeable schedule will be developed upon receipt of a signed contract.

ENGINEERING COST

Our services covered herein will be provided for a lump sum amount of \$88,500.00.

Phase 1	\$6,500
<u>Phase 2 (Preliminary Pricing)</u>	<u>\$82,000</u>
Total Contract Amount:	\$88,500

METHOD OF PAYMENT

Payment for our services will be monthly. Our invoices will be based upon our estimate of the proportion of the total services actually completed at the time of billing.

R.E. Warner reserves the right to hold final deliverables until payment is received for past due invoices.

TERMS AND CONDITIONS

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

VALIDITY

This proposal is valid for 60 calendar days. Acceptance at a later date will require confirmation or modification of schedule and costs. All work performed after December 31, 2025 is subject to an up to 5% increase annually.

CONFIDENTIALITY

This proposal reflects our knowledge of your requirements and our unique approach to addressing those requirements. Since we do not receive a fee for this proposal, this document should be considered proprietary property of R.E. Warner and should not be disclosed in any way to other parties without the written consent of R.E. Warner.

ACCEPTANCE

If you find the proposal acceptable, please sign and return one copy of this agreement. This will serve as our formal authorization and agreement to provide these services. If you prefer to issue a purchase order, please send to ARReceipts@REWarner.com reference Proposal No. P06425.

We have created this proposal to meet the unique needs of you and your project. If you have any questions or would like to discuss any aspects of this proposal in further detail, please call me anytime at 614-301-4826 (cell).

Sincerely,

R.E. WARNER & ASSOCIATES, INC.



Toby Locher
Senior Project Manager

DTL/lej

Enclosures: Standard Terms and Conditions

ACKNOWLEDGED AND ACCEPTED

R.E. WARNER & ASSOCIATES, INC.

ACKNOWLEDGED AND ACCEPTED

VILLAGE OF GATES MILLS

By


Theodore A. Belavski, PE

By

Title

President & CEO

Title

Date

February 20, 2025

Date

**R.E. WARNER & ASSOCIATES, INC.
STANDARD TERMS AND CONDITIONS**

1. ACCEPTANCE

1.1 Acceptance of the Proposal for Engineering Services (the "Proposal") (whether by execution of formal acceptance or not) by CLIENT (as defined in the Proposal), or CLIENT's notice to R.E. Warner & Associates, Inc. ("CONSULTANT"), to commence with the work described in the Proposal shall evidence CLIENT'S acceptance of the Proposal and the standard terms and conditions contained herein (the "Terms and Conditions and, together with the Proposal, collectively referred to as the 'Agreement'")

1.2 No additions or modifications to any of the Terms and Conditions as they appear in the Agreement shall be binding upon the CONSULTANT unless they are agreed to in writing and signed by an officer of the CONSULTANT.

2. INDEMNIFICATION

2.1 Subject to the liability limitation provisions of section 5.11, and within the limits and conditions of the insurance stated under section 5.15, CONSULTANT shall indemnify and save CLIENT harmless from and against any loss, damage or liability arising from any negligent acts, errors or omissions by CONSULTANT, its agent or staff employed by it. CONSULTANT shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agents, staff, and other subconsultants or subcontractors employed by it.

2.2 CLIENT shall indemnify CONSULTANT, its employees, agents, and subconsultants or subcontractors against any and all claims arising out of or in connection with (a) the negligent actions, omissions or willful misconduct of Client, (b) CONSULTANT'S design, if there has been a deviation from the design beyond the CONSULTANT'S control or CLIENT'S failure to follow CONSULTANT'S recommendation and such deviation or failure caused such claims, (c) CLIENT'S breach of its warranties or obligations under this Agreement, or (d) or CONSULTANT'S performance of services under this Agreement; provided, however, that the foregoing indemnification shall not apply to the extent any damages are caused solely by the gross negligence or willful misconduct of CONSULTANT.

3. PERIOD OF SERVICE

3.1 CONSULTANT is not responsible for delays due to factors beyond CONSULTANT'S control.

3.2 If CLIENT requests changes in the project, compensation for, and time of performance of, CONSULTANT'S services shall be adjusted appropriately as determined by CONSULTANT.

4. OPINION OF PROBABLE COST

4.1 Because CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable construction cost will be made on the basis of CONSULTANT'S employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its opinions of probable project cost.

5. GENERAL

5.1 Termination

5.1.1 Either party may terminate obligation under this Agreement upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

5.1.2 CLIENT may terminate CONSULTANT'S obligation to provide further services upon twenty days' written notice if project is cancelled.

5.1.3 In the event of termination, progress payments due CONSULTANT for services rendered, plus unpaid reimbursable expenses and termination charge, shall constitute total compensation due.

5.2 Reuse of Documents: Ownership

5.2.1 All tangible items prepared by CONSULTANT, whether or not incorporated into any final work product, are instruments of service and CONSULTANT retains all copyrights therein. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT'S written consent is prohibited. CLIENT shall indemnify CONSULTANT, its employees, agents, and subconsultants or subcontractors against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

5.2.2 Submittal or distribution of items in connection with the project is not publication in derogation of CONSULTANT'S rights.

5.2.3 CONSULTANT'S analytic methods, instruments, techniques, management systems, protocols, procedures and know-how are proprietary and belong solely to CONSULTANT, whether or not developed, modified or amended in the course of CONSULTANT'S services to CLIENT.

5.3 Payment

5.3.1 CONSULTANT shall submit periodic statements for service rendered and reimbursable expenses incurred. CLIENT shall make prompt payments.

5.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or a rate of 18%, whichever is less, shall accrue, and in addition, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services until it has been paid in full all amounts due it.

5.3.3 CLIENT has provided or shall provide for payment on account of any amounts withheld from payments to contractors.

5.3.4 CONSULTANT'S compensation shall not be reduced on account of any amounts withheld from payments to contractors.

5.4 Controlling Law, Jurisdiction, Venue

This Agreement shall be governed by Ohio law. CLIENT hereby agrees that proper and exclusive venue for all litigation arising out of this Agreement lies in the Courts of Cuyahoga County, Ohio and CLIENT hereby agrees to adhere to and hereby submits to the personal jurisdiction of the Courts of Cuyahoga County, Ohio for all litigation arising hereunder.

5.6 Successors and Assigns

5.6.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives or such other party, in respect to all covenants and obligations of this Agreement.

5.6.2 CLIENT shall not assign, sublet, or transfer any interest in agreement without written consent of the other. CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

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

5.6 Accounting Records. Records of CONSULTANT'S personnel time, reimbursable expenses, and accounts between the parties shall be kept on generally-recognized accounting basis.

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

5.8 Waiver. The failure of either party to insist upon a strict performance of any of the Agreement, terms, covenants and conditions hereof, the Agreement or any agreement executed in connection therewith, shall not be deemed a waiver of any rights or remedies that either party may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants, or conditions.

5.9 Responsibility. It is understood that in performing engineering services, CONSULTANT is not authorized to act as CLIENT'S agent in regard to contractual matters with others who may be involved in the project.

5.10 Standard of Care. CONSULTANT'S services shall be performed in accordance with generally accepted principles and practices. In performing its professional services, CONSULTANT will use degree of care and skill ordinarily exercised under similar circumstances by members of its profession. EXCEPT FOR REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH HEREIN, CONSULTANT HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED) IN CONNECTION WITH THE SERVICES TO BE PERFORMED HEREUNDER).

5.11 Limits of Liability. CLIENT agrees to limit CONSULTANT'S liability to CLIENT and to all construction contractors and subcontractors on this project, due to CONSULTANT'S professional negligent acts, errors or omissions, shall be limited such that the total aggregate liability of CONSULTANT to all those named shall not exceed \$50,000 or ten percent (10%) of the final total of this Agreement, whichever is greater.

5.12 Delays. Any delays in or failure of performance by either party under this Agreement, or any other agreement executed in connection therein, shall not constitute default hereunder or give rise to any claims for damages against said party if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to, acts of governmental authority, acts of God, strikes, or other concerted acts of workmen, inability to procure materials or labor, fires, floods, explosions, riots, war, rebellion, and sabotage.

5.13 Disclaimer: Asbestos. It is understood that the handling or removal of asbestos or asbestos products involves certain health risks which require specific safety measure.

CONSULTANT shall not be responsible for safety and safety measures on the job in connection with such handling and removal, including measures for the protection of employees of CLIENT, Contractors or Subcontractors, nor for the protection of the general public. Such responsibility for safety and safety measures is, and shall remain, that of Contractors and Subcontractors. Therefore, CLIENT agrees to indemnify, hold harmless and defend CONSULTANT and its employees from all claims, suits, damages or expenses, including but not limited to, fees and charges of attorneys and court arbitration costs, arising from or alleged to arise from exposure to or inhalation of asbestos or asbestos fibers.

5.14 Disclaimer: Hazardous Substances. CLIENT agrees to indemnify, hold harmless and defend CONSULTANT and its employees from all claims, suits, damages or expenses, including but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excepting only such liability as may arise out of the sole negligence of services under this Agreement.

5.15 Insurance. CONSULTANT represents and warrants that CONSULTANT is and all agents, staff and consultants employed by CONSULTANT are protected by Workers' Compensation Insurance and has the following coverage under professional liability, general liability and property damage insurance policies:

Professional Liability \$1,000,000 annual aggregate

General Liability \$2,000,000 annual aggregate
Comprehensive

Automobile Liability \$2,000,000 annual aggregate

Certificates for all such policies of insurance shall be provided to CLIENT upon written request.

5.16 Arbitration. Any claim or controversy arising out of or relating to this Agreement or any other document executed in connection therein, or breach thereof, with the consent of both parties, shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Any such arbitration shall take place in Cleveland, Ohio, or such other place as CONSULTANT may reasonably designate.

5.17 Conflicting Terms. In the event of a conflict between the terms of this Agreement and the terms of any other agreement entered into by the parties in connection with the project, whether written or oral, the terms of this Agreement shall control.

5.18 Entire Agreement. The Proposal and the Terms and Conditions embody the entire agreement between CONSULTANT and CLIENT in connection with the project. No prior or contemporaneous oral or written negotiations or understandings shall be of any force or effect with respect to this Agreement.

5.19 Warranty as to Authority. CLIENT hereby represents and warrants that the execution of this Agreement is within the CLIENT'S powers, has been duly authorized by appropriate corporate action, and is not in contravention of CLIENT'S articles of incorporation, by-laws, regulations, close corporation agreement, or capital stock or any amendment thereto, and is not in contravention of any other agreement to which CLIENT is a party or by which it is bound. This warranty shall survive and continue after execution and delivery of this Agreement.

RESOLUTION NO. 2025- 12

BY MAYOR SIEMBORSKI

A RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT FOR THE 2025 ROAD PROGRAM; AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to public advertisement, public competitive bids were received by the Village on March 14, 2025, for a contract for the “2025 Road Program” (the “Project”);

WHEREAS, Specialized Construction submitted the lowest and best overall bid of the six (6) entities that bid on the Project;

WHEREAS, this Council believes it is in the best interest of the Village to award sections I, II, III, V, VI and VII of the contract for the Project to Specialized Construction.

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 as being the lowest and best bid for the Project and authorizes the Mayor to enter into a contract for Sections I, II, III, V, VI and VII of the Project at the line item cost bid up to a maximum amount not to exceed the Village’s budget for this Project of \$850,000.00.

SECTION 2: The Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public in compliance with the law.

SECTION 3: This Resolution 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 2025 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 _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

RESOLUTION NO. 2025- 13

BY MAYOR SIEMBORSKI

**A RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT FOR THE
2025 GUARDRAIL REPAIR AND REPLACEMENT PROGRAM; AND DECLARING
AN EMERGENCY**

WHEREAS, pursuant to public advertisement, public competitive bids were received by the Village on March 14, 2025, for a contract for the “2025 Guardrail Repair and Replacement Program” (the “Project”);

WHEREAS, Lake Erie Construction submitted the lowest and best overall bid of the two (2) entities that bid on the Project;

WHEREAS, this Council believes it is in the best interest of the Village to award the contract for the Project to Lake Erie Construction.

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 Lake Erie Construction as being the lowest and best bid for the Project and authorizes the Mayor to enter into a contract for Sections I. and I.A. of the Project at the line item cost bid up to a maximum amount not to exceed the Village’s budget for this Project of \$80,000.00.

SECTION 2: The Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public in compliance with the law.

SECTION 3: This Resolution 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 2025 Guardrail Repair and Replacement 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 _____, 2025.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor