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**VILLAGE OF GATES MILLS**  
**COUNCIL AGENDA - REVISED**

**MAY 20, 2025**

**5:30 p.m.**

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

1. Roll call.
2. Oath of Office to Firefighters Bryce Day and Jarrod Fritz. Mayor.
3. Oath of Office to Sergeant Dylan Hustosky. Mayor.
4. Appointment – Charles Spear – Asst. Treasurer & Tax Administrator Mayor.
5. Oath of Office to Charles Spear – Asst. Treas. & Tax Adm. Mayor.
6. Minutes of Regular Council meeting of April 15, 2025. Clerk.
7. Pay Ordinance # 1297 \$806,327.82. Clerk.
8. Mayor's Report. Mayor.
  - a. 2025 Priorities.
  - b. Sidewalk Project.
  - c. Post Office Lease.
  - d. Gates Mills Dam Remnant Removal Project.
  - e. Pedestrian Bridge.
  - f. Senior Services.
9. Financial Report. Mayor.
10. Clerk's Report. Clerk.
11. Police Department Report. Minichello.
12. Service Department Report. Biggert.
13. Fire Department Report. Majeski.
14. Committee Updates.
  - Broadband
  - Tree Canopy
  - Wastewater
  - Finance/Budget

- Safety
- Service

15. **Resolution No. 2025-16** (Second Reading) Siemborski.  
A Resolution Authorizing the Mayor to Enter into a Professional Services Agreement with TechSpert Data Services LLC for Managed Information Technology Services.
16. **Ordinance No. 2025-17** (Second Reading) Siemborski.  
An Ordinance Amending Section 155.03, Water Debt Service Fund, of the Codified Ordinances of the Village of Gates Mills.
17. **Ordinance No. 2025-18** (Second Reading) Siemborski.  
An Ordinance Amending Chapter 131, Council, of the Codified Ordinances of the Village of Gates Mills.
18. **Resolution No. 2025-19** (First Reading) Siemborski.  
A Resolution Submitting the Question of the Renewal of an Existing 3.5 Mill Tax Levy for the Purpose of Current Expenses; and Declaring an Emergency.
19. **Resolution No. 2025-20** (First Reading) Turner.  
A Resolution Authorizing the Mayor to Enter into a Subcontractor Agreement with Chagrin River Watershed Partners, Inc. ("CRWP") for a Project to Remove the Remnants of a Dam on the Chagrin River to be Funded by a Grant from the Ohio Department of Natural Resources ("ODNR") to CRWP.
20. **Resolution No. 2025-21** (First Reading) Siemborski.  
A Resolution Authorizing the Mayor to Enter Into a Contractual Agreement with the City of Solon for Jail Services for Village of Gates Mills Prisoners and Declaring an Emergency.
21. **Ordinance No. 2025-22** (First Reading) Siemborski.  
An Ordinance to Amend the Annual Appropriation Ordinance No. 2024-52 to Increase Certain Appropriations and Other Expenditures of the Village of Gates Mills, Ohio for the Fiscal Year Ending December 31, 2025.
22. **Resolution No. 2025-23** (First Reading) Siemborski.  
A Resolution Authorizing Additional Fees to be Paid to the Law Firm of Taft Stettinius & Hollister LLP for Special Legal Services; and Declaring an Emergency.
23. Other Council Matters.
24. Business from the Audience.
25. Adjourn.

**Village of Gates Mills**  
**MINUTES OF A REGULAR MEETING OF COUNCIL**  
**April 15, 2025**

A regular meeting of the Council of the Village of Gates Mills, Ohio was held at the Village Town Hall Council Chambers on Tuesday, April 15, 2025, at 5:30 p.m. with Mayor Siemborski presiding. The meeting was live-streamed to the internet.

1. Roll Call starts at 2:09

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

Other Village officials present were Clerk DeCapite, Service Director Biggert (arrived at 6:09 p.m.), Police Chief Minichello, Fire Chief Majeski (arrived at 6:09 p.m.), Finance Administrator Mulh, Village Engineer Courtney, and Law Director Hunt.

2. State Representative Dan Troy - Issue 2 starts at 2:53

Representative Troy encouraged support for State Issue 2 which will be on the ballot May 6. Issue 2 is a renewal of the Ohio Public Works program and would increase infrastructure project funds to \$250 million per year for the next ten years for a total of \$2.5 billion. Over the life of this program, since the late 1980's, the Village of Gates Mills has received \$2.526 million in grants and \$87,000 in loans - the biggest project was Phases I and II of the water main installation. Issue 2 is not a bond issue in terms of our normal understanding of a bond issue. Issue 2 is not a tax increase. The debt service limit in the Ohio Constitution is 5%. Ohio is currently at about 2.5%, and as bonds are being retired, that goes down. This will be underwritten by the existing revenues of the State of Ohio over the next ten years. The program is one of the greatest ideas the State of Ohio has come up with because money goes to all communities. Decisions on where these dollars are spent are not made in Columbus - they are made at the local level through your local integrating committee.

At 7:02 Representative Troy discussed the current budget bill and offered to answer any questions. Councilmember Press asked about traffic cameras and changing/setting up our own school district. Councilmember Turner thanked Dan Troy for voting no on the budget bill, and asked about Issue 2 funds going to Brookpark for the Browns stadium infrastructure.

3. Minutes of Special Council Meeting of February 10, 2025 starts at 20:55

Councilmember Broome moved to approve the February 10, 2025, minutes and Councilmember Press seconded the motion.

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



4. Minutes of Special Council Meeting of March 13, 2025 starts at 21:44

Councilmember Steinbrink moved to approve the March 13, 2025 minutes and Councilmember Press seconded the motion.

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

5. Minutes of Special Council Meeting of March 16, 2025 starts at 22:15

Councilmember Turner moved to approve the March 16, 2025 minutes and Councilmember Press seconded the motion.

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

6. Minutes of Regular Council Meeting of March 18, 2025 starts at 22:45

Mayor Siemborski noted on Page 8, Item 17, last line, the word “reward” should be “award”.

Councilmember Broome moved to approve the March 18, 2025 minutes as amended. Councilmember Press seconded the motion.

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

7. Pay Ordinance # 1296 \$518,367.98 starts at 23:45

Councilmember Atton noticed we are already paying the firm that we will discuss later tonight to help us with IT support and asked what the payment was for. The Mayor responded they help us now with our current services.

Councilmember Steinbrink moved to approve Pay Ordinance #1296. Councilmember Deacon seconded the motion.

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

8. Mayor’s Report starts at 24:45

a. TechSpert Data Services LLC - Adam Siemienski

Currently most of our IT administrative work is done by Jean Misch and Detective Sergeant Mike Day and supplemented on an ad hoc basis with services provided by TechSpert Data. Enhancements required by insurance companies and law enforcement necessitate more formal organized services and better security over those services. This year about \$35,000 was budgeted to engage a company to perform IT managed services in a more holistic way. A RFP was prepared and four firms responded. Costs were comparable. There is a preference for TechSpert Data because of the work they have done with the village already.

At 27:46 Adam Siemienski, owner of TechSpert Data, highlighted the IT managed services and cyber security proposal and offered to answer any questions:

Broome - If we were to fall victim to a ransomware attack, would we have enough to start all over again? Yes

Hunt - There is an indemnification clause in the Master Agreement, and we, as a municipality, cannot agree to indemnify. Mr. Siemienski will change that. Do you interface with our cyber insurance coverage? We walk our partners through the policy questionnaire.

Press - Does retaining your services affect the cyber insurance policy premium? It should lower it.

Steinbrink - Do we have a server on site here or is everything in the cloud? Town Hall, basically village services, is on one network. The Police Dept is on a separate network and has an on-site server. When the server needs to be replaced, capital expenditure versus migration cost will be looked at.

Broome - You guys look for any intrusion - for instance, someone changes routing numbers to divert funds? We have several layers of protection. We would know somebody was in the network before bad things start happening.

Onysko - Having 35 years in software and computer services, there are some hardware and software choices he would like to strongly encourage. He suggested, and it was agreed to, spending a couple of hours with Adam and Detective Day to pull our combined resources together.

Deacon - Once you know somebody is in, what happens? We try not to ever let that happen, and it hasn't to this point. If a hacker were to get into one machine, he's going to try to use the same credentials to go to the next machine, and he's not going to be able to. The hacker will get out and go to somebody easier. It's very easy to replace one machine.

Hunt - Do you have other local government clients? No, Gates Mills has been a client for over 20 years.

b. Encore starts at 40:57

This will be Encore's 10th anniversary. This year's theme includes song and dance. The locations within the village where they intend to put on their program are in keeping with last year - Improvement Society annual meeting, summer camp, Burton Court pop ups, and the final show - the camerata - at the Community House. There will be a charge this year for the camerata. The Mayor's request to about 25 residents for donations has been fruitful. There is a soft expectation that the village would help Encore raise about \$25,000. Resident Jerry Bohinc added Encore is considered to be one of the top three best prodigy training programs in the world.

c. Pedestrian Bridge starts at 44:52

Our 110-year-old bridge is safe and sound but needs some work. It is owned by the village, and we have the responsibility for maintaining it. We have contracted for about \$5,000 with Isaac Lewin, the structural engineer who last did repairs in 2009, to provide an update on the structural condition and cost of repairs. Onsite inspection was rained out last week and is rescheduled for this Friday. The cost will be a big number. The Historical Society asked for \$1,500,000 in state funds a few years ago to do repairs and paint. That money was not made available to the village. We will be going down that path again - perhaps with different sources, private donations or foundations.

d. Senior Services starts at 47:09

Five or six years have passed since Council last discussed senior services. This Council has given the Mayor the go ahead to relook at the subject. Resident Joy Banish assisted in obtaining the proposal in Council's packet from Community Partnership on Aging - a well-respected organization supported by 6-8 municipalities in our neighborhood. The proposal contains a menu of services and the cost for those services. There might be things we don't need or things that are not on the menu. The Mayor has spoken to four or five residents who are interested in working with him in evaluating what senior services we might need here, and they will meet in the next 2-3 weeks. We don't have Meals on Wheels access or any transportation services. If any Councilmember or resident wants to be included in the conversation, please let the Mayor know. There will be two or three meetings to survey what is needed and then come back to Council with a recommendation. We don't have anything in this year's budget - it doesn't mean we wouldn't find room for it if it was of such high demand. It was the last comprehensive plan priority out of 21. Discussion:

Press - Thinks the service provider is more of a middleman who acts as a traffic cop to put you in touch with other service providers as opposed to being a service provider themselves. He is guessing our demographics are different than those of the other communities who participate - we are older and have a higher median income.

Atton - Census suggests we have 300 people living in the village who are 75 or older. We already offer scheduled welfare checks, and that ought to be publicized more clearly. It's buried in the police section of the website and people may not know it exists. We ought to dig into services we already offer - not wait for a new program.

Onysko - The price of this versus what it opens up to seniors is a no-brainer. He is dumbfounded that we don't have these services and that they ranked last on the comprehensive plan priority list.

Turner - Suggested talking with some of the other communities that have used these services and ask what their experience has been and what services are used.

Broome - A lot of people provide for their own needs. A family member had experience with Meals on Wheels and it was great. We do have older residents who need help with transportation. We may need a different suite of services.

Turner - The group that is closest to providing these kinds of services is the Community Club - bringing older residents to monthly luncheons and doing outreach calls. It'd be important to have Cathy DiVincenzo or one of the Board members be at the table. We don't want to duplicate what they are doing.

Deacon - Meals on Wheels seems like a no-brainer and she was surprised we didn't have it. It's \$12,000 per year.

Atton - Safety and combating isolation is important. Intergenerational programs are beneficial to both sides. The city of Independence has a marvelous menu of senior services.

e. Post Office Lease starts at 59:15

The post office hires an outside firm to negotiate leases. In this case it's Jones Lang LaSalle, and they have sent a letter of intent to renew the lease. The person to whom they're negotiating also pays their bill and it's not inexpensive. The current lease expires in two years on March 31, 2027. Service Director Biggert would like to see something in the lease to cover timely payment of wastewater treatment charges.

Resident Jerry Bohinc can provide contact information for a fellow in Boston who is the president of the national association of independent landlords for post offices. More importantly, Jerry's experience with our post office has been just dreadful and undependable. Councilmember Broome, at the request of a constituent, recently spoke to Mary the Postmaster. Paula's position still has not been opened to be filled - postal HR does not move very quickly and they can't advertise. Drivers don't show up and Mary is not allowed to fire them. Routine drug screens can't be passed. The mail is going all over - from Florida to Detroit to Tennessee to Indiana and then to here. Jerry Bohinc has been told by Mary that if she can sort the mail at 44040, it can be a one-day delivery. If it has to go downtown, it can be problematic. Councilmember Press finds we ought to be thinking about our contingency plan if the post office did pull out. The Mayor stated right now the focus is going to be reading the Jones Lang LaSalle document - they have no final decision-making authority. There are two five-year options and there's increased rent planned.

9. Financial Report attached and on the website starts at 1:06:30

Mayor Siemborski reported we have been fortunate in two ways. First, after a lag in timing, we do know what we will get in real estate taxes for the year and it will be near the \$2,785,000 budgeted. Second, we have received \$100,000 that we had not budgeted - \$62,000 came from the Ohio Emergency Management System as reimbursement for costs of the August 6th storm, and \$42,000 came from the Northeastern Ohio Regional Sewer District for various reimbursements we had applied for.

The Mayor is putting up the yellow caution flag on our camera receipts. We had budgeted \$1,520,000 - roughly the same number as last year. Receipts have been lower this year than last year for three months; total traffic on Mayfield Road in the first three months is down about 6%; events that create a potential ticket are down; and the number of citations are down. We did see the month of March pick up again in citations. We are sustaining the speed limit at 45ish mph, which again was the primary objective. We need to be aware and cautious about what we do spend money on. The Police Chief explained why all events are not cited when asked by Councilmember Press. Various Councilmembers pointed out the success of the program means less tickets being given.

10. Clerk's Report - None

11. Police Department Report attached and starts at 1:17:19



Police Chief Minichello read his report and added details. He does not believe the full-time police officer anticipated to be sworn in is going to happen, and we'll be going back to square one. Sergeant Day secured an additional \$10,900 grant for body cameras. Our pickup truck should be in service in about three weeks. Dorothy Slunski, after 32 years of service, is enjoying retirement. Robin Berke is working out well. Councilmember Press mentioned again residents should get a certain number of house checks for free, but the perpetual users ought to be paying for the house checks.

12. Service Department Report attached and starts at 1:21:36

Service Director Biggert was asked by the Mayor to provide first quarter 2025 recycling results at a future meeting and then every quarter or six months, so we can compare to last year and see improvement since the tote program started.

In regard to 640 Chagrin River Road - it went to the Architectural Review Board this month (April). They did not approve it. The hope was to get the revisions done and then have it in front of the Historical Review Committee tomorrow. The architect has done the revisions and gotten them to the homeowner. The homeowner has not responded back to the architect to say they agree with the revisions. The architect asked for it to be pulled off the agenda for tomorrow. Service Director Biggert told the architect we will work on doing a special meeting or two once he gets something to us. The target date for the continuation is June.

13. Fire Department Report attached and starts at 1:24:33

Fire Chief Majeski reported that last night an enormous tree fell on a house on Woodstock leaving the house uninhabitable. The resident had to be evacuated. The tree looked like it was live at the top, but the root structure looked dead. If you have any of those large trees around your house, it would be a good idea to have them inspected on a regular basis.

14. Committee Reports starts at 1:27:36

a. Broadband (Councilmember Deacon)

- The agreement approved last month is effective April 17th - 30 days after passage since there was no emergency clause.
- We're working with Chagrin Valley Gig on marketing and communication and setting up timetables for required meetings and deliverables. CVG is looking at doing informational office hours at Town Hall over the summer to answer resident questions.

Councilmember Onysko, having first hand experience with fiberoptic installation at his own home, was pleasantly surprised with the contract and the monthly rates. He thinks CVG will have boring problems going down County Line Road. Councilmember Deacon replied CVG has developed some special equipment to address underground boring problems - so far they haven't had any trouble in Hunting Valley. Councilmember Onysko advised residents should understand the rates are not replacing their entire cable bill - just the internet amount. CVG rates should be cheaper with much better speeds.

b. Tree Canopy (Councilmember Turner) starts at 1:31:50

- Progress update on the removal of invasives project at four sites - first cut at Feller Field and at the Gates Mills/Cleveland Metroparks site on Chagrin River Road north of Mayfield Road has been done. At the end of this week, cutting and thrashing at the Land Conservancy property (old Merkel property) should be starting. In mid-May cutting with a chainsaw followed by foliar spray on the ground cover will be done at the Village Arboretum.
- We have contracted with PlanItGeo to compare satellite images from 2013 and 2023 to estimate the change in total tree canopy. Each property in the village can be segmented so homeowners can see where they stand and hopefully become engaged to improve their tree canopy. There will be an article in the May Pink Sheet by Erick Carlson about the subject.
- Holden Forests & Gardens is making a presentation on caring for your woodlands for Cuyahoga County residents here at the Community House on May 12th from 5:00 p.m. to 6:30 p.m. We are inviting Bartlett Tree, Chagrin River Watershed Partners, GM Land Conservancy, ODNR, and others to be there to exhibit.

Councilmember Atton asked what is being discussed at the Land Conservancy these days. We never hear. Councilmember Turner responded the last meeting was a lot of administrative stuff to comply with the Land Trust Alliance requirement to have a management plan for each property in order to keep our certification. Councilmember Atton asked if the Land Conservancy was thinking about putting deed restrictions on all the in fee properties that the Land Conservancy owns. Councilmember Turner replied that was discussed and tabled. Councilmember and Land Conservancy Board Member Broome expounded on the deed restriction discussions and rationale that led to tabling the subject.

c. Wastewater (Mayor Siemborski) starts at 1:46:22

- The Hunt Club has asked for a revised schedule to discuss and negotiate with them. That's to be set.
- Work is being done on the wastewater rate ordinance. The goal is to replace the complex rate calculation with a simple formula for all of our users based on something that is already publicly published. That rate has to be approved by the Ohio EPA as part of their review of our applications.

d. Finance/Budget (Mayor Siemborski) starts at 1:47:58

- Next meeting to be set up for the week of May 12th

e. Safety (Mayor Siemborski) starts at 1:48

- Next meeting is May 7th

f. Service (Mayor Siemborski)

- Next meeting to be chaired by Doug Horner - will probably be early May

15. Resolution No. 2025-14 (First Reading) starts at 1:48:43

"A Resolution Authorizing Participation in the ODOT Road Salt Contracts Awarded in 2025" was read by Mayor Siemborski. We are committing to work with whomever

ODOT picks as the provider of salt. We received this contract last week and it is due back to ODOT on May 2nd, so we'll also ask for suspension of the rules. The Service Director added we will commit to 2100 tons and agree to purchase a minimum of 90% and maximum of 110%. Last year we committed to 900 tons because we had a full bin of 700 tons and 400 tons stored.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2025-14 be placed on its final passage. Councilmember Steinbrink seconded the motion to suspend the rules.

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

Nays: None

Motion carried.

Councilmember Broome moved to approve Resolution No. 2025-14 and Councilmember Turner seconded the motion.

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

Nays: None

Motion carried.

16. **Resolution No. 2025-15 (First Reading)** starts at 1:53:11

"A Resolution Declaring it Necessary to Renew an Existing 3.5 Mill Tax Levy for the Purpose of Current Expenses Pursuant to Ohio Revised Code Sections 5705.19(A) and 5705.191, Requesting the County Fiscal Officer to Certify the Total Current Tax Valuation of the Village and the Dollar Amount of Revenue that Would be Generated by that Renewal Levy, and Declaring an Emergency" was read by the Mayor. This does not put the tax levy on the ballot. This essentially asks the auditor to certify the values and to let us know what that amount would be. This would be the seventh renewal of a levy passed in 1996. This generates \$700,000 for the village. We are fortunate to be able to renew our levies rather than asking for either replacement or new levies which are more expensive to our taxpayers.

Councilmember Broome moved that the rules requiring ordinances to be read on three different days be suspended and that Resolution No. 2025-15 be placed on its final passage. Councilmember Deacon seconded the motion to suspend the rules.

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

Nays: None

Motion carried.

Councilmember Atton addressed timing. This levy could be renewed as late as November 2026. We put these renewals on the ballot a year earlier than absolutely necessary, and he has been told that is the practice because if it fails the first time, we have another shot. In the case of the land conservation levy, the renewal is on the same schedule. Traditionally we've waited to put it on the ballot until the last possible opportunity. Why wouldn't we advance the land conservancy levy if we're advancing this one?

Siemborski - Thinks it's smart and wise to do them in advance, so that we do have the ability if it does not pass to go back once or twice. We only have two revenue sources in the village, and we don't have the ability to quickly turn on something else.

Press - Agreed, but there's an argument for consistency. If we do one, we should do the other one.

Siemborski - As to the conservancy levy, he doesn't know that the conservancy and the village have spent enough of the money that has been given to them in a manner that's consistent with what people might expect. We took a while to get the tree invasives program off the ground - we're spending \$180,000 over three years on four pilots. He thinks it's a stronger case a year from now to be able to say here is how the money has been spent between the Land Conservancy and the village, as opposed to doing that a year early and saying we'll keep doing more of this next year.

Press - There's some logic to that, but the conservancy levy passes by a wide margin.

Turner - Another argument for waiting on the conservancy levy is that the agreement between the Land Conservancy and the village could change.

Steinbrink/Deacon - There were terms in the agreement that we agreed to review at the end of the term. They disagree with going to the voters now to ask for approval when we don't know where we stand with the terms of the agreement.

Councilmember Broome moved to approve Resolution No. 2025-15 and Councilmember Press seconded the motion.

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

Nays: None

Motion carried.

**17. Resolution No. 2025-16 (First Reading) starts at 2:01:08**

"A Resolution Authorizing the Mayor to Enter into a Professional Services Agreement with TechSpert Data Services LLC for Managed Information Technology Services" was read by the Mayor.

Councilmember Press, thinking we're not an informed consumer, would prefer to hear what Councilmember Onysko has to say before approving this. Councilmember Onysko offered to look under the hood and take a look within the next 30 days. Councilmember Broome repeated the need to delete the indemnification clause and stated we ought to accelerate passage if it looks good under the hood, because we need to get these protections in place before something happens.

Resolution No. 2025-16 remains on first reading.

**18. Ordinance No. 2025-17 (First Reading) starts at 2:03:15**

"An Ordinance Amending Section 155.03, Water Debt Service Fund, of the Codified Ordinances of the Village of Gates Mills" was read by Mayor Siemborski. This fund was set up over 20 years ago to provide for the debt service proceeds and then the debt service payments on the bonds that we used to build the water system. Those bonds have been paid for at least five years. There's \$277,000 sitting in the fund. In the meantime, the village seems to have one or two very costly water problems every year. Fortunately, we've been able to pay those bills from the general fund. The goal here is to see whether we could use some of the money destined for water fund purposes to be



used for large repairs, replacements, ongoing operations, and maintenance in excess of \$25,000. There are two approaches to accomplishing that goal - 1) ask a judge to disband the water fund or 2) the path we chose, change the language of the water fund to allow for the fund balance to be used for the purposes mentioned in excess of \$25,000. Discussion:

Atton - Prefers the money go back to the general fund where plenty of uses are available.

Press - Are we able to invest the \$277,000? Yes, it is invested.

Steinbrink - This fund will never go away. If someone taps in, those dollars are received into this fund. Are there other funds that are cordoned off that we could use similar language that would allow us access? Mayor Siemborski replied it's taken us a while to wrestle with this. Nothing out there is of this magnitude.

Ordinance No. 2025-17 remains on first reading.

19. **Ordinance No. 2025-18 (First Reading)** starts at 2:13:33

"An Ordinance Amending Chapter 131, Council, of the Codified Ordinances of the Village of Gates Mills" was read by the Mayor. The Mayor had canvassed Council in advance on electronic/virtual meetings. No one said no. Many said it is worth talking about. The Law Director drafted language, so we have something to look at. Discussion:

Press - He is a yes, but we need to agree on some guidelines that would not go into the ordinance. It should be used by exception rather than as a rule. Big issues should be faced in person. It's a tool that we need in our golf bag.

Steinbrink - He has a more limited view. This would only be used if we could not make a quorum.

Onysko - This being right up his alley, he provided initial considerations for policy design. Some Councilmembers may face challenges adapting to virtual attendance - particularly those less familiar with remote platforms. Allowing for virtual attendance now anticipates future needs including potential health crisis (future-proofing). Regarding potential abuse, the policy should be designed with one or two future Councils in mind where attendance patterns may differ - virtual attendance should require prior approval and there should be an approval process. It would be the responsibility of each Councilmember, not the village, to ensure they have reliable internet connection at home or abroad. There should be a sanity check for poor and unreliable connections - disruptions should not exceed x minutes. If remote connection fails or is inadequate, the Councilmember should not be permitted to vote as they are probably missing pertinent parts of the meeting. YouTube is suitable for public viewing and archival, but not ideal for interactive. The preferred tool would be Microsoft Teams, not Zoom. Minimal setup requirement needed is a computer monitor with audio capability visible to the recording camera. This is from the technological and historical perspective, not an endorsement - any in-person meeting is far superior.

Press - If we had a meeting where everyone was electronic, we should have a facility for public participation. All agreed.

Turner - Her previous canvass of 10 communities in the area revealed 7 do not allow for virtual meetings. Those 7 communities have more than one meeting in a month. The three communities that do allow virtual meetings all have only one meeting a month - like we do.

Broome - Are committee meetings included? Yes, if they want it. We had discussed enhancing public notifications within our ordinance sections when we were talking about potential alternatives to the charter amendment. We ought to look at the public notification section of this ordinance with an eye to that.

Mulh - Is a "Council committee" just a committee of Councilmembers? No clear answer.

Deacon - We have to go back to the charter and determine what those committees are. ARB? P&Z?

Broome - Committee meetings are where you're going to have more people wanting to attend virtually because we're having substance discussions. That's going to be the place where this rule meets the road. He thinks we're going to have mostly in person attendance on Council.

Deacon - Virtual attendance is a good idea, but she would limit it to one or two meetings annually. The public has a right to see and to talk to us other than online. Councilmembers should be trusted to monitor those reasons themselves. The quorum idea per Councilmember Steinbrink is a little too restrictive, especially when we have special meetings that come up quickly. The major downside of missing a meeting is that you can't vote. The right to vote should be allowed with virtual attendance.

Broome - This may help get greater committee participation from volunteers. Agreed.

Law Director Hunt has enough information to go back and give us a second turn at the ordinance.

Ordinance No. 2025-18 remains on first reading.

#### 20. Other Council Matters starts at 2:30:34

Councilmember Press stated he doesn't think we've discussed any of the 2025 priorities we laid out earlier this year. The Mayor replied we have addressed many of the items on the 2025 priority listing, but you're saying we haven't a scorecard to tally the progress we have made. We can do that.

#### 21. Business from the Audience starts at 2:32:35

Resident Dr. Duanjak remembers the village continued to pay for home security system monitoring provided by American Security when dispatch services were moved to Chagrin Valley Dispatch. Are we still paying for that? If so, why? It's been a long time and she thinks the village should stop that practice. Residents should take responsibility to pay for themselves.

The Mayor answered yes, the village still pays. The number of homes has been worked down. When people move out or sell their homes, that service is no longer provided. We can advise the remaining residents in advance that we are no longer going to provide that service at a certain date, if that's the way Council wants to go. The Mayor is happy to come back to Council with more details so we can make a decision. The Police Chief advised the cost is \$9 per month per household and currently totals about \$20,000 per year. As part of the contract, all village buildings that are alarmed are free. When the contract ends, the village will have to pay for monitoring of our buildings.

Resident Chuck Spear objects to holding Council meetings in this room and is an advocate of the Community House. Tonight is a dull agenda, and we are down to five available chairs. A better agenda will pack this room.

Regarding our virtual meeting ordinances, Mr. Spear advised HB257 signed in January by our governor permits virtual meetings in a broad but not limitless range of situations. The limit is explained in a memorandum from the law firm Bricker Graydon, and he quotes "the law restricts certain public bodies from meeting virtually. For example, elected public bodies cannot meet virtually. This precludes county commissions, municipal councils, and boards of township trustees from meeting virtually". Does HB257 stand in your way of your ordinance? Probably not. But HB257 makes a point - voters ought to be able to attend the meetings of their elected representatives face to face. Home rule probably allows you to shut us out, but I don't think it's the right thing to do.

Resident Jerry Bohinc stated Congress in the last few days absolutely forbids remote participation in congressional actions. The ability to communicate with someone and hold their attention is significantly greater when you are face to face. The crisis with this kind of leeway would come if you're soft on who can vote and who can't vote and you have a contested vote.

Councilmember Onysko stated it's a generational thing. The face to face is something this audience is used to. We've got some rough times in the next generation that comes right after him in terms of face to face having the same meaning as we do here. We have to be a bit flexible on that and think in the future.

## 22. Adjourn

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

Respectfully submitted,

Beth DeCapite, Clerk

Approved:

Steven L. Siemborski, Mayor

## VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

5/13/2025 4:27:05 PM

UAN v2025.2

**Payment Listing**

April 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
182-2025	04/01/2025	04/03/2025	CH	PRIME PAY	\$76,256.75	C
183-2025	04/03/2025	04/03/2025	CH	EQUIVEST	\$2,507.00	C
184-2025	04/03/2025	04/03/2025	CH	OHIO DEFERRED COMP	\$7,862.30	C
185-2025	04/03/2025	04/03/2025	CH	OHIO DEFERRED COMP	\$1,120.00	C
186-2025	04/01/2025	04/03/2025	CH	DIVISION OF WATER	\$9.85	C
187-2025	04/01/2025	04/03/2025	CH	DIVISION OF WATER	\$9.85	C
188-2025	04/01/2025	04/03/2025	CH	DIVISION OF WATER	\$9.85	C
189-2025	04/01/2025	04/03/2025	CH	DIVISION OF WATER	\$9.85	C
190-2025	04/01/2025	04/03/2025	CH	DIVISION OF WATER	\$9.85	C
191-2025	04/01/2025	04/03/2025	CH	DIVISION OF WATER	\$9.85	C
192-2025	04/01/2025	04/03/2025	CH	DIVISION OF WATER	\$18.52	C
193-2025	04/01/2025	04/03/2025	CH	DIVISION OF WATER	\$77.48	C
193-2025	04/04/2025	04/04/2025	NEG ADJ	DIVISION OF WATER	-\$77.48	C
Purpose: reimbursed by minichello						
194-2025	04/01/2025	04/03/2025	CH	DIVISION OF WATER	\$145.96	C
195-2025	04/01/2025	04/03/2025	CH	DIVISION OF WATER	\$19.35	C
196-2025	04/01/2025	04/03/2025	CH	TREASUER OF STATE	\$1,074.00	C
Purpose: UAN FEES						
197-2025	04/03/2025	04/04/2025	CH	THE HARTFORD	\$217.44	C
Purpose: LIFE INS						
198-2025	04/03/2025	04/04/2025	CH	CLEVELAND ILLUMINATING CO.	\$475.34	C
Purpose: STREET LIGHTS						
199-2025	04/03/2025	04/04/2025	CH	CLEVELAND ILLUMINATING CO.	\$431.29	C
Purpose: TRAFFIC LIGHTS						
200-2025	04/04/2025	04/04/2025	CH	CLEVELAND ILLUMINATING CO.	\$462.63	C
Purpose: WASTEWATER PLANT						
201-2025	04/03/2025	04/04/2025	CH	DIVISION OF WATER	\$256.52	C
Purpose: MILLS						
202-2025	04/04/2025	04/04/2025	CH	CHARTER COMMUNICATIONS	\$62.18	C
Purpose: CABLE						
203-2025	04/04/2025	04/04/2025	CH	OPERS PUBLIC EMPLOYEES	\$35,554.52	C
Purpose: OPERS MARCH 2025						



## VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

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**Payment Listing**

UAN v2025.2

April 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
204-2025	04/04/2025	04/04/2025	CH	OHIO POLICE & FIRE PENSION	\$42,409.87	C
	Purpose:	OP&F MARCH 2025				
205-2025	04/07/2025	04/08/2025	CH	CLEVELAND ILLUMINATING CO.	\$101.43	C
	Purpose:	CRR BRIDGE				
206-2025	04/07/2025	04/08/2025	CH	CLEVELAND ILLUMINATING CO.	\$120.33	C
	Purpose:	BURTON COURT				
207-2025	04/07/2025	04/08/2025	CH	CLEVELAND ILLUMINATING CO.	\$180.06	C
	Purpose:	SERVICE GARAGE				
208-2025	04/07/2025	04/08/2025	CH	CLEVELAND ILLUMINATING CO.	\$935.23	C
	Purpose:	MILLS				
209-2025	04/08/2025	04/08/2025	CH	CLEVELAND ILLUMINATING CO.	\$105.47	C
	Purpose:	FOX HILL AND MAYFIELD				
210-2025	04/09/2025	04/11/2025	CH	ENBRIDGE GAS OHIO	\$304.00	C
211-2025	04/09/2025	04/11/2025	CH	ENBRIDGE GAS OHIO	\$173.00	C
212-2025	04/10/2025	04/11/2025	CH	PRIME PAY	\$500.02	C
213-2025	04/10/2025	04/11/2025	CH	CLEVELAND ILLUMINATING CO.	\$36.32	C
214-2025	04/11/2025	04/11/2025	CH	CLEVELAND ILLUMINATING CO.	\$103.50	C
215-2025	04/11/2025	04/11/2025	CH	CLEVELAND ILLUMINATING CO.	\$107.10	C
216-2025	04/11/2025	04/11/2025	CH	CLEVELAND ILLUMINATING CO.	\$621.16	C
217-2025	04/11/2025	04/11/2025	CH	CINTAS CORPORATION #259	\$1,830.57	C
218-2025	04/11/2025	04/11/2025	CH	VERIZON WIRELESS	\$654.23	C
219-2025	04/14/2025	04/14/2025	CH	PRIME PAY	\$76,398.49	C
220-2025	04/14/2025	04/15/2025	CH	OLD HICKORY BUILDINGS	\$2,600.25	C
	Purpose:	SHED FOR FELLER FIELD				
221-2025	04/15/2025	04/15/2025	CH	ENBRIDGE GAS OHIO	\$311.73	C
	Purpose:	COMM HOUSE				
222-2025	04/15/2025	04/15/2025	CH	EQUIVEST	\$2,507.00	C
	Purpose:	DEF COMP				
223-2025	04/15/2025	04/15/2025	CH	OHIO DEFERRED COMP	\$1,120.00	C
	Purpose:	ROTH				
224-2025	04/15/2025	04/15/2025	CH	OHIO DEFERRED COMP	\$7,512.30	C
	Purpose:	DEF COMP REG				

## VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

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**Payment Listing**

UAN v2025.2

April 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
225-2025	04/15/2025	04/15/2025	CH	LYNDHURST MUNI COURT	\$31,340.00	C
	Purpose:	CASES FOR MARCH 2025				
226-2025	04/16/2025	04/16/2025	CH	HOME DEPOT CRC	\$256.91	C
	Purpose:	PVC BOARD, LED STRIP, KICKPLATES				
227-2025	04/16/2025	04/16/2025	CH	CLEVELAND ILLUMINATING CO.	\$101.66	C
	Purpose:	OBT				
228-2025	04/16/2025	04/16/2025	CH	CLEVELAND ILLUMINATING CO.	\$101.95	C
	Purpose:	OLD MILL XMAS				
229-2025	04/16/2025	04/16/2025	CH	CLEVELAND ILLUMINATING CO.	\$766.15	C
	Purpose:	TOWN HALL				
230-2025	04/17/2025	04/17/2025	CH	MAYFIELD VILLAGE	\$18,852.05	C
	Purpose:	LIFE FORCE COLLECTIONS EMS				
231-2025	04/21/2025	04/21/2025	CH	CLEVELAND ILLUMINATING CO.	\$1,016.04	C
232-2025	04/22/2025	04/22/2025	CH	CIGNA HEALTHCARE	\$42,289.04	C
233-2025	04/22/2025	04/22/2025	CH	DIVISION OF WATER	\$69.41	C
234-2025	04/25/2025	04/25/2025	CH	FIRST COMMUNICATIONS, LLC	\$2,849.28	C
	Purpose:	PHONE/INTERNET				
235-2025	04/25/2025	04/25/2025	CH	FP MAILING SOLUTIONS	\$250.00	C
	Purpose:	POSTAGE UPLOAD				
236-2025	04/29/2025	04/29/2025	CH	PRIME PAY	\$75,966.56	C
	Purpose:	DIRECT DEP AND TAXES 2025-9				
237-2025	04/29/2025	04/29/2025	CH	CHASE CARD SERVICE	\$4,229.73	C
	Purpose:	TRAINING, MAILING, ART SHOW, EASTER, SUPPLIES				
238-2025	04/29/2025	04/29/2025	CH	DIVISION OF WATER	\$14.19	C
239-2025	04/29/2025	04/29/2025	CH	DIVISION OF WATER	\$9.85	C
240-2025	04/29/2025	04/29/2025	CH	DIVISION OF WATER	\$9.85	C
241-2025	04/29/2025	04/29/2025	CH	DIVISION OF WATER	\$9.85	C
242-2025	04/29/2025	04/29/2025	CH	DIVISION OF WATER	\$9.85	C
243-2025	04/29/2025	04/29/2025	CH	DIVISION OF WATER	\$9.85	C
244-2025	04/29/2025	04/29/2025	CH	DIVISION OF WATER	\$138.59	C
245-2025	04/29/2025	04/29/2025	CH	EQUIVEST	\$2,507.00	C
	Purpose:	EQUITABLE DEFERRED COMP				

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**Payment Listing**

UAN v2025.2

April 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
246-2025	04/29/2025	04/29/2025	CH	OHIO DEFERRED COMP	\$7,537.30	O
	Purpose:	DEFERRED COMPENSATION (REG)				
247-2025	04/29/2025	04/29/2025	CH	OHIO DEFERRED COMP	\$1,270.00	O
	Purpose:	ROTH CONTRIBUTIONS				
248-2025	04/30/2025	04/30/2025	CH	DIVISION OF WATER	\$9.85	C
	Purpose:	PARK				
249-2025	04/30/2025	04/30/2025	CH	DIVISION OF WATER	\$19.35	C
	Purpose:	SERVICE GARAGE				
250-2025	04/30/2025	04/30/2025	CH	DIVISION OF WATER	\$55.37	C
	Purpose:	VILLAGE HOUSE				
250-2025	05/09/2025	05/09/2025	NEG ADJ	DIVISION OF WATER	-\$55.37 *	O
	Purpose:	REIMB BY MINICHELLO				
251-2025	04/30/2025	05/01/2025	CH	CHASE BANK	\$2.50	C
	Purpose:	SERVICE CHARGE FOR ACH				
252-2025	04/30/2025	05/02/2025	CH	ANCORA ADVISORS	\$5,366.89	C
	Purpose:	QUARTERLY INV ADVISOR FEE				
253-2025	04/30/2025	05/02/2025	CH	STATE TREASURER OF OHIO	\$1,200.00	C
254-2025	04/30/2025	05/02/2025	CH	REDSS	\$160.00	C
255-2025	04/30/2025	05/02/2025	CH	LYNDHURST MUNI COURT	\$48.00	C
8194	02/06/2025	02/06/2025	AW	CONCORD ROAD EQUIPMENT MFG	\$69.95 *	C
8194	04/11/2025	04/11/2025	NEG ADJ	CONCORD ROAD EQUIPMENT MFG	-\$69.95	C
	Purpose:	refunded by concord road equip				
8318	04/03/2025	04/03/2025	AW	STOW MUNICIPAL COURT	\$341.99	C
	Purpose:	GARNISHMENT				
8319	04/03/2025	04/03/2025	AW	LYNN BROOKLYN	\$150.00	C
	Purpose:	ART SHOW JUDGE				
8320	04/03/2025	04/03/2025	AW	CHUCK WIMMER	\$150.00	C
	Purpose:	ART SHOW JUDGE				
8321	04/03/2025	04/03/2025	AW	AMBER KEMPTHORN	\$150.00	C
	Purpose:	ART SHOW JUDGE				
8322	04/03/2025	04/03/2025	AW	George Kozman	\$575.00	C
	Purpose:	ART SHOW JUDGE/DESIGN				

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**Payment Listing**

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April 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8323	04/03/2025	04/03/2025	AW	A.B. FORESTRY CONSULTING LLC	\$450.00	C
	Purpose:	TREE COUNCIL/TSI INSPECTION				
8324	04/03/2025	04/03/2025	AW	ADVANCED MEDICAL SERVICES	\$345.00	O
	Purpose:	RANDOM DRUG TESTING				
8325	04/03/2025	04/03/2025	AW	AMERICAN SECURITY & AV SYSTEMS	\$3,299.40	C
	Purpose:	ALARM COMMUNICATOR SERVICE				
8326	04/03/2025	04/03/2025	AW	AUBURN FENCE CORPORATION	\$59.50	C
	Purpose:	3-HOLE CORNER AND RAILS				
8327	04/03/2025	04/03/2025	AW	CERTIFIED LABORATORIES	\$642.73	C
	Purpose:	PREMALUBE RED				
8328	04/03/2025	04/03/2025	AW	CHAGRIN VALLEY DISPATCH	\$11,419.30	C
	Purpose:	DISPATCH SERVICES APRIL				
8329	04/03/2025	04/03/2025	AW	MICHAEL E. CICERO	\$1,250.00	C
	Purpose:	RETAINER				
8330	04/03/2025	04/03/2025	AW	CINTAS CORPORATION #259	\$100.54	C
	Purpose:	STD BLEEDING CONTROL KIT W/CASE				
8331	04/03/2025	04/03/2025	AW	COPY KING	\$1,840.00	C
	Purpose:	2024 ANNUAL REPORT PRINTING				
8332	04/03/2025	04/03/2025	AW	COMDOC, INC.	\$38.17	C
	Purpose:	MONTHLY COPIER CONTRACT				
8333	04/03/2025	04/03/2025	AW	CUYAHOGA LANDMARK	\$237.21	C
	Purpose:	KENDAL 5W/30				
8334	04/03/2025	04/03/2025	AW	D.H. ELLISON CO.	\$100.00	C
	Purpose:	HRB MEETING				
8335	04/03/2025	04/03/2025	AW	ENGLEBROOK CONSTRUCTION INC.	\$16,280.00	C
	Purpose:	CARPET, TILE, COMP WALL SWITCH, LOCK AT MILLS COMM AREA				
8336	04/03/2025	04/03/2025	AW	EVANS PRINTING COMPANY	\$320.00	C
	Purpose:	ARTIST/PATRON PARTY INVITES				
8337	04/03/2025	04/03/2025	AW	FIRST CALL	\$261.61	C
	Purpose:	COOLANT HOSE, ANTIFRZ, PLUG TAP SD OIL FILTER PD				
8338	04/03/2025	04/03/2025	AW	FLASH INDUSTRIES CORP.	\$300.00	C
	Purpose:	ART SHOW ROAD SIGNS				



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**Payment Listing**

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April 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8339	04/03/2025	04/03/2025	AW	JOSEPH GIGLIO	\$100.00	C
	Purpose:	MARCH HRB MEETING				
8340	04/03/2025	04/03/2025	AW	JANICE HAWWA	\$894.80	C
	Purpose:	EMS REFUND				
8341	04/03/2025	04/03/2025	AW	IRON MAN SUPPLY LLC	\$74.97	C
	Purpose:	STEEL TINE LEAF RAKES				
8342	04/03/2025	04/03/2025	AW	KIMBALL MIDWEST	\$75.72	C
	Purpose:	GLASSES				
8343	04/03/2025	04/03/2025	AW	KOLSOM TIRES	\$1,100.00	C
	Purpose:	2 KELLY ARMORSTEEL				
8344	04/03/2025	04/03/2025	AW	MARSHALL POWER EQUIPMENT	\$921.56	C
	Purpose:	OIL, BLADES, BELTS, SPARK PLUG, CARB, PUMP, GASKET				
8345	04/03/2025	04/03/2025	AW	MIDDLEFIELD MFG	\$655.18	C
	Purpose:	FILTERS, OIL, ELEMENT, STUD, SPRING, NUT				
8346	04/03/2025	04/03/2025	AW	JANET M. MULH	\$215.60	C
	Purpose:	MILEAGE TO LGOC IN COLS				
8347	04/03/2025	04/03/2025	AW	PRESTON FORD	\$2,018.36	C
	Purpose:	LAMP ASYS, DEFLECTORS, GRILLE ASY, BUMPER				
8348	04/03/2025	04/03/2025	AW	RUMPKE	\$88.82	C
8349	04/03/2025	04/03/2025	AW	SHERWIN WILLIAMS	\$384.90	C
	Purpose:	ART SHOW PANELS AND MILLS BUILDING				
8350	04/03/2025	04/03/2025	AW	SHUTTLE'S UNIFORM INC.	\$342.00	C
	Purpose:	SNIDER UNIFORMS				
8351	04/03/2025	04/03/2025	AW	SITEONE LANDSCAPE SUPPLY	\$26.69	C
	Purpose:	LESCO STARTER/FERT				
8352	04/03/2025	04/03/2025	AW	SOUTHGATE LOCK & SECURITY	\$174.70	C
	Purpose:	PANIC BAR REPAIR, KEYS				
8353	04/03/2025	04/03/2025	AW	SPEAR'S	\$646.35	C
	Purpose:	BELT, BLADES, WHEELS				
8354	04/03/2025	04/03/2025	AW	TECHSPERT DATA SERVICES LLC	\$1,282.75	C
	Purpose:	MFA, ENDPOINT PROT, NETWORK ISSUES				
8355	04/03/2025	04/03/2025	AW	TREASURER, STATE OF OHIO	\$150.00	C
	Purpose:	ASSESSMENT VFDF				

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**Payment Listing**

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April 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8356	04/03/2025	04/03/2025	AW	TRIAD TECHNOLOGIES, LLC	\$185.22	C
	Purpose:	EQUIPMENT MAINT PARTS				
8357	04/03/2025	04/03/2025	AW	UNIQUE PAVING MATERIALS CORP.	\$277.50	C
	Purpose:	COLD MIX - ROAD REPAIR				
8358	04/03/2025	04/03/2025	AW	VANCUREN SERVICES, INC	\$3,800.00	C
	Purpose:	TREE REMOVAL,CHIP, HAUL				
8359	04/03/2025	04/03/2025	AW	TED ZALEWSKI	\$45.61	C
	Purpose:	REIMB ACTIVE PLUMBING PURCH FOR PD TOILET				
8360	04/03/2025	04/03/2025	AW	MICHAEL DAY	\$193.90	C
	Purpose:	MILEAGE REIMB - TRAINING				
8361	04/09/2025	04/09/2025	AW	SUPERIOR BEVERAGE	\$99.11	C
	Purpose:	ART SHOW PATRON PARTY				
8362	04/09/2025	04/09/2025	AW	A.D. PETERS	\$1,000.00	C
	Purpose:	MO NOVELLO BEST IN SHOW				
8363	04/09/2025	04/09/2025	AW	ANTONINO GIANNETTO	\$800.00	C
	Purpose:	FIRST PRIZE ART SHOW 2025				
8364	04/09/2025	04/09/2025	AW	PAT INGRAM	\$600.00	C
	Purpose:	SECOND PRIZE ART SHOW 2025				
8365	04/09/2025	04/09/2025	AW	TIMOTHY HAAS	\$400.00	C
	Purpose:	3RD PRIZE ART SHOW 2025				
8366	04/09/2025	04/09/2025	AW	VICTORIA WAGNER	\$500.00	C
	Purpose:	MEUNIER AWARD ART SHOW 2025				
8367	04/09/2025	04/09/2025	AW	APWA OHIO CHAPTER	\$995.00	C
	Purpose:	OPSI PATA TRAINING				
8368	04/09/2025	04/09/2025	AW	PRESTON FORD	\$58,874.00	C
	Purpose:	2025 FORD F600				
8369	04/09/2025	04/09/2025	AW	ABATE LANDSCAPING FLORIST	\$36.00	C
	Purpose:	STRAW BALES				
8370	04/09/2025	04/09/2025	AW	AKE ENVIRONMENTAL, INC.	\$4,121.70	C
	Purpose:	NEW ALARM SYS/MONTHLY MAINT				
8371	04/09/2025	04/09/2025	AW	WILLIAM H. CHILDS, JR	\$100.00	C
	Purpose:	ARB 4/3/25				

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**Payment Listing**

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April 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8372	04/09/2025	04/09/2025	AW	DUSTBUSTER	\$575.00	C
	Purpose:	CLEANING				
8373	04/09/2025	04/09/2025	AW	EJ USA, INC.	\$149.98	C
	Purpose:	MONUMENT LIDS				
8374	04/09/2025	04/09/2025	AW	ESO SOLUTIONS, INC	\$850.00	C
	Purpose:	SOFTWARE				
8375	04/09/2025	04/09/2025	AW	THE FLAG STORE, LLC	\$140.00	C
	Purpose:	4 3X5 FLAGS				
8376	04/09/2025	04/09/2025	AW	GENUINE PARTS COMPANY	\$358.75	C
	Purpose:	FILTERS, VALVES, DRILL				
8377	04/09/2025	04/09/2025	AW	RICHARD KAWALEK ARCHITECT INC	\$100.00	C
	Purpose:	ARB 4/3/25				
8378	04/09/2025	04/09/2025	AW	KOLSOM TIRES	\$400.00	C
	Purpose:	TURF TRAC TIRES (4)				
8379	04/09/2025	04/09/2025	AW	MENTOR LUMBER	\$494.12	C
	Purpose:	ART SHOW PANELS				
8380	04/09/2025	04/09/2025	AW	SHERWIN WILLIAMS	\$147.03	C
	Purpose:	ART SHOW PAINT/SUPP				
8381	04/09/2025	04/09/2025	AW	SUPERIOR AERIAL	\$800.00	C
	Purpose:	AERIAL INSP/DIELECTRIC TEST				
8382	04/09/2025	04/09/2025	AW	TURNER HOME & AUTO	\$410.76	C
	Purpose:	DRAIN COVER, PAINT SUPP, KICKPLATE, LED				
8383	04/09/2025	04/09/2025	AW	X PRESS PRINTING SERVICES, INC	\$70.00	C
8384	04/15/2025	04/15/2025	AW	STOW MUNICIPAL COURT	\$328.99	C
	Purpose:	GARNISHMENT				
8385	04/15/2025	04/15/2025	AW	DONALD BONCELA	\$500.00	C
	Purpose:	WALTER & IRENE OLIVER AWARD				
8386	04/15/2025	04/15/2025	AW	MONTROSE FORD	\$47,544.60	C
	Purpose:	2025 FORD LIGHTNING				
8387	04/15/2025	04/15/2025	AW	SENSYS GATSO USA, INC.	\$31,426.00	C
	Purpose:	MARCH 2025				
8388	04/17/2025	04/17/2025	AW	CLEVELAND JEWISH NEWS	\$240.00	C
	Purpose:	PASSOVER AD				

## VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

5/13/2025 4:27:05 PM

**Payment Listing**

UAN v2025.2

April 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8389	04/17/2025	04/17/2025	AW	COMDOC, INC.	\$38.17	O
	Purpose:	XEROX MONTHLY COST				
8390	04/17/2025	04/17/2025	AW	THOMAS J COOK	\$500.00	C
	Purpose:	MARCH INSPECTIONS				
8391	04/17/2025	04/17/2025	AW	EVANS PRINTING COMPANY	\$710.00	C
	Purpose:	ART SHOW PROGRAM				
8392	04/17/2025	04/17/2025	AW	JOSEPH GIGLIO	\$100.00	C
	Purpose:	HISTORIC BOARD MEETING				
8393	04/17/2025	04/17/2025	AW	JEAN MISCH	\$3,500.00	O
	Purpose:	2024 HEALTH REIMB				
8394	04/17/2025	04/17/2025	AW	MAYFIELD VILLAGE	\$113,927.85	C
	Purpose:	1ST QTR EMS 2025				
8395	04/17/2025	04/17/2025	AW	NICK MAYER'S MARSHALL FORD	\$249.08	O
	Purpose:	ROTOR ASY (2) CAR 2				
8396	04/17/2025	04/17/2025	AW	NE OH ASSN MAYOR'S COURT CLERKS	\$25.00	C
	Purpose:	DUES				
8397	04/17/2025	04/17/2025	AW	PRESTON FORD	\$1,056.88	C
	Purpose:	SENSORS, CONVERTER CAR 3				
8398	04/17/2025	04/17/2025	AW	SHUTTLE'S UNIFORM INC.	\$305.00	C
	Purpose:	POLICE UNIFORMS				
8399	04/17/2025	04/17/2025	AW	STAPLES BUSINESS ADVANTAGE	\$444.97	C
8400	04/17/2025	04/17/2025	AW	TECHSPERT DATA SERVICES LLC	\$200.00	O
	Purpose:	ENDPOINT PROTECTION				
8401	04/17/2025	04/17/2025	AW	TREAS OF STATE (FUND 83F)	\$750.00	C
	Purpose:	LEADS - PD				
8402	04/24/2025	04/24/2025	AW	ADVANCE OHIO	\$524.16	C
	Purpose:	BID AD ROAD/GRDRAIL				
8403	04/24/2025	04/24/2025	AW	AG-PRO COMPANIES	\$196.78	O
	Purpose:	FILTER KIT, OIL FLTR, BLADE				
8404	04/24/2025	04/24/2025	AW	AUBURN PIPE & PLUMBERS SUPPLY	\$232.00	O
	Purpose:	10" SULOC D/W				
8405	04/24/2025	04/24/2025	AW	CHAGRIN VALLEY NURSERIES, INC.	\$2,002.00	C



## VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

5/13/2025 4:27:05 PM

**Payment Listing**

UAN v2025.2

April 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
	Purpose:	MULCH AND PLANTS				
8406	04/24/2025	04/24/2025	AW	DISTILLATA COMPANY	\$144.15	C
	Purpose:	WATER COOLERS				
8407	04/24/2025	04/24/2025	AW	MICHAEL FEIG	\$25.00	O
	Purpose:	TRAINING REIMB NEOFPA				
8408	04/24/2025	04/24/2025	AW	FIRST CALL	\$16.99	O
	Purpose:	SOCKET				
8409	04/24/2025	04/24/2025	AW	KONDIK ADVERTISING & PRINTING, INC.	\$347.00	O
	Purpose:	VIOLATION BUREAU ENVELOPES				
8410	04/24/2025	04/24/2025	AW	NICOLA, GUDBRANSON & COOPER	\$2,520.00	O
	Purpose:	PROSECUTOR MARCH SERVICES				
8411	04/24/2025	04/24/2025	AW	OAMCC	\$125.00	O
	Purpose:	DUES OAMCC 2025				
8412	04/24/2025	04/24/2025	AW	RUMPKE	\$90.16	O
	Purpose:	TRASH REMOVAL				
8413	04/24/2025	04/24/2025	AW	SHERWIN WILLIAMS	\$146.28	O
	Purpose:	MILLS BLDG & COMM HOUSE				
8414	04/24/2025	04/24/2025	AW	SITEONE LANDSCAPE SUPPLY	\$419.91	O
	Purpose:	HERBICIDE PLUS FERT./ GRASS SEED				
8415	04/24/2025	04/24/2025	AW	SOUTHEASTERN EQUIPMENT CO INC	\$825.66	C
	Purpose:	FUEL FLTR, FLTR EMERG, SEAT ASY				
8416	04/24/2025	04/24/2025	AW	SPEAR'S	\$368.10	O
	Purpose:	ENG FILTER, HYDRAULIC OIL				
8417	04/24/2025	04/24/2025	AW	UH LAKE	\$24.00	O
	Purpose:	BLS AND ACLS E-CARDS				
8418	04/24/2025	04/24/2025	AW	SUZANNE SNELSON	\$425.00	O
	Purpose:	ART SHOW CATERING				
8419	04/24/2025	04/24/2025	AW	LAURA COTTON	\$602.77	C
	Purpose:	ART SHOW CATERING				
8420	04/24/2025	04/24/2025	AW	TOM MAJESKI	\$300.00	O
	Purpose:	ART SHOW BARTEND				
8421	04/24/2025	04/24/2025	AW	NICK NEMASTIL	\$150.00	C
	Purpose:	ART SHOW BARTEND				

## VILLAGE OF GATES MILLS, CUYAHOGA COUNTY

5/13/2025 4:27:05 PM

**Payment Listing**

UAN v2025.2

April 2025

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
8422	04/24/2025	04/24/2025	AW	CAITLYNN FARINACCI	\$150.00	O
	Purpose:	ART SHOW BARTEND				
8423	04/24/2025	04/24/2025	AW	COSTCO	\$130.00	O
	Purpose:	MEMBERSHIP				
8424	04/24/2025	04/24/2025	AW	AMERICAN SECURITY & AV SYSTEMS	\$4,196.16	O
	Purpose:	ALARM MONITORING				
8425	04/24/2025	04/24/2025	AW	FIRE FORCE INC	\$1,105.00	C
	Purpose:	SCBA FLOWTEST/RECALIBRATION				
8426	04/24/2025	04/24/2025	AW	ALEX MASTERS	\$1,060.80	O
	Purpose:	EMS REFUND				
8427	04/24/2025	04/24/2025	AW	TECHSPERT DATA SERVICES LLC	\$1,623.75	O
	Purpose:	NEW WORKSTATION PD & MFA ISSUE				
8428	04/24/2025	04/24/2025	AW	WICHERT INSURANCE SERVICES	\$1,192.00	O
	Purpose:	ADD 25 FORD F600, 25 F150 ELEC, REMOVE TESLA				
Total Payments:					\$806,327.82	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$806,327.82	

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

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

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

ORDINANCE NO. 1297

ORDINANCE FOR PAYMENT OF BILLS

PASSED MAY 20, 2025

TOTAL \$806,327.82

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\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

CLERK'S CERTIFICATE

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

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

\_\_\_\_\_  
Clerk

<b>Issue 2</b>	<b>May-25</b>	
<b>State</b>		
For	288,251	67.76%
Against	279,873	32.24%
<b>Cuyahoga County</b>		
For	74,323	77.54%
Against	21,523	22.46%
<b>Gates Mills A</b>		
For	59	71.95%
Against	23	28.05%
<b>Gates Mills B</b>		
For	61	84.72%
Against	11	15.28%
<b>Total Gates Mills</b>		
For	120	77.92%
Against	34	22.08%

May 6, 2025

		For	Against	
Maple Hts.	Tax Renewal Senior Center	884	381	Pass
Bay Village CSD	Tax Levy Additional	2,431	1,034	Pass
Brooklyn CSD	Tax Levy Renewal	688	411	Pass
Garfield Hts. CSD	Tax Levy Renewal	892	986	<b>Fail</b>
Orange CSD	Tax Levy Renewal	2,453	562	Pass
Parma CSD	Tax Levy Additional	6,147	8,947	<b>Fail</b>

6 Tax-Related Issues

One-third Failed (2/6)

Two-thirds Passed (4/6)

One that Failed was a Renewal



# 2025 PRIORITIES



Presented below are 2025 projects or undertakings that support the three strategic priorities or are important to the Village.

		Status
PRIORITY: SAFETY		as of MAY
1	Fill the full-time police officer opening	3
2	Consider traffic enforcement in the school zone on Mayfield Road	3
3	Complete specifications, evaluate funding and consider bidding for new fire engine	3
4	Expand fire station duty weekend presence by 12-16 hours	4
5	Construct sidewalk from elementary school parking lot to library	3
PRIORITY: ENVIRONMENTAL STEWARDSHIP		
1	Execute invasive pilot program projects	4
2	Use pilot program learnings to scope broader projects	3
3	Foster the relationship between the Village and GM Land Conservancy	2
4	If approved, convert the CVHC wastewater system into the Village system	2
5	Collaborate with the GM Garden Club for a Wildflower Preserve project in the Arboretum	3
6	Monitor the recycling program and waste removal vendor	2
PRIORITY: COMMUNITY ENGAGEMENT		
1	If approved, begin installing fiber optic solution with Chagrin Valley Gig	2
2	Formalize collaboration with community organizations and their priorities	1-2
3	Plan the Village's 200th anniversary for 2026 - plan by mid-2025	1-2
4	Support Encore Gates Mills Music and Idea Festival in year 2	4
OTHER IMPORTANT ITEMS		
1	No changes to zoning.	4
2	Continue road program (year 4)	3
3	Evaluate repairs needed for RR walking bridge	2
4	Evaluate repairs needed for Town Hall	1
5	Promote the Village Center	1
6	Create specifications and cost estimates for new salt bin	2
7	Enforce Ordinances	3
8	Consider Historic District guidelines	1
9	Simplify Committees	2
10	Renew 1996 operating levy	2
11	Update a 3-to-5 year financial plan	1
12	Identify potential council candidates	2
13	Assess senior services	2
14	Relationships with the schools	1

## LEGEND

1. Not Yet Started

2. In Process - Early Stage

3. In Process - Advanced Stage

4. Essentially Complete

VILLAGE OF GATES MILLS  
FINANCIAL STATEMENT  
APRIL 30, 2025

	2025 BUDGET	Current Month	2025 Year to Date	2024 Year to Date
General Fund (GF) Revenues:				
Taxes:				
Real Estate Taxes	2,785,820	-	1,252,236	1,271,032
Municipal Income Taxes	2,415,000	101,491	538,330	492,734
Share of Sales and State Taxes	-	-	4,587	19,561
Total Tax Revenue	5,200,820	101,491	1,795,154	1,783,327
Other Sources:				
Fines and Costs	75,100	3,696	15,491	22,513
Traffic Camera Gross Receipts	1,520,000	114,385	425,715	578,055
Building/Liquor Permits & Licenses	51,040	3,534	6,739	24,541
Interest Income	273,500	24,931	100,662	106,481
Rental Income	222,360	12,699	118,766	127,771
Mills Building Rental Income	142,631	5,090	55,621	33,987
Ambulance Income	50,000	18,852	39,221	35,386
SRO Reimbursement	94,500	7,871	31,483	31,483
Misc	66,750	20,000	158,535	23,609
Total Other Sources Revenue	2,495,881	211,058	952,234	983,826
Assessments:				
School Board/Property Assessment	-	-	-	-
Total General Fund Revenues	7,696,701	312,548	2,747,388	2,767,153
Add Year Beginning General Fund Balance		7,490,726	7,879,102	7,580,424
Less Expenses:				
Administration Costs	(see Page 2)	(54,834)	(392,966)	(356,310)
Administration - Transfers		-	(1,241,500)	(196,500)
Police Department Costs	(see Page 3)	(305,547)	(904,721)	(877,700)
Fire Department Costs	(see Page 3)	(26,063)	(80,229)	(67,778)
Fire Department Ambulance	(see Page 3)	(134,736)	(228,975)	(183,290)
Service Department Costs	(see Page 4)	(245,902)	(741,907)	(767,946)
Total General Fund Expenses		(767,083)	(3,590,298)	(2,449,524)
Current General Fund Balance		7,036,192	7,036,192	7,898,053
Plus:				
Other Fund Current Balances		2,835,918	2,835,918	2,041,836
Total Current Balance - All Funds		9,872,110	9,872,110	9,939,889

MISC	\$63,212 OH Emerg Mgmt
	\$42,098 NEORS D REIMB
	\$20,000 Cleveland Water

VILLAGE OF GATES MILLS  
FINANCIAL STATEMENT  
APRIL 30, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
ADMINISTRATION:				
Salaries and Wages	169,664	19,525	58,453	56,142
Health Insurance	48,681	6,845	15,720	23,831
Worker's Comp/Medicare	5,500	344	1,297	1,493
Employee Retirement (OPERS)	29,000	3,325	9,855	9,304
PERSONNEL COSTS	252,845	30,039	85,326	90,770
Legal - Law Director	60,000	-	8,334	16,717
Legal - Prosecutor	58,750	3,770	16,915	12,588
Legal - Other	2,000	524	1,389	8
Engineering	48,610	4,126	16,600	11,061
Other Professional Services	111,500	11,244	49,214	52,907
LEGAL AND PROFESSIONAL	280,860	19,664	92,451	93,281
General Insurance	130,000	1,192	123,668	116,741
Income Tax Expense	70,000	3,071	52,088	14,751
County Auditor Expenses	73,000	-	30,466	33,289
Office Expenses	14,500	653	5,562	4,810
Miscellaneous Expenses	5,500	216	3,405	2,668
OTHER ADMINISTRATIVE COSTS	293,000	5,132	215,189	172,259
ADMINISTRATION OPERATING COSTS	826,705	54,834	392,966	356,310
Transfers to Other Funds	1,241,500	-	1,241,500	196,500
TOTAL ADMINISTRATION COSTS	2,068,205	54,834	1,634,466	552,810

VILLAGE OF GATES MILLS  
FINANCIAL STATEMENT  
APRIL 30, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
POLICE DEPARTMENT:				
Salaries and Wages	1,280,250	145,206	422,813	396,249
Overtime	35,000	4,252	22,372	10,137
Health, OPERS, MEDI, Worker Comp	314,819	22,867	88,664	101,790
PERSONNEL COSTS	1,630,069	172,324	533,849	508,176
Gasoline	25,000	-	4,605	3,841
Repairs and Maintenance	17,000	1,440	5,465	5,415
Uniforms	16,000	647	1,190	1,771
Training/Conferences	13,000	854	3,829	3,478
Dispatch Operating Fee	140,000	11,419	45,677	56,252
Alarm System Fee	17,000	4,196	8,365	8,662
Maintenance Agreements/Radio Expenses	28,000	750	15,159	17,446
Traffic Camera Program LMC	336,000	31,340	102,820	89,620
Traffic Camera Program Gatso	405,000	31,426	116,732	164,302
Other Expenses	16,000	3,606	6,348	3,697
V.E.G.	12,000	-	12,000	11,000
OTHER POLICE DEPART COSTS	1,025,000	85,679	322,190	365,484
Vehicle Purchases	52,000	47,545	47,545	-
Equipment Purchases	26,000	-	1,138	4,040
CAPITAL EXPENDITURES	78,000	47,545	48,682	4,040
TOTAL POLICE DEPARTMENT COSTS	2,733,069	305,547	904,721	877,700

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FIRE DEPARTMENT:

Salaries and Wages	227,500	21,409	63,378	47,046
PERS, MEDI, SOC SEC, Worker Comp	33,900	1,773	6,993	5,463
PERSONNEL COSTS	261,400	23,182	70,371	52,509
Vehicle Maintenance	10,000	-	130	65
Ambulance/EMS <i>see below</i>	486,900	134,736	228,975	183,290
Training/Conferences	12,500	49	209	-
Contracts & Annual Fees	26,000	2,832	5,347	10,566
Other Expenses	15,000	1	670	837
OTHER FIRE DEPARTMENT COSTS	550,400	137,617	235,331	194,758
CAPITAL EXPENDITURES	131,300	-	3,502	3,801
TOTAL FIRE DEPARTMENT COSTS	943,100	160,799	309,204	251,068
<i>Ambulance Income on Cover Page</i>	50,000	18,852	39,221	35,386



VILLAGE OF GATES MILLS  
FINANCIAL STATEMENT  
APRIL 30, 2025

	2025 BUDGET	2025 Month Expenses	2025 To Date Expenses	2024 To Date Expenses
SERVICE DEPARTMENT:				
Salaries and Wages	823,725	96,400	282,612	255,799
Overtime	30,975	1,757	36,103	13,422
Health, OPERS, MEDI, Worker Comp	362,200	33,332	120,078	125,359
PERSONNEL COSTS	1,216,900	131,489	438,793	394,580
Salt/Aggregate (snow removal)	60,000	-	73,711	21,473
Building Inspection	18,000	500	2,808	3,366
Equipment Maintenance	52,000	9,026	16,198	30,283
Gasoline Expense	40,000	-	14,579	9,961
Supplies/Uniforms	36,500	4,238	14,918	12,804
OPERATING COSTS	206,500	13,764	122,214	77,887
BUILDING OPERATION & MTC				
Village Hall	166,100	8,340	29,284	30,242
Village Houses	2,300	55	90	-
Community Building	20,700	3,423	9,620	9,852
Post Office	2,300	420	903	478
OBT Building	1,850	121	446	586
Wash House	4,200	33	61	-
Burton Court	3,200	940	2,690	3,497
Mills Building	75,100	19,074	39,289	37,001
BUILDING OPERATION & MTC	275,750	32,407	82,384	81,656
Street Repair	5,000	427	735	603
Ditch, Drain, Sewers	30,500	355	421	1,694
Tree Grinding (Contractors)	15,000	3,800	3,800	15,275
Street Lighting	20,000	1,156	4,659	5,027
Parks	21,000	3,045	10,824	2,475
Guardrails, Signs, Bridges	10,000	141	1,948	783
STREETS AND ROADS	101,500	8,923	22,387	25,857
Vehicles	120,000	59,319	59,319	174,689
Other Equipment	18,000	-	16,810	13,277
CAPITAL EXPENDITURES	138,000	59,319	76,129	187,966
TOTAL SERVICE DEPARTMENT COSTS	1,938,650	245,902	741,907	767,946



VILLAGE OF GATES MILLS  
FINANCIAL STATEMENT  
APRIL 30, 2025

	Beginning Year Balance	Year-to-date Actual Receipts	Year-to-date Actual Expenses	Unexpended Balance
Street Const Maint Repair	169,334	66,704	-	236,038
State Highway	27,207	5,470	19,999	12,677
Bond Retirement (KeyBank Loans)	2,730	-	-	2,730
	<u>199,270</u>	<u>72,174</u>	<u>19,999</u>	<u>251,444</u>
Capital Improvement	260,244	1,080,487	98,208	1,242,523
Water	302,465	-	25,782	276,683
Wastewater Plant	11,467	71,958	23,559	59,866
Park Recreation	22,147	13,981	11,138	24,991
Cemetery	72,220	7,000	3,784	75,436
Mayor's Court-Violations Bureau	560	3,623	3,549	634
Mayor's Discretionary	505	1,500	240	1,765
Purcell Trust	30,296	-	-	30,296
Land Conservation	326,382	134,310	103,211	357,481
Local Fiscal Recovery Fund (ARPA)	157,531	-	13,776	143,756
Building Bond Deposit	156,162	970	-	157,132
Underground Storage Tank	11,000			11,000
Safety Fund	50,473	10,000	45,592	14,882
Police Relief & Pension	33,832	208,810	79,205	163,437
Law Enforcement	-	-	-	-
VEST Grant	-	-	-	-
OneOhio Fund (Opiod)	2,348	-	485	1,863
STATE Grants	21,399	9,425	8,093	22,731
TOTAL OTHER FUNDS	<u>1,658,301</u>	<u>1,614,237</u>	<u>436,620</u>	<u>2,835,918</u>
GENERAL FUND	7,879,102	2,747,388	3,590,298	7,036,192
TOTAL ALL FUNDS	<u>9,537,403</u>	<u>4,361,625</u>	<u>4,026,918</u>	<u>9,872,110</u>

STATE OF THE VILLAGE  
APRIL 30, 2025

	2025	2024
Total Current Balance - All Funds	<b>9,872,110</b>	<b>9,939,888</b>
Cash and Investments:	4/30/2025	4/30/2024
Cash:		
ANCORA	8,778,027	8,548,957
CHASE DDA	103,540	134,171
CHASE SAV - LAND CONS	798	259,255
STAR OHIO -LAND CONS	356,683	-
CHASE VIOLATIONS BUREAU	49,080	35,656
Star Ohio	<u>611,540</u>	<u>1,024,085</u>
Total Cash	9,899,668	10,002,124
(OUTSTANDING CHECKS)	<u>(27,558)</u>	<u>(62,236)</u>
Total Cash and Investments	<b>9,872,110</b>	<b>9,939,888</b>

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\*\* From Wastewater Fund

GENERAL FUND SUMMARY	BUDGET	APRIL	2025 YEAR TO DATE	2024 YEAR TO DATE
Real Estate Taxes	2,785,820	-	1,252,236	1,271,032
Municipal Income Tax	2,415,000	101,491	538,330	492,734
Share of Sales and State Taxes	-	-	4,587	19,561
Other Sources	2,495,881	211,058	952,234	983,826
Assessments	-	-	-	-
<b>TOTAL OPERATING REVENUES</b>	<b>7,696,701</b>	<b>312,548</b>	<b>2,747,388</b>	<b>2,767,153</b>
 <b>OPERATING EXPENSES</b>				
Administration Department	826,705	54,834	392,966	356,310
Police Department	2,733,069	305,547	904,721	877,700
Fire Department	943,100	160,799	309,204	251,068
Service Department	1,938,650	245,902	741,907	767,946
Transfers excluding Inheritance Taxes	1,241,500	-	1,241,500	196,500
<b>TOTAL OPERATING EXPENSES</b>	<b>7,683,024</b>	<b>767,083</b>	<b>3,590,298</b>	<b>2,449,524</b>
 <b>SURPLUS (DEFICIT)</b>	<b>13,677</b>	<b>(454,534)</b>	<b>(842,910)</b>	<b>317,629</b>

Project	April 30, 2025	BUDGET	APRIL	YEAR TO DATE EXPENSES	COURTNEY	OTHER	SCMR/STHWY
	CAPITAL IMPROVEMENT						
	2025 Road Program	850,000		48,551	48,551		
	Riverview Change Orders			33,880		33,880	
	Sidewalk Project	78,125		-			
	Storm Water Regulations & Issues	20,000		10,041	10,041		
	Salt Bin Engineering	50,000		-			
	Guardrail Replacement	100,000		5,735	5,735		
	Broadband	500,000		-			
	Contingencies	20,000					
TOTAL	CAPITAL IMPROVEMENT	1,618,125	-	98,208	64,328	33,880	-

## **VILLAGE OF GATES MILLS**

### **FINANCIAL REPORT FOR THE MONTH ENDING APRIL 30, 2025**

#### **MONTHLY RESULTS AND FINANCIAL POSITION**

The financial statements were provided to the Mayor, Clerk and Council prior to the May 20, 2025, Regular Council meeting.

#### **GENERAL FUND**

Revenue for the month was \$312,548 and \$2,747,388 year-to-date. Real estate tax receipts are lower than received in 2024 by \$18,796. Municipal income taxes are \$45,596 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.

The traffic camera enforcement program gross receipts in April were \$114,385. Year-to-date receipts are trailing 2024's number by \$152,340. 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 April totaled \$62,766 for a net collection of \$51,619 for the month. Net collections year-to-date are \$206,163.

Other sources of revenue, excluding the traffic camera program, were \$96,673 in April. Year-to-date the Village has received \$526,519 compared to \$405,771 in 2024's other sources of revenue. The Mills Building rental income is higher this year due to a tenant paying rent for the year in January. The Village received \$63,212, in February, from the State of Ohio's Emergency Management Agency for the reimbursement of costs associated with the tornadic storm the Village endured in August of 2024. We also received reimbursement from Northeastern Ohio Regional Sewer District for Phase 2 Stormwater Mapping, Storm Sewer work at Mayfield and Chagrin River Road and Chagrin River Watershed Partners dues in the amount of \$42,098 in March. These amounts are included under Miscellaneous in Other Sources of Revenue. In April, the City of Cleveland Water Department remitted \$20,000 for the emergency repair work done on Old Mill Road in 2024.

Expenditures were \$767,083 for April. Year-to-date, excluding transfers from the General Fund, expenses were \$2,348,798 compared to 2024 year-to-date expenses of \$2,253,024. 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 \$54,834 in April. 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. Office Expenses of \$4,908 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 \$305,547 in April. The Department's expenses were \$904,721 as of the end of April, which is \$27,021 more than the prior year-to-date amount of \$877,700. In April, the department purchased the budgeted 2025 Ford F150 Lightning vehicle.

The Fire Department 2025 costs were \$160,799 in April. Most of the expense was for the quarterly ambulance fees due to Mayfield Village of \$134,736. Year-to-date expenses of \$309,204 were higher than last year's amount of \$251,068. Wages are higher year-to-date this year by \$17,862 due to the increased hours for station duty, while Ambulance/EMS costs are higher than this time last year by \$45,685.

The Service Department incurred \$245,902 in expenses in April. Year-to-date, the Department has incurred \$741,907 which is \$26,039 less than last year's figure of \$767,946. Overtime wages of \$36,103 exceeded last year's amount of \$22,681 due to the number of snow and ice storms experienced this year. Salt expense was \$73,711 compared to last year's amount of \$21,473. In April, the new Ford F600 was purchased for \$58,874.

In summary, for four months of the year, the Village operated with a General Fund shortfall of \$842,910 due to completing the annual transfers to other funds of \$1,241,500. Excluding transfers, the surplus would be \$398,590. Last year, the Village had a surplus of \$317,629 with only \$196,500 transferred to other funds.

The General Fund cash balance on April 30, 2025 was \$7,036,192 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 \$2,835,918 on April 30, 2025. The increase from the end of 2024 was mainly due to transfers from the General Fund. In April, \$8,778.73 was used from the Park Recreation Fund for the Art Show.

Janet M. Mulh, MPA  
Finance Administrator

# Village of Gates Mills

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

## **May 2025 Council Meeting (April Report)**

- 1) On 4/20, a double Homicide suspect was taken into custody during a traffic stop in the 700 block of Chagrin River Road. The suspect was wanted out of Puerto Rico. He was transferred to the Cuyahoga County jail, waived his extradition hearing and is waiting to be picked up and returned to Puerto Rico.
- 2) A Chagrin Falls man was cited for passing a school bus in the 900 block of Chagrin River Road.
- 3) Our new electric F-150 Ford Lightning has arrived and is service.
- 4) A speed and volume study were conducted by Sensys Gatso during school zone hours at St. Francis to evaluate the feasibility of expanding our camera program.

### Monthly Totals:

- 66 Traffic Citations
- 29 Warnings
- 29 Incident/Accident reports
- 1746 House Checks
- 7.004 Patrol Miles

Sincerely,



Gregg Minichello  
Chief of Police  
Gates Mills Police Department  
[gminichello@gatesmillsvillage.com](mailto:gminichello@gatesmillsvillage.com)  
440.423.4405 x 112

SGG USA					
Gates Mills, OH - Summary by time periods					
Date Range	Passes	@ 58	@ 59	@ 60	Avg.
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
February 2025 (02/01/2025 - 02/28/2025)	355,195	463	306	705	44.75
March 2025 (03/01/2025 - 03/31/2025)	393,904	644	437	1,081	45.37
April 2025 (04/01/2025 - 04/30/2025)	433,380	559	416	960	45.17

1462 citations were issued in April.



U.S. Department of Justice

United States Marshals Service

*Northern District of Ohio*

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*Cleveland, OH 44113*

May 6, 2025

Patrolman Jay Cudo  
Gates Mills Police Department  
1470 Chagrin River Rd.  
Gates Mills, OH 44040

Dear Patrolman Cudo:

I wanted to personally recognize and commend your recent actions leading to the arrest of Jose A. Kock Rivera.

On Sunday, April 20, 2025, you arrived to assist on a routine traffic stop for a vehicle modification violation. After the driver and passenger were advised of the reason for the stop, the driver was run through LEADS and it was discovered he had an active arrest warrant for a double homicide that occurred in Puerto Rico back in 2020. Upon seeing this, you along with Patrolman Dylan Hustosky conducted a felony stop, calling Rivera out of the vehicle at gunpoint and taking him into custody without incident.

Rivera faces homicide and weapons charges after the murder of two innocent men in San Lorenzo, PR. He had a multi-million bond and was listed on Puerto Rico's Top 10 Most Wanted list.

Your outstanding police work and attention to detail were critical in determining the driver of this vehicle was a dangerous fugitive. Because of your actions, he is now off the streets of our community, and the loved ones of his victims will finally see him brought to justice. We greatly appreciate your professionalism and are grateful for your efforts in safely conducting this arrest.

Sincerely,

Peter J. Elliott  
United States Marshal  
Northern District of Ohio

CC: Chief Gregg Minichello  
Lt. Michael Pollutro



U.S. Department of Justice

United States Marshals Service

*Northern District of Ohio*

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*Cleveland, OH 44113*

May 6, 2025

Patrolman Dylan Hustosky  
Gates Mills Police Department  
1470 Chagrin River Rd.  
Gates Mills, OH 44040

Dear Patrolman Hustosky:

I wanted to personally recognize and commend your recent actions leading to the arrest of Jose A. Kock Rivera.

On Sunday, April 20, 2025, you initiated a routine traffic stop for a vehicle modification violation assisted by Patrolman Jay Cudo. After advising the driver and passenger of the reason for the stop, the driver was run through LEADS and it was discovered he had an active arrest warrant for a double homicide that occurred in Puerto Rico back in 2020. Upon seeing this, you and Patrolman Cudo conducted a felony stop, calling Rivera out of the vehicle at gunpoint and taking him into custody without incident.

Rivera faces homicide and weapons charges after the murder of two innocent men in San Lorenzo, PR. He had a multi-million bond and was listed on Puerto Rico's Top 10 Most Wanted list.

Your outstanding police work and attention to detail were critical in determining the driver of this vehicle was a dangerous fugitive. Because of your actions, he is now off the streets of our community, and the loved ones of his victims will finally see him brought to justice. We greatly appreciate your professionalism and are grateful for your efforts in safely conducting this arrest.

Sincerely,

Peter J. Elliott  
United States Marshal  
Northern District of Ohio

CC: Chief Gregg Minichello  
Lt. Michael Pollutro



# Gates Mills Service Department

*"Yours in service since 1920"*

TO: Mayor  
and Council Members

FROM: Dave Biggert, Service Director

**RE: SERVICE DEPARTMENT REPORT – APRIL 2025**

1. In April, 8 building permits were issued for a total construction value of \$2,511,407. This includes one new home on Chagrin River Road just north of Cedar Road.
2. In April 2024, 6 building permits had been issued for a total construction value of \$815,538.
3. The following is the Villages recycling tonnage for the first quarter of 2025:

194.06 tons of trash was collected and deposited in a landfill.  
69.12 tons of recycling material collected.

The first quarter of 2024:

203.25 tons of rubbish.  
41.04 tons of recycled material collected.

4. The April P & Z meeting had been cancelled, no items submitted for review.

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

Respectfully Submitted,



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

# Gates Mills Fire Department

## April 2025 Fire Department Report

DATE	NFIRS NUMBER	Address/Location	Description of Incident
04/01/25	2025-38	7635 Old Mill Road	Odor of Gas.
04/02/25	2025-39	1795 Epping Road	Fire Alarm.
04/03/25	2025-40	7620 Old Mill Road	Fire Alarm.
04/04/25	2025-41	Mayfield & Chagrin River Road	False Alarm-Possible Vehicle Fire.
04/14/25	2025-42	2020 Woodstock Road	Tree on Structure-Structural Integrity Impaired.
04/15/25	2025-43	7170 Old Mill Road	MVC-with injuries.
04/16/25	2025-44	36599 Dorchester Road	Power Line Down.
04/18/25	2025-45	6754 Gates Mills Blvd.	Fire Alarm.
04/18/25	2025-46	781 Chagrin River Road	Unauthorized Burning.
04/21/25	2025-47	615 Battles Road	Power Line Down.
04/23/25	2025-48	7830 Gatewood Oval	Natural Gas Leak.
04/24/25	2025-49	11688 Lyman Road	Chesterland-Auto-Aid Structure Fire.
04/24/25	2025-50	12465 County Line Road	MVC w/injuries.
04/25/25	2025-51	7000 Norvale Circle-East	Fire Alarm.
04/25/25	2025-52	Chagrin River Road	Assist Police to Close Roadway Due to Flooding.
04/28/25	2025-53	500 County Line Road	Fire Alarm.

CURRENT MONTH TOTAL	2025 YEAR TO DATE	2024 YEAR TO DATE
G.M. FIRE 16	53	85
M.V. EMS 21	80	54
	Canceled & Sign-Offs 1	Canceled & Sign-offs 3

The April training topics were:

April 15 & 16, 2025 Vehicle Stabilization on Automobiles. Mutual aid drills with Mayfield Village.

April 22 & 23, 2025 Vehicle Extrication on Automobiles. Mutual aid drills with Mayfield Village..

Tom Majeski

May 1, 2025





# Gates Mills Fire Department

**April 2025**

**Vehicle Stabilization & Extrication Training - Joint with Mayfield Village Fire Dept.**







Mutual Aid Structure Fire Response to Chester Twp.



Bryce Day Ohio Fire Academy Graduation







# Gates Mills Fire Department

Thomas Majeski, Chief

Office: 440-423-1580

Email: [firechief@gatesmillsvillage.com](mailto:firechief@gatesmillsvillage.com)



With summer finally here and all of the fun and activities it brings with it, please don't forget about the spectacular **FOURTH OF JULY PARADE!** The parade forms at 10:00 am and begins at 11:00 am. Everyone in the Fire Department hopes to see you there! Join us (weather permitting) at 9:30 a.m. for a swearing-in ceremony for our new **Engineers** (First-Class Firefighters). Immediately following the parade on the Polo field, meet your Firefighters and see the Fire Trucks up close.

Regarding safety, every year, approximately 9,000 people in the U.S. are injured by fireworks. Even things such as sparklers that are seemingly safe and available to the public burn at a temperature of over 1,000 degrees and can easily catch clothing on fire. Please have a safe and happy Independence Day and attend one of the many Fireworks displays put on by professional, licensed exhibitors. Note: It is still against ordinance to discharge fireworks in the Village of Gates Mills without a permit.

And finally, please watch out for the children and bicyclists that sometimes appear out of nowhere during the warm weather.



RESOLUTION NO. 2025- 16

BY MAYOR SIEMBORSKI

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TECHSPERT DATA SERVICES LLC FOR MANAGED INFORMATION TECHNOLOGY SERVICES.

WHEREAS, the Village of Gates Mills desires to engage Techspert Data Services LLC to provide professional services for managed IT services for the Village;

WHEREAS, Techspert Data Services LLC has submitted a Proposal with a Master Services Agreement to the Village to provide such services (collectively, the "Agreement"), a copy of which is attached hereto as Exhibit A, for a period of twelve (12) months for a total amount not to exceed \$37,319.00;

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 Techspert Data Services LLC for the services set forth in the Proposal and Master Services Agreement, attached hereto as Exhibit A, for a period of twelve (12) months in a total amount not to exceed thirty-seven thousand three hundred nineteen dollars (\$37,319.00), which agreement shall be approved as to form by the Village Law Director.

Section 2: The Agreement attached as Exhibit A shall not include any obligation of the Village to indemnify Techspert Data Services LLC as appears in Paragraph 9 of the Master Services Agreement.

Section 3: Any renewal term of the Agreement authorized in Section 1 shall be subject to the appropriation of funds by this Council.

Section 4: 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 5: This Resolution shall take effect and be in full force at the earliest period allowed by law.

Passed the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED:

\_\_\_\_\_  
Mayor



3593 Medina Rd., #236, Medina, OH 44256  
t. 330-441-4426 f. 330-441-4427

## QUOTE

Due Date	Quote #	Date
	TDSQ1732-03	5/7/2025

### Sold To

**Gates Mills Village**  
Mike Day  
1470 Chagrin River Road  
Gates Mills, OH 44040  
United States

**Phone** (440) 423-4405  
**Fax** (440) 423-0620

### Ship To

**Gates Mills Village**  
Mike Day  
1470 Chagrin River Road  
Gates Mills, OH 44040  
United States

**Phone** (440) 423-4405  
**Fax** (440) 423-0620

### Your Sales Rep

**Adam Sieminski**  
  
3304414426 ext 104  
orders@techspert-data.com

## 2025 TotalCare- Complete Proposal

Line	Qty	Description	Unit Price	Ext. Price
------	-----	-------------	------------	------------

### MONTHLY RECURRING

- |   |    |  |  |  |
|---|----|--|--|--|
| 1 | 1  | TOTALCARE- COMPLETE CYBER DEFENSES:<br><br>(Includes 1 SERVERS, 16 DEVICES for 25 USERS and 39 Mailboxes in original contract)<br>(1) - Breach Protection for Employees<br>(2) - Breach Protection for WIFI<br>(3) - Breach Protection for Firewall<br>(4) - Breach Protection for Operating Systems for all Servers and Computers<br>(5) - Breach Protection for BYOD (Bring Your Own Device)<br>(6) - Breach Protection for Cloud Accounts |  |  |
| 2 | 1  | Cyber Security Awareness Training:<br>- Management Console<br>- Unlimited Phishing Security Tests<br>- Training Access<br>- CatchPhish Alert Button<br>- Dark Web Scanning   |  |  |
| 3 | 39 | Microsoft Entra ID P2  |  |  |
| 4 | 1  | Managed Firewall Solution  |  |  |
| 5 | 1  | TotalCare Business Continuity and Disaster Recovery Solution:<br>- Onsite Backup Appliance and Management<br>- Image-based snapshots<br>- Nightly offsite backup to globally replicated cloud<br>- Virtualization within appliance should other server hardware fail<br>- Bare-metal Restores<br>- Infinite cloud retention (where applicable)<br>- Cloud virtualization should facility become unavailable.                                 |  |  |
| 6 | 39 | MS 365/Google Workspace Backup<br>MS: Mailbox, Tasks, OneDrive, SharePoint, Teams<br>Google: Gmail, Calendar, Contacts, Drive, Team Drives<br><br>Infinite Cloud Retention (ICR)<br>Backup snapshots are retained in the Cloud indefinitely,<br>following the schedule denoted below:<br>- 3X daily backups are retained for 30 days<br>- Dailies are kept after 30 days<br>- Weeklies are kept after 90 days                                |  |  |



Line	Qty	Description	Unit Price	Ext. Price
- Monthlies are kept after a year, then stored for selected retention perio				
7	39	Cyber Security Anti-phishing Email Filter: (per Mailbox) * AI ANTI-PHISH MS365 Mailbox Protection- Eliminates most common phishing emails before it reaches user!		
8	25	Password Manager		
9	25	Watchguard Authpoint - 2-Factor Authentication		
10	1	IP Power Management		
11	16	Hard Disk Encryption		
Total Monthly Recurring:				\$2,967.00
ONE-TIME CHARGES				
12	1	TotalCare- Complete Onboarding Fee (ONE-TIME)	\$1,715.00	\$1,715.00
Fees are payable monthly in advance. The initial monthly payment is due upon execution of this Agreement.				
Recurring Amounts:			SubTotal	\$4,682.00
\$2967.00 Billed Monthly			Tax	\$0.00
			Shipping	\$0.00
			Total	\$4,682.00

Please contact me if I can be of further assistance.

Techspert Data Services, LLC  
Master Services Agreement

This Master Services Agreement ("MSA") is between Techspert Data Services, LLC of 3593 Medina Road #236 Medina, Ohio 44256 ("Techspert"), and Gates Mills Village, of 1470 Chagrin River Road, Gates Mills, OH 44040 ("Client") and shall be effective as of the latest date of the signatures of the parties below ("Effective Date"). The parties agree as follows:

- 1) **SCOPE.** This MSA is to govern all services of Techspert performed or provided to Client (collectively, the "Services"), including the Initial Assessment (as defined below) of the Client's computer network, system, peripherals, devices which are installed or operated by Client ("System") and all software, equipment and other goods supplied by Techspert (collectively, the "Products") and replaces all other agreements between the parties. Techspert's review of Client's System with recommendations for a fee of ~~\$2500~~ \$0 ("Initial Assessment"), shall be governed by the MSA. Except for the Initial Assessment, Techspert does not obligate itself to provide any Services or Products by this MSA, the scope, terms, and fees of which will be described in one or more addendum executed from time-to-time by both parties electronically or physical signature referencing this MSA (individually and collectively "Addendum,"). If an Addendum for Products or Services is executed by both parties referencing this MSA, it shall automatically be incorporated in and deemed a part of this MSA. In the event of a direct conflict between the language of this MSA and any Addendum the language of the Addendum shall control except as it relates to warranties, limitations of liability or termination, which are controlled by this MSA.
- 2) **TERM; RENEWAL.** The term of this MSA shall begin on the Effective Date and shall continue until one year after the expiration or termination of all Addendum(s). The term of all Addendums shall be, unless otherwise provided by the Addendum, three (3) calendar years ("Initial Addendum Term"), with an annual price adjustment equal to the greater of five percent (5%) or the annual Consumer Price Index published by the U.S. Bureau of Labor Statistics in the month prior to renewal ("CPI Adjustment") Upon the expiration of the Initial Addendum Term, the Addendum shall automatically renew for continuous one (1) year terms (each a Renewal Term) on the same terms and conditions, but with the CPI Adjustment, unless either party notifies the other party of its intention to not renew the Addendum no less than sixty (60) days prior to the end of the then-current term. The Initial Addendum Term and each Renewal Term shall be collectively referred to as the "Addendum Term."
- 3) **FEES; SERVICE RATES.** Client agrees to pay Techspert the fees described in, and in accordance with the Addendum for the Services or Products provided under that Addendum. Any Services beyond the scope detailed within the Addendum(s) or within the scope of an Addendum but required due to unauthorized modifications to System by Client ("Out-of-Scope Work") shall be billed to Client and Client shall pay for such Out-of-Scope Work according to Techspert's then-current rate schedule. Out-of-Scope Work shall not be provided to Client without Client's written confirmation by either party within thirty (30) days of such request and an invoice may serve as such confirmation. All Techspert representations relating to time relating to Out-of-Scope Work are estimates of actual time and not a guarantee or agreement to perform Out-of-Scope Work for a fixed fee as time and cost involved may vary.
- 4) **PAYMENT.** Unless otherwise stated in an Addendum, payment is due within thirty (30) calendar days of invoice from Techspert. Techspert may, with notice to Client and ten (10) day opportunity for Client to cure, suspend or withdraw Products or Services. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs.
- 5) **AUTHORIZED CONTACT PERSON.** Client shall designate one authorized contact person ("Authorized Contact") with whom Techspert will conduct Service-related communications pursuant to each Addendum. In the event that an Authorized Contact is not listed in an Addendum, the Authorized Contact shall be the signatory below. Techspert shall accept direction of the Authorized Contact, until Client notifies Techspert otherwise together with identifying the new Authorized Contact.



- 6) **ACCESS.** Techspert may access and assess Client's System for the Initial Assessment and the performance of Addendums. Due to such remote access, Techspert cannot guarantee security of data of Client. Techspert shall use a reputable third-party software to access the System. To the extent Addendum performance is on Client's premises ("Premises"), Client grants Techspert the right of ingress and egress. If Addendum performance is not on Premises, Client shall secure, at Client's cost, any necessary rights of entry or permission necessary for Techspert to provide Services at such location(s). Client shall provide Techspert with any passwords or keys (virtual or otherwise) that Techspert requires to provide Products and Services.
- 7) **WARRANTIES.** Techspert warrants that its technicians have the requisite qualifications and experience to provide the Services. **TECHSPERT MAKES NO OTHER SERVICE OR PRODUCT WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY.** Techspert's liability, and Client's sole and exclusive remedy, for a breach of this warranty shall be to terminate the Addendum pursuant to a written notice after providing Techspert notice of such breach in writing and a reasonable period of time of at least 30 days to cure such breach. The foregoing remedy shall not be available if Client fails to provide a written notice of such breach within 30 days after delivery of the services to Client. It shall not be an Techspert breach if Client, its contractors, or agents modified any Techspert Products or Services except as authorized by Techspert in writing.
- 8) **LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY ADDENDUM, INCLUDING ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO TECHSPERT FOR THE SERVICES (BUT NOT PRODUCTS) DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL NOT APPLY TO CLAIMS MADE WITHIN THE AVAILABLE COVERAGES OF TECHSPERT'S PROFESSIONAL LIABILITY INSURANCE. Techspert shall not be liable for delay in performance or nonperformance of any term or condition of this MSA directly or indirectly resulting from lack of full and free access to System or Premises. THIS LIMITATION OF LIABILITY REPRESENTS A BARGAINED FOR EXCHANGE AND IS A MATERIAL COMPONENT TO THE CALCULATION OF FEES BY TECHSPERT. NOTWITHSTANDING FOREGOING, TECHSPERT SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH WERE CAUSED OR WOULD HAVE BEEN PREVENTED BY PRODUCTS OR SOFTWARE OFFERED TO CLIENT BY TECHSPERT FOR WHICH CLIENT DECLINED OR DELAYED OR FOR THE INTENTIONAL CRIMINAL ACTS OF THIRD PARTIES.
- 9) **LIABILITY ALLOCATION AND CLIENT RESPONSIBILITY.** Each party shall be solely responsible for any and all loss, damage, cost, expense, or liability, including reasonable attorneys' fees (collectively, "Damages"), that arise from or are related to the negligent acts, negligent omissions, or intentional wrongful misconduct of that party, its employees, or subcontractors. Client acknowledges and agrees that Techspert shall not be liable for any Damages arising from or related to: (i) Client's failure to maintain proper software licenses or comply with applicable laws; (ii) unauthorized modifications to the System or Products by Client or its agents; (iii) Client's failure to implement security measures or products recommended by Techspert; or (iv) intentional criminal acts or wrongful misconduct of third parties not under Techspert's control. Techspert's liability for Services provided under this MSA or any Addendum shall be limited as set forth in Section 8 (Limitations of Liability). This allocation of responsibility represents a bargained-for exchange and is a material component of the fees calculated by Techspert.
- 10) **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.** Client shall be responsible for software licenses for software installed on the System and warrants Client is authorized to use all software installed or stored on the System and, upon request will provide evidence of licenses to Techspert. Techspert shall not be required to provide Services for any portion of the System on which unlicensed software is installed. Each party owns and retains all intellectual property rights in and to its works of authorship, plans, software, or software modifications which may not be distributed or sold by the other in any form or manner. Client may use and



modify any intellectual property provided to Client by Techspert pursuant to this MSA, provided Client (i) does not infringe upon the intellectual property rights of any third party, (ii) does not reverse engineer Techspert's intellectual property, and (iii) does not negatively impact the security or integrity of any of Techspert's equipment, or Techspert's provision of Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the earlier of the termination of an applicable Addendum or this MSA.

#### 11) TERMINATION.

- a) **Cause.** Either party may terminate an Addendum for a material breach of the performance obligations hereunder ("Cause") by first providing the other party thirty (30) days' written notice setting forth the basis for such proposed Cause and an opportunity to cure. If the basis of the Cause is not remedied within the thirty-day written notice period, the particular Addendum for which the Cause existed may be terminated by the nonbreaching party. Techspert may, in addition to any other remedy, terminate or suspend Products or Services if Client fails to make timely payment within 15 days of written notice. A reactivation fee equal to the greater of ten percent (10%) of the fees associated with the Addendum applicable or the actual costs reasonably incurred by Techspert in restoring Services shall be paid by Client. **TECHSPERT SHALL HAVE NO LIABILITY FOR ANY SUSPENSION OF SERVICES BASED ON CLIENT'S FINANCIAL BREACH.**
- b) **Equipment Removal.** Upon termination of an Addendum for any reason, Client shall provide Techspert with access, during normal business hours, to Premises (or any other locations at which Techspert-owned equipment is located) to enable Techspert to remove all Techspert-owned equipment (if any) from Premises.
- c) **Transition.** If Client requests Techspert's assistance to transition to a new service provider and (i) all fees due and owing to Techspert under this MSA are paid by Client, Techspert shall provide such assistance upon Client's payment, in advance, an amount which Techspert estimates is required to facilitate transition assistance at Techspert's then-current hourly rate. Techspert shall reconcile actual charges for transition to new service provider with the prepaid amount described above within thirty (30) days of completion of transition assistance. Techspert shall have no obligation to store or maintain any Client data in Techspert's possession or control for more than fifteen (15) days following the expiration or termination of an applicable Addendum. Techspert shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Techspert's deletion of Client data beyond the time frames described in this Section.
- d) **Early Termination and Reimbursement of Costs.** An Addendum may be terminated early by either party by submitting written notice of the intent to terminate the Addendum to the other party, at least sixty (60) days in advance of the termination date. If the termination is by Client and not for Cause or is by Techspert and resulting from a breach by Client, Client shall pay:
  - i) a termination fee equal to thirty-five percent (35%) of the average fees paid by Client per month over the prior twelve (12) months for each month remaining in the Addendum Term;
  - ii) any unpaid monthly fees due through the termination date of the Addendum; and
  - iii) all amounts for Products, vendor service and equipment commitments made by Techspert to provide Services to Client for (a) the remainder of the Term, or (b) the termination fees required by vendors of Techspert to terminate such commitments, whichever is less. Some vendors, i.e. Microsoft, do not allow early termination of license fees and Client understands and consents to payment of the licenses for the remainder of the license term.

#### 12) CONFIDENTIALITY.

- a) **Defined.** Confidential Information shall mean any and all non-public information provided to Techspert by Client, including but not limited to Client's customer data, personally identifiable information, employee information, customer lists, internal Client documents, and related information. Confidential Information shall not include information that: (i) has become part of the public domain through no act or omission of Techspert, (ii) was developed independently by Techspert, or (iii) is or was lawfully and independently provided to Techspert prior to disclosure by Client, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b) **Use.** Techspert shall keep Client's Confidential Information confidential and shall not use or disclose such information to any third party for any purpose except as needed to perform hereunder. If Techspert is required to disclose the Confidential Information to any third party, then Techspert shall ensure that



such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section.

- c) **Due Care.** Techspert shall exercise the same degree of care with respect to the Confidential Information it receives from Client as Techspert normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases shall be at least a commercially reasonable level of care.
- d) **Compelled Disclosure.** If Techspert is legally compelled by subpoena or similar process to disclose Confidential Information, Techspert shall notify Client in writing so that Client may seek a judicial remedy. Techspert will cooperate, at Client's expense, with Client efforts to obtain judicial relief. Failing Client securing judicial relief, Techspert may disclose, without liability hereunder, that portion of the Confidential Information that it is legally compelled to disclose.
- e) **Techspert information.** Client shall not disclose information provided to Client by Techspert relating to proposals, pricing or deliverables of Techspert to Client.


### 13) MISCELLANEOUS.

- a) **Assignment.** This MSA may not be assigned or transferred without the prior written consent of the other party. This MSA shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Techspert may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.
- b) **Amendment.** No amendment or modification of this MSA or any Addendum shall be valid or binding upon the parties unless such amendment or modification specifically refers to this MSA, is in writing, and is signed by each party.
- c) **Severability.** If any provision hereof or any is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility, or unenforceability so that the remainder of that provision and all remaining provisions of this MSA or any shall be valid and enforceable to the fullest extent permitted by applicable law. Such unenforceability shall not affect any other provision of this MSA, and the MSA shall be construed as if such an unenforceable provision or provisions had never been included in this MSA.
- d) **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this MSA, the temporary or recurring waiver of any term or condition of this MSA, or the granting of an extension of the time for performance, shall not constitute an MSA to waive such terms with respect to any other occurrences.
- e) **Merger.** This MSA, together with Addendums incorporated by the parties into the MSA, sets forth the entire understanding of the parties and supersedes prior agreements related to the Services or Products. Any document that is not expressly and specifically incorporated into this MSA shall act only to provide illustrations or descriptions of Services to be provided and shall not act to modify this MSA or provide binding contractual language between the parties.
- f) **Force Majeure.** Techspert shall not be liable to Client for delays or failures to perform its obligations under this MSA or any Addendum because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, epidemic, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of Techspert.
- g) **Placement Fee.** Client agrees that during the term of this MSA and for a period of one (1) year following the termination of this MSA, Client will pay Techspert the Placement Fee (defined below) for, individually or in conjunction with others, hiring or retaining, directly or indirectly any of Techspert's employees or subcontractors ("Techspert Resource") in order to compensate Techspert for the internal and external costs of recruitment, interviewing, placement expenses, training, certification and other efforts of Techspert relative to such person. "Placement Fee" means fifty percent (50%) percent of that employee or subcontractor's annualized compensation with Techspert (including any bonuses) which shall be due and payable fifteen (15) days following Client's hiring of Techspert Resource.
- h) **Governing Law; Venue.** This MSA shall be governed by, and construed according to, the laws of the State of Ohio. Client hereby irrevocably consents to the exclusive jurisdiction and venue in the state and federal courts of the State of Ohio for any and all claims and causes of action arising from or related to

this MSA. Other than for payment obligations of Client for Products or Services provided pursuant to this MSA or incorporated Addendum, no action or other proceeding of may be commenced by either party more than one (1) year after the date of the breach or event giving rise to the claim; failure to make such a claim within such one (1) year period shall forever bar the claim.

- i) **Cyber Insurance.** Techspert recommends that Client secure cyber insurance covering Client's System with financially sound and reputable insurers. Upon request, Client will provide Techspert with a certificate of insurance from Client's insurer evidencing the insurance coverage. Techspert shall maintain professional liability insurance, including technology errors and omissions and cyber incident response coverages, with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and will provide Client with a certificate of insurance evidencing the insurance coverage.
- j) **No Third-Party Beneficiaries.** The Parties have entered into this MSA solely for their own benefit. They intend no third party to be able to rely upon or enforce this MSA or any part of this MSA.
- k) **Notices.** Generally, notices and communications may be exchanged between the parties by electronic mail ("email"), provided that the emails are sent by the sender to the last known email address of the recipient. Notwithstanding the foregoing, notices relating to a material breach or termination of this MSA or any Addendum, must be sent in writing. Email shall be deemed delivered one (1) business day after the email is sent to the recipient; written notice shall be deemed delivered three (3) business days after such notice is deposited in the United States Mail, first class and return receipt requested, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this MSA, or to such other address(es) as the parties may designate from time to time.
- l) **Independent Contractor.** Each party is an independent contractor of the other, and neither is an employee, partner, or joint venturer of the other. Techspert may subcontract part or all the Services to one or more third parties provided, however that Techspert shall be responsible for, and shall guarantee, all work performed by any Techspert-designated subcontractor as if Techspert performed such work itself. Notwithstanding the foregoing, Techspert shall not delegate or subcontract any Services that are expressly designated as being non-delegable by Client in an Addendum.
- m) **Captions.** All captions, headings, and subheadings in this MSA are included for reference only, and in no way define or otherwise modify the terms of this MSA.

**AGREED AND ACCEPTED:**

<p>Date: <u>4/7/2025</u></p> <p><b>Techspert Data Services, LLC</b></p> <p>By: <u>Adam Sieminski</u></p> <p>Signature: </p> <p>Title: <u>President</u></p>	<p>Client:</p> <p>Date: _____</p> <p>Company: _____</p> <p>By: _____</p> <p>Signature: _____</p> <p>Title: _____</p>
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ORDINANCE NO. 2025- 17

BY: MAYOR SIEMBORSKI

AN ORDINANCE AMENDING SECTION 155.03, WATER DEBT SERVICE FUND, OF THE CODIFIED ORDINANCES OF THE VILLAGE OF GATES MILLS.

WHEREAS, after the payment in full of all debt service charges on bonds, notes and other obligations entered into by the Village in connection with a major water improvement project constructed in or about 1996-1999, and the assessments to benefitted properties no longer appearing on the real estate tax duplicates for several years, there remains an unexpended balance in the Water Service Debt Fund in excess of \$250,000;

WHEREAS, the Village has recently had overall project costs of approximately \$345,000, substantially from its General Fund, for unexpected infrastructure repairs caused by leaks in the water system, which is now over 25 years old -- i.e., in the amount of approximately \$35,000 for a water system-related problem on Mayfield Road in 2023, and in the amount of \$310,000 for emergency repairs to Old Mill Road in 2024, all the while maintaining the unexpended large balance in the Water Debt Service Fund;

WHEREAS, this Council desires to amend the Village's codified ordinance establishing and setting forth the purpose of the Water Debt Service Fund to specify that unexpended monies in the Water Debt Service Fund may be expended for water system operational costs and certain projects in excess of \$25,000 in connection with the maintenance, repair and replacement of the Village water distribution system.

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

Section 1: Village Codified Ordinance Section 155.03 is hereby amended to hereinafter provide as follows:

**"155.03 WATER DEBT SERVICE FUND.**

There is hereby established a fund to be known as the Water Debt Service Fund. The Treasurer shall keep this separate account for monies received from assessments or connection (tap-in) charges, and any expenditures from the Fund shall be used to pay debt service charges on bonds and notes issued by, and to repay other obligations entered into by, the Village, in connection with water improvement projects, including, without limitation, any obligations entered into by the Village with the Ohio Public Works Commission, the Ohio Water Development Authority or any other public body. Any unexpended monies in the Fund that remain after the repayment of debt service charges and other obligations for water improvement projects for which such costs were incurred may be expended for water system operational costs and



**infrastructure projects in excess of \$25,000 in connection with the maintenance, repair and replacement of the water distribution system.”**

Section 2: Section 155.03 of the Codified Ordinances of the Village of Gates Mills as it existed prior to the effective date of this Ordinance is hereby repealed.

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

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED:

\_\_\_\_\_  
Mayor

ORDINANCE NO. 2025-18 (As revised 05/20/2025)

BY: MAYOR SIEMBORSKI

AN ORDINANCE AMENDING CHAPTER 131, COUNCIL, OF THE  
CODIFIED ORDINANCES OF THE VILLAGE OF GATES MILLS.

WHEREAS, this Council desires to provide for virtual public meetings of the Village Council and Council committees for the purpose of accommodating Council members who are not able to attend such meetings in person due to personal reasons related to other employment matters, health or other legitimate reasons;

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

Section 1: Chapter 131, Council, is hereby amended to hereinafter provide as follows:

**“131.01 DEFINITIONS.**

**As used in this chapter, certain terms are defined as follows:**

- (a) "Public body" means the Village Council and Council committees.**
- (b) "Meeting" means any prearranged discussion of the public business of a public body by a majority of its members, at a set time and place, whether the discussion is held in-person or virtually, or both, where formal action is or may be taken.**
- (c) "Formal action" means:**
  - (1) A vote resulting in the enactment, defeat or other disposition of legislation proposed and pending before the public body or other action to be taken by motion;**
  - (2) The adoption of a rule or recommendation as to matters submitted to or considered by the public body as part of its normal or designated functions; or**
  - (3) The approval of appointments by the public body where such approval is required.**
- (d) "Place" means, when referring to a public meeting or hearing, and unless otherwise specified, either a physical (in-person) location, or a virtual location such as an electronic forum used for meetings which is generally accessible by members of the public body and the public through an electronic device, as long as such meeting or hearing is held in compliance with this chapter.**

**131.02 PUBLIC MEETINGS.**

- (a) All meetings of the public bodies shall be open to the public except for executive sessions from which the public is excluded. Nothing herein contained shall mandate that any public body permit public participation in its meetings.**
- (b) Subject to rules established as permitted in this section, meetings and hearings of the public body ~~may shall~~ be held in person with at least the presiding officer of the public body attending in person, and but members may attend meetings and ~~may conduct and attend~~ hearings of the public body, in person, and/or by means of video conference, or any other**

similar electronic technology, or any combination of in-person and electronic technology. Council may establish rules of conduct for the meetings and hearings of such public body, as long as such rules are in compliance with this chapter.

(c) Public access must be provided to all meetings and hearings of the public body. For a meeting held only in-person, the Village is not required to provide a virtual or electronic option for attendance. If no in-person access to the public for a particular meeting or hearing is feasible due to serious health or safety concerns, circumstances or if any member of a public body is permitted to attend, participate and vote at a meeting or hearing by electronic technology, then public access shall be provided to the public by electronic technology during such meeting or hearing.

(d) The Village public body may determine the method of attendance and participation, if permitted, by the public through electronic technology, and such method need not be the same as the method of electronic technology used by a member of the public body to attend, participate and vote at such a meeting. The methods of electronic technology allowing attendance and/or participation by the public may include, but are not limited to, live-streaming by means of the internet, local television, cable television, or public access channels, or by means of any other similar electronic technology. When the public is allowed to attend and/or participate electronically, the public body shall ensure that the public can observe and/or hear the discussions and deliberations of all the members of the public body, whether the member is participating in person or electronically.

(e) Virtual Meetings.

(1) Any resolution, ordinance, rule, decision or other formal action of any kind made or taken during any meeting or hearing conducted entirely or in-part with members attending, participating, and voting by electronic technology shall have the same legal effect as if it had occurred during an in-person meeting or hearing of the public body.

(2) Unless otherwise determined by a rule of Council, members of the public body who attend meetings or hearings by means of teleconference, video conference, or any other similar electronic technology, shall be considered present as if in person at the meeting or hearing, shall be permitted to vote, and shall be counted for purposes of determining whether a quorum is present at the meeting or hearing.

(3) Notice of any meeting or hearing conducted entirely or in-part with members attending, participating, and voting by electronic technology, shall be provided as required by Sections 131.05 and 131.06 of this chapter.

### **131.043 MEETINGS OF COUNCIL.**

(a) Council shall meet have a regular meeting at the Village Town Hall, Village Community House Building, or by means of video conference or any other similar electronic technology on the second third Tuesday of each month at 5:30 p.m. Whenever such meeting date falls on a legal holiday, the meeting shall be held on the following date.

(b) By a majority vote of the members of Council, the date and time of the regular Council meeting set forth in subdivision (a) above, may be changed for a specific future meeting, as deemed necessary by Council.

### **131.024 MEETINGS TO BE OPEN TO THE PUBLIC.**

Unless otherwise provided in these Codified Ordinances, all meetings of Council, Council committees, commissions, boards, citizen advisory committees to Council and other similar public bodies of the Village, shall be held at the Town Hall or any other place that may be designated in the published agenda **and for Council and its committee meetings, also by means of video conference or any other similar electronic technology.**

All meetings of the described public bodies in this section shall be open to the public, unless an executive session is expressly authorized under the applicable provisions of State law. Nothing herein contained shall mandate that any public body permit public participation in such open meetings, unless specifically required by the provisions of the Charter or these Codified Ordinances.

### **131.035 PUBLIC NOTIFICATION.**

(a) Regular Meetings. The time and place of all regular meetings of Council, Council committees, commissions, boards, citizen advisory committees to Council and other similar public bodies of the Village, shall be noted in a calendar of monthly meetings. This calendar shall be posted **publicly in any manner that provides the public with easy and wide access, as determined by the Village Clerk, which may include, but is not limited to, on the internet and social media, and in paper form** at the places specified in Section 133.01.

(b) Special Meetings. Notification of any special meeting of Council, Council committees, commissions, boards, citizen advisory committees to Council and other similar public bodies of the Village, shall be made to any news media **or others** requesting such notification **and done so at least** twenty-four hours prior to the time of such meetings. This notification shall include the time, place and purpose of the special meeting, and such notification **may be made by telephone shall be by electronic mail, or in any other manner that is intended to provide prompt personal notice, including by oral notice delivered directly or by telephone to the person to be notified.**

(c) Emergency Meetings. In the event of an emergency meeting, notice of such emergency meeting shall be communicated to the news media **and others** that have requested notification of the time, place and purpose of the emergency meeting, **which notice shall be by electronic mail, or in any other manner that is intended to provide prompt personal notice, including by oral notice delivered directly or by telephone to the person to be notified.**

### **131.046 PERSONAL NOTIFICATION.**

(a) Any person, organization or group of persons is entitled to mail notice of the calendar of monthly meetings. **Notification shall be by electronic mail, unless notice by regular mail is requested.** To obtain this notice, such persons are required to fill out a form provided by the Clerk of Council for such purpose and provide self-addressed, stamped envelopes for the number of

calendars requested in addition to the regular fee of twenty cents (\$0.20) duplicating cost for the reproduction of documents. **It is the responsibility of the person or entity requesting such notice to maintain a valid electronic mail and/or regular mailing address.**

(b) Any requesting person, organization or group of persons shall receive advance notice of all meetings at which any specific type of public business will be discussed and/or acted upon. **Notification shall be by electronic mail, unless notice by regular mail is requested.** To obtain this notice, such persons are required to fill out a form provided by the Clerk of Council for such purposes, and provide self-addressed, stamped envelopes for the number of notifications requested in addition to the regular fee of twenty cents (\$0.20) duplication cost for the reproduction of documents. **It is the responsibility of the person or entity requesting such notice to maintain a valid electronic mail and/or regular mailing address.**

### **131.057 MINUTES OF MEETINGS.**

(a) Minutes. Minutes of all regular and special meetings of Council, Council committees, commissions, boards, citizen advisory committees, etc., shall promptly be recorded in writing, **on paper or electronically,** and open to the public for inspection. Minutes of executive sessions of public bodies need only reflect the general subject matter of discussion in such executive sessions.

(b) Location of Minute Books. The Clerk of Council shall keep a minute book for each public body. The minute books shall contain the minutes of all meetings of each public body. The public may inspect the minute books at all reasonable times.”

Section 2: Chapter 131 of the Codified Ordinances of the Village of Gates Mills as it existed prior to the effective date of this Ordinance is hereby repealed.

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

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

Passed this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor



RESOLUTION NO. 2025-19

BY MAYOR SIEMBORSKI

A RESOLUTION SUBMITTING THE QUESTION OF THE RENEWAL OF AN EXISTING 3.5 MILL TAX LEVY FOR THE PURPOSE OF CURRENT EXPENSES; AND DECLARING AN EMERGENCY.

WHEREAS, the electors of this Village on November 3, 2020, approved the renewal of a 3.5 mill levy for a period of five (5) years for the purpose of current Village expenses and to be on the 2021 tax duplicate for distribution to the Village in 2022;

WHEREAS, the authority to levy the aforesaid tax expires with the levy heretofore made on the 2025 tax duplicate for distribution to the Village in 2026;

WHEREAS, on April 15, 2025 this Council adopted Resolution No. 2025-15, pursuant to Sections 5705.19(A) and 5705.191 of the Revised Code, declaring it necessary to renew the aforesaid 3.5 mill tax levy for a period of five years for the purpose of current expenses and requesting the County Fiscal Officer to certify the total current tax valuation of the Village and the dollar amount of revenue that would be generated by that renewal levy;

WHEREAS, the County Fiscal Officer has certified that the total current tax valuation of the Village is \$ 280,855,500 and the dollar amount of revenue that would be generated by the renewal of that 3.5 mill levy would be \$616,000 annually during the life of the levy, assuming that the total current tax valuation remains the same throughout the life of the levy;

WHEREAS, this Council finds it necessary to proceed to renew said 3.5 mill levy in accordance with Revised Code Sections 5705.19(A) and 5705.191 in order to continue receiving such revenue without interruption.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Gates Mills, Cuyahoga County, State of Ohio, not less than two-thirds of all the members thereof concurring, that:

SECTION 1. It is found, determined and declared that the amount of taxes that may be raised by the Village of Gates Mills, Cuyahoga County, State of Ohio, within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of this Village, and it is necessary to levy a tax in excess of that limitation at the rate of 3.5 mills for a period of five years for the purpose of funding current Village expenses.

SECTION 2. The renewal levy shall be 3.5 mills for each dollar of taxable value, same as the current rate, which amounts to \$66.00 for each \$100,000 of the County Fiscal Officer's appraised value and the County Fiscal Officer estimates it will collect \$616,000 annually; said renewal levy shall be levied upon the entire territory of the Village, which is located solely in Cuyahoga County, for a period of five (5) years, commencing in tax year 2026, with the first collection in calendar year 2027.

SECTION 3. The question of the renewal of the 3.5 mill tax levy for the purpose of funding current Village expenses for five years, beginning with the tax list and duplicate for the year 2026, the proceeds of which levy first would be available to this Village in the calendar year 2027, shall be submitted under the provisions of Ohio Revised Code Sections 5705.19(A) and 5705.191 to the electors of the Village of Gates Mills at the election to be held therein on November 4, 2025, as authorized by law. Said election shall be held at the regular places of voting in said Village as

established by the Board of Elections of Cuyahoga County, Ohio, or otherwise, within the time provided by law and shall be conducted, canvassed and certified in the manner provided by law.

SECTION 4. A majority affirmative vote of those electors voting upon the ballot question set forth in Sections 2 and 3 of this Resolution shall be sufficient for its passage.

SECTION 5. The form of ballot to be cast at such election on the question of such tax shall be substantially as follows:

**Proposed Tax Levy  
(Renewal)  
Village of Gates Mills**

**A majority affirmative vote is necessary for passage.**

A renewal of a tax for the benefit of the Village of Gates Mills for the purpose of current expenses at a rate not exceeding 3.5 mills for each one dollar of valuation, which amounts to \$66.00 for each \$100,000.00 of valuation, for five years, commencing in 2026, first due in calendar year 2027.

	<b>For the Tax Levy</b>
	<b>Against the Tax Levy</b>

SECTION 6. The Clerk is authorized and directed to certify to the Cuyahoga County Board of Elections not later than the Board's business hours on August 6, 2025: (i) a certified copy of Resolution No. 2025-15; (ii) the certification by the County Fiscal Officer as to the total current tax valuation of the Village and the dollar amount of revenue that would be generated by the renewal of that 3.5 mill levy; and (iii) a certified copy of this Resolution. This Council requests that the Board of Elections give notice of the election and prepare the necessary ballots and supplies for the election in accordance with law.

SECTION 7. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SECTION 8. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in that it is necessary that it become effective immediately in order to permit necessary arrangements to be made in sufficient time for the aforesaid election and for the timely certification to and filing of this Resolution with the Board of

Elections; wherefore, this Resolution shall go into effect immediately upon its adoption and approval by the Mayor.

Adopted the \_\_\_\_ day of \_\_\_\_, 2025.

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President of Council

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED:

\_\_\_\_\_  
Mayor

RESOLUTION NO. 2025 – 20

BY COUNCILMEMBER TURNER

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SUBCONTRACTOR AGREEMENT WITH CHAGRIN RIVER WATERSHED PARTNERS, INC. (“CRWP”) FOR A PROJECT TO REMOVE THE REMNANTS OF A DAM ON THE CHAGRIN RIVER TO BE FUNDED BY A GRANT FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES (“ODNR”) TO CRWP.

WHEREAS, the Village has been approached by CRWP to subcontract with it for a project to remove the remnants of a dam on the Chagrin River in the Village (the “Project”) and involving property owned by the Village on the west side of the River, which project will be totally funded by an H2Ohio Grant from ODNR;

WHEREAS, CRWP will directly enter into the Grant agreement with ODNR and the Village will be a subcontractor to CWRP to provide the following services for an amount to be reimbursed from the Grant funds of up to \$10,000 for:

1. Legal review of all agreements and legal documents associated with the Project to be entered into by the Village; and
2. Engineering oversight and approval by the Village Engineer in cooperation and collaboration with CRWP to include but not limited to the following:
  - a. Development of a request for proposals and specifications for a design-build project;
  - b. Meeting with and reviewing the Project with potential bidders/proposers;
  - c. Reviewing and recommending the design-build team; and
  - d. Construction inspection.

WHEREAS, based on the foregoing description, this Council desires to have the Village enter into a subcontractor agreement with CRWP for the Project;

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

Section 1. The Mayor is authorized to enter into a subcontractor agreement with CWRP to perform legal and engineering services for the Project up to the reimbursement amount of \$10,000.00.

Section 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal



action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

Passed the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED:

\_\_\_\_\_  
Mayor

RESOLUTION NO. 2025-21

BY MAYOR SIEMBORSKI

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A  
CONTRACTUAL AGREEMENT WITH THE CITY OF SOLON FOR JAIL SERVICES FOR  
VILLAGE OF GATES  
MILLS PRISONERS AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Gates Mills does not have facilities to incarcerate accused and convicted misdemeanor offenders and the Village has a critical need for access to jail facilities for such accused and misdemeanor offenders;

WHEREAS, the Village presently has a contract with the Geauga County Board of Commissioners for jail services but those services are often unavailable to the Village;

WHEREAS, it is accordingly necessary to immediately locate an alternate jail facility;

WHEREAS, the City of Solon has full-service jail facilities available by contract to other municipalities at a per diem cost that is reasonable.

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

Section 1. The Mayor is authorized to execute a contractual agreement with the City of Solon at a cost of Two Hundred Twenty-Five Dollars (\$225.00) per day per prisoner, plus additional lesser costs for certain miscellaneous services at the request of the Village, and under such other terms as determined by the Mayor and authorized as to legal form by the Law Director.

Section 2. The actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings held in compliance with all legal requirements.

Section 3. This Resolution is declared to be an emergency measure, which is immediately necessary for the public peace, health, safety, and welfare; such necessity existing for the further reason that it is necessary for the Village to have jail space for arrestees and where the Municipal Court may sentence convicted misdemeanants from the Village of Gates Mills; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, 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.

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President of Council

ATTEST:

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Clerk

APPROVED:

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Mayor

**ORDINANCE NO. 2025 – 22**

**BY MAYOR SIEMBORSKI**

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

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

SECTION 2. That the appropriation from the General Fund to the Police Department Other Expenses be increased by \$22,000.

SECTION 3. That the appropriation from the General Fund to the Service Department Other Expenses be increased by \$39,000.

SECTION 4. This Ordinance is hereby declared to be an emergency ordinance necessary for the immediate preservation of the public health, safety, convenience and welfare for reasons apparent from the contents of said ordinance and therefore this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
Clerk

APPROVED:

\_\_\_\_\_  
Mayor



**RESOLUTION NO. 2025-23**

**BY MAYOR SIEMBORSKI**

**A RESOLUTION AUTHORIZING ADDITIONAL FEES TO BE PAID TO THE LAW  
FIRM OF TAFT STETTINIUS & HOLLISTER LLP FOR SPECIAL LEGAL  
SERVICES; AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to Resolution No. 2024-40, adopted by this Council on October 15, 2024, this Council authorized the Mayor to enter into an engagement letter agreement on behalf of the Village with the law firm of Taft Stettinius & Hollister LLP ("Taft") to provide special legal services to negotiate, review, and draft a services agreement with a broadband services provider;

WHEREAS, the agreement with Taft and Resolution No. 2024-40 authorized the fees to be paid for Taft's LEGAL services to not exceed \$25,000.00 but through March 31, 2025, its fees on an hourly basis were invoiced to the Village for \$35,963.00;

WHEREAS, the Mayor and this Council wish to approve the additional fees for legal work that was provided and was appropriate under the circumstances;

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

SECTION 1: The limitation on fees for legal services from Taft in the engagement letter agreement originally authorized by this Council in Resolution No. 2024-40 is hereby authorized to be increased by an additional \$11,000.00 to an amount not to exceed \$36,000.00 and the Mayor is authorized to cause payment to be made for the outstanding invoices of Taft.

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 furtherance of the general welfare of the Village in order to timely meet its financial obligations; 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