

**VILLAGE OF GATES MILLS
SPECIAL COUNCIL MEETING AGENDA
JUNE 29, 2023
5:30 p.m.**

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

1. Roll call.
2. Comments from the audience regarding agenda items only.
3. **Resolution No. 2023-19** (Second Reading). Schneider.
A Resolution Authorizing An Emergency Services Agreement with Mayfield Village for the Provision of Emergency Medical Services.
4. **Resolution No. 2023-20** (Second Reading). Steinbrink.
A Resolution Authorizing the Mayor to Enter into a Fifth One-Year Extension of an Agreement for the Provision of School Resource Officer Services with the Mayfield City School District and Declaring an Emergency.
5. **Resolution No. 2023-21** (Second Reading). AuWerter.
A Resolution Expressing the Intent of the Village of Gates Mills in 2023 to Sell by Internet Auction Personal Property, Including Motor Vehicles and Other Property Referenced in Ohio Revised Code §721.15 Which is No Longer Needed for Public Use or is Obsolete or Unfit for the Use for Which It Was Acquired; Authorizing GOVDEALS.COM, INC. to Perform the Sales; and Authorizing the Sale of Specific Personal Property by Internet Auction.
6. **Resolution No. 2023-22** (Second Reading). AuWerter.
A Resolution Awarding a Contract for the Repair and Resurfacing of Various Public Roads in 2023; and Declaring an Emergency.
7. Adjourn.

Proposed Ordinances and Resolutions on the Agenda may be obtained by calling Village Hall, 440-423-4405.

RESOLUTION NO. 2023- 19

BY MAYOR SCHNEIDER

A RESOLUTION AUTHORIZING AN EMERGENCY SERVICES AGREEMENT WITH MAYFIELD VILLAGE FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES.

WHEREAS, pursuant to this Council’s Resolution No. 2020-35, the Village entered an “Agreement” with Mayfield Village for the provision of emergency medical and ambulance services (“EMS”) to the Village of Gates Mills – the “Previous EMS Agreement”;

WHEREAS, the Previous EMS Agreement is set to expire on December 31, 2023;

WHEREAS, the Mayor and Fire Chief have reviewed a proposed new EMS agreement with Mayfield Village and recommend its authorization by Council;

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

SECTION 1. The Mayor and the Clerk are authorized to execute a new EMS agreement with Mayfield Village in the form as set forth in the “Emergency Services Agreement” attached hereto as Exhibit 1 and fully incorporated herein by reference.

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 of any of its committees that resulted in such formal action, were in meetings including Section 121.22 of the Ohio Revised Code.

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

Passed the ____ day of _____, 2023.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

EXHIBIT 1

EMERGENCY SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2023 by and between MAYFIELD VILLAGE, an Ohio municipal corporation located at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143, (hereinafter “Mayfield Village”), in accordance with Resolution No. 2023-___, passed by the Council of Mayfield Village on _____, 2023, and the VILLAGE OF GATES MILLS, an Ohio municipal corporation located at 1470 Chagrin River Road, Gates Mills, Ohio 44040, (hereinafter “Gates Mills”), in accordance with Resolution No. 2023-___, passed by the Council of Gates Mills on _____, 2023.

WHEREAS, Mayfield Village and Gates Mills (the “Parties”) are both municipal corporations established pursuant to the Constitution and the laws of the State of Ohio; and

WHEREAS, Section 9.60 of the Ohio Revised Code provides that municipal corporations may contract with each other for fire protection services, including but not limited to ambulance and emergency medical service; and

WHEREAS, since 2009, the Parties have contracted for Mayfield Village to provide ambulance and EMS services to Gates Mills; and

WHEREAS, in 2020, the Parties entered into an agreement whereby Mayfield Village agreed to provide ambulance and EMS services to Gates Mills for calendar years 2021, 2022 and 2023; and

WHEREAS, the Parties have determined that it is in their best interests to continue their agreement regarding ambulance and emergency medical services and have negotiated updated terms therefor; and

WHEREAS, prior to the expiration of that agreement on December 31, 2023, the Parties wish to enter into a subsequent agreement for an additional five (5) years, covering the period from January 1, 2024 through December 31, 2028; and

WHEREAS, the Parties wish to set forth the terms of said Agreement herein.

NOW, THEREFORE, it is agreed between the Parties as follows:

1. The term of this Agreement shall be for a period of five (5) years commencing January 1, 2024 through December 31, 2028. Either party hereto may terminate this Agreement by giving a twelve (12) month written notice to the other party of its intention to terminate the Agreement.
2. Mayfield Village shall furnish emergency medical services to Gates Mills on a twenty-four (24) hour-a-day basis in accordance with the Ohio Department of Public Health and

Safety, Division of Emergency Medical Services regulations, and following the guidelines set forth in Exhibit A, attached hereto and incorporated herein.

3. In consideration of Mayfield Village providing emergency services to Gates Mills, Gates Mills agrees to the following payment terms:

(a) Beginning January 1, 2024, the sum of Two Thousand One Hundred Eighty-Five Dollars (\$2,185.00) per ambulance run. This run-charge will apply whether or not the run results in patient transport to a hospital. There will be no charge for calls cancelled prior to emergency personnel leaving the Fire Station, however, a Three Hundred Dollar (\$300.00) charge will apply to calls cancelled once emergency personnel are in route.

(b) If more than one patient is transported by Mayfield Village as the result of an ambulance run, an additional Two Thousand One Hundred Eighty-Five Dollar (\$2,185.00) charge per additional patient transport will apply.

(c) The cost per ambulance run will increase by three percent (3%) in each year of the Agreement, as follows: In 2025, the cost per run will be \$2,250.55; in 2026, the cost per run will be \$2,318.07; in 2027, the cost per run will be \$2,387.61; and in 2028, the cost per run will be \$2,459.24.

(d) The sum of Three Hundred Dollars (\$300.00) will be charged for any additional individuals who waive transport and sign a release.

(e) The purchase of additional or replacement equipment or other capital expenditures will be contributed to by Gates Mills based upon their proportionate share, the details of which will be discussed at the time they are needed.

(f) Gates Mills agrees and is obligated to pay Mayfield Village for all services rendered under this Agreement, on a quarterly basis, within ninety (90) days after invoice is received.

4. Mayfield Village, through its agreement with Life Force, shall bill for ambulance services provided to Gates Mills residents and for ambulance services provided within Gates Mills to non-Gates Mills residents. All funds will come to Mayfield Village under the Life Force Agreement and no actual funds will be delivered to Gates Mills. Mayfield Village shall issue a credit to Gates Mills for monies owed reflecting payments received by Mayfield Village from Life Force. The credit issued to Gates Mills by Mayfield Village will be net of any administrative fee paid by Mayfield Village to Life Force for services rendered under the Billing Services Agreement for collection on Gates Mills runs.

5. Mayfield Village shall maintain the insurance hereinafter described in force and effect during the term of this Agreement. Such insurance shall protect Mayfield Village from liability and claims for damages for bodily injury, including wrongful death, and for damaged property caused by any action of Mayfield Village, its agents, servants or employees, arising out of the performance of its duties under this Agreement and shall consist of the following:

(a) Comprehensive Automobile Liability Insurance:

- Bodily Injury and Property Damage - \$1,000,000 Combined Single Limit;
- Medical Payments Liability Limits of \$5,000 Each Person; and
- Uninsured Motorists Insurance Bodily Injury Limits of \$1,000,000 Each Person and \$1,000,000 Each Occurrence. Uninsured Motorists - \$100,000 Limit Each Accident/Underinsured Motorists - \$100,000 Limit Each Accident.

(b) Comprehensive General Liability Insurance, including Professional Liability Medical Malpractice Insurance:

- Bodily Injury Liability Limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate; and
- Completed Operations Liability Limit of \$2,000,000 General Aggregate.

(c) Errors and Omissions Liability Insurance of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate.

(d) Blanket Catastrophe Excess Liability (Umbrella Insurance) (Umbrella Policy to be in excess/following form over a & b above) of \$3,000,000 Each Occurrence and \$3,000,000 Annual Aggregate.

(e) Certificate of Premium Payment from the State of Ohio – The Industrial Commission and Bureau of Workers' Compensation.

(f) All Insurance carriers shall be reputable and licensed to do business in the State of Ohio, and shall provide certification of Incorporation in accordance with the provisions of Section 3941.02 Revised Code of Ohio.

Mayfield Village will furnish Gates Mills with a Certificate of Insurance evidencing coverage in compliance with the requirements hereof. Gates Mills shall be named as an additional Insured in all required insurance coverage, and shall be provided, in advance with thirty (30) days written notice of any cancellation or material change of coverage.

6. Gates Mills expressly waives any right, claim, demand or cause of action it may now have, or have in the future, against Mayfield Village, and/or any of its officers, employees or agents, which arise or may arise, from the performance of the services under this Agreement by Mayfield Village, its officers, employees or agents.

IN WITNESS WHEREOF, the parties have set their hands upon this Agreement as of the date and year first set forth above which shall be the effective date of the Agreement.

MAYFIELD VILLAGE

By: _____
Brenda T. Bodnar, Mayor

Stephen Schutt, Council President

Approved as to legal form:

Diane A. Calta, Director of Law

VILLAGE OF GATES MILLS

By: _____
Karen Schneider, Mayor

Beth DeCapite, Clerk

Approved as to legal form:

R. Todd Hunt, Director of Law

Exhibit A

Guidelines for Provision of Emergency Medical Services

Mayfield Village will strive to respond to calls for emergency service in Gates Mills in the same manner and with the same efficiency as calls to assist Mayfield Village residents. The following guidelines indicate best practices in specific situations:

1. The Mayfield Village Fire Department will respond to a Gates Mills medical emergency with a minimum of two (2) personnel, an advanced life support ambulance and, if available, a chase vehicle.
2. For injury traffic accidents, the Mayfield Village Fire Department will also respond a Rescue Pumper if available.
3. Paramedic ambulances will attempt to arrive on the scene within 12 minutes from the time the call is received by the Mayfield Village Fire Department Station. The 12-minute response time is based upon the furthest point in the Village (area along County Line Road and the southeast Geauga County line). *Severe weather conditions will play a factor in response times which may result in a response time of greater than 12 minutes.*
4. Mayfield Village will provide the latest in emergency medical services (EMS) to the residents of Gates Mills.
5. Mayfield Village will strive to achieve the following benchmarks:
 - Hold trauma scene times to under 20 minutes 90% of the time.
 - Hold heart attack scene times to under 25 minutes 90% of the time.
 - Hold stroke (CVA) scene times to under 15 minutes 90% of the time.
6. Mayfield Village will provide for “back-up” or for additional emergency medical services when Mayfield Village Fire Department is unavailable. *It is understood by both parties that response times for additional resources may be greater than 12 minutes.*
7. During EMS and/or injury traffic accidents, Mayfield Village Fire Department personnel will provide the Incident Commander (IC) and utilize the Incident Command System per current National Fire Protection Association (NFPA) standards. Upon the arrival of Gates Mills Fire Department personnel and at the discretion and request of the Mayfield Village

IC, Incident Command shall be transferred to Gates Mills Fire Department to assume as the Authority Having Jurisdiction.

8. Gates Mills Fire Department personnel will function in a support role within the Incident Command System during injury traffic accidents or when requested to respond to EMS incidents by the Mayfield Village Fire Department IC. In the event that Incident Command is transferred as described above, Mayfield Village Fire Department personnel will function in a support role within the Incident Command System for the duration of the incident.
9. A summary of EMS responses to Gates Mills Village shall be sent to the Gates Mills Fire Chief monthly. This copy will conform to Health Insurance Portability and Accountability Act (HIPAA) regulations with appropriate information redacted. Included in this report shall be:
 - a. Call number
 - b. Name of each person receiving services
 - c. Location of the emergency call
 - d. Date of the emergency call
 - e. Brief description of the call (i.e. ambulance, release, or other)
10. Mayfield Village will host continuing medical education for Mayfield Village Paramedics, EMT's, and Gates Mills Fire Department personnel who wish to attend continuing medical education training.
11. Mayfield Village will review all medical records for compliance with medical protocols and procedures.
12. Mayfield Village will monitor EMS system around the country for trends and make recommendations for improving standards.
13. Mayfield Village will work with medical control (Hillcrest Hospital) for quality assurance of patients.
14. Currently, both the Mayfield Village Fire Department and the Gates Mills Fire Department are under Cleveland Clinic/Hillcrest Hospital medical control. If either party changes their medical control or medical director the other party shall be notified in writing within thirty (30) days of such change.

15. Requests for emergency medical services to Gates Mills are received by the Chagrin Valley Dispatch Center. This information is then directed to Mayfield Village Fire Department Dispatchers via telephone or public safety radio.

16. Requests for emergency medical services due to injuries caused by a traffic accident will be directed to the Mayfield Village Fire Department Dispatchers via telephone or public safety radio first and then to Gates Mills Fire Department to assure the most rapid EMS response.

RESOLUTION NO. 2023-20

BY COUNCILMEMBER STEINBRINK

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FIFTH ONE-YEAR EXTENSION OF AN AGREEMENT FOR THE PROVISION OF SCHOOL RESOURCE OFFICER SERVICES WITH THE MAYFIELD CITY SCHOOL DISTRICT AND DECLARING AN EMERGENCY.

WHEREAS, after substantial discussion and negotiation in 2018 between Village officials and representatives of the Mayfield City School District (“School District”) regarding the provision of a Village police officer to serve as a “School Resource Officer” (“SRO”) in the School District’s student facilities located in the Village of Gates Mills – i.e., Gates Mills Elementary School and the Gates Mill Environmental Education Center – for the safety and security of the students, staff and the facilities, an agreement for SRO service was entered into by those parties pursuant to Resolution No. 2018-28, which after a successful year of the provision of SRO services, the agreement was extended each school year thereafter by Council Resolutions, the most recent Resolution being No. 2022-21 for the school year 2022-2023 which will expire on July 31, 2023;

WHEREAS, after another successful school year in 2022-2023 in which the SRO services were provided to the satisfaction of both parties to the agreement for those services, this Council determines that it is in the best interests of the citizens of Gates Mills, its children, the Village government, the School District, and the students and staff of the entire School District to continue to provide for the SRO services for the upcoming school year 2023-2024;

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

SECTION 1. The Mayor is authorized to enter into a “Fifth Extension Agreement of Agreement for the Provision of School Resource Officer Services” with the Mayfield City School District in substantially the same form as the copy of which that is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this Resolution that resulted in formal action were in meetings open to the public as required by law.

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 of furthering the safety and security of School District students, staff and facilities at the earliest time possible; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed to it, 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 June, 2023.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

EXHIBIT "A"

FIFTH EXTENSION AGREEMENT

OF

AGREEMENT FOR THE PROVISION OF SCHOOL RESOURCE

OFFICER SERVICES

WHEREAS, pursuant to Resolution No. 2018-28, on or about August 1, 2018, the Mayfield City School District (the "Mayfield Schools") and the Village of Gates Mills ("Village") entered into an agreement entitled "Agreement for the Provision of School Resource Officer Services", and the term of that Agreement provided that the Agreement expire on July 31, 2019 (the "Original Agreement");

WHEREAS, pursuant to Resolution No. 2019-22, the Village authorized an extension of the Original Agreement (the "First Extension") which was entered into with the Mayfield Schools and expired on July 31, 2020; a "Second Extension Agreement" to the Original Agreement was authorized by Village Council Resolution No. 2020-29, a "Third Extension Agreement" to the Original Agreement was authorized by Village Council Resolution No. 2021-26, and a "Fourth Extension Agreement" to the Original Agreement was authorized by Village Council Resolution No. 2022-21 and will expire on July 31, 2023;

WHEREAS, the safety and security of students, faculty, administration, and staff at the Mayfield Schools' Gates Mills Elementary and Gates Mills Environmental Education Center (collectively "Schools" and each as a "School") continues to be of paramount interest and concern to the Parties;

WHEREAS, the Parties desire to continue to work together to increase safety at the Schools, at School events, and generally in the Village through the continued provision of School Resource Officer Services ("Services") provided by a "School Resource Officer" ("SRO"); the provision of Services by a SRO is referred to in the Original Agreement as the "Program"; and

WHEREAS, through this "Fifth Extension Agreement", the Parties desire to extend the term of the Original Agreement to continue the Program for a sixth school year.

NOW, THEREFORE, in consideration of the mutual promises, terms, conditions, and covenants set forth in the Original Agreement, the terms of which are being extended for an additional one-year term through this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

1. The terms of the Original Agreement are not amended or revised and shall remain in full force and effect, except as explicitly provided herein, and in the event of a conflict between any provision of this Fifth Extension Agreement and the Original Agreement, the provisions of this Fifth Extension Agreement shall prevail.

2. Pursuant to Section II. C. of the Original Agreement, the term of the Original Agreement shall be extended through July 31, 2024.

3. The SRO Work Assignment Schedule for the School Year 2023-2024 is attached hereto and incorporated by reference herein as "Schedule A".

The Parties hereto have executed this Agreement in duplicate originals.

VILLAGE OF GATES MILLS

MAYFIELD CITY SCHOOL DISTRICT

By: _____
Karen E. Schneider, Mayor

By: _____
Dr. Michael J. Barnes, Superintendent

Date

Date

Approved as to legal form and correctness.

R. Todd Hunt, Law Director
Village of Gates Mills

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of the Village of Gates Mills, I certify that as of the date of execution of the within Fifth Extension Agreement, the amount required to satisfy payment under this Agreement has been fully appropriated, or authorized or directed for such purpose and is in the treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Date: _____, 2023

By: _____

Print Name: _____

Title: _____

SCHEDULE A

**MAYFIELD CITY SCHOOLS
SCHOOL RESOURCE OFFICER
ASSIGNMENT SCHEDULE
FOR THE 2023-24 SCHOOL YEAR**

Month	Dates	# of work days in Month
August-2023	21, 22, 23, 24, 25, 28, 29, 30, 31	9
September-2023	1, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 26, 27, 28, 29	19
October-2023	2, 3, 4, 5, 6, 9, 10, 11, 12, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 30, 31	21
November 2023	1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 27, 28, 29, 30	19
December 2023	1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21	15
January 2024	8, 9, 10, 11, 12, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31	17
February 2024	1, 2, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 20, 21, 22, 23, 26, 27, 28, 29	20
March 2024	1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22	16
April 2024	2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30	21
May 2024	1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 28, 29, 30, 31	22
June 2024	3, 4, 5, 6, 7	5

TOTAL: 184

In addition, the SRO will be asked to attend the Parent Teacher Conference held at his or her building pursuant to the tentative date listed below. The date will be confirmed with the SRO by the Building Administrator.

Elementary Schools: November 2, 2023: 3:00-9:00pm

Middle School: November 2, 2023: 3:00-9:00pm

High School: October 12, 2023: 3:00-9:00pm

RESOLUTION NO. 2023-21

BY COUNCILMEMBER AUWERTER

A RESOLUTION EXPRESSING THE INTENT OF THE VILLAGE OF GATES MILLS IN 2023 TO SELL BY INTERNET AUCTION PERSONAL PROPERTY, INCLUDING MOTOR VEHICLES AND OTHER PROPERTY REFERENCED IN OHIO REVISED CODE §721.15 WHICH IS NO LONGER NEEDED FOR PUBLIC USE OR IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED; AUTHORIZING GOVDEALS.COM, INC. TO PERFORM THE SALES; AND AUTHORIZING THE SALE OF SPECIFIC PERSONAL PROPERTY BY INTERNET AUCTION.

WHEREAS, Ohio Revised Code §721.15 authorizes this Council on an annual basis to adopt a resolution to authorize the sale by internet auction of personal property owned by the City, including motor vehicles, and other personal property equipment referenced in §721.15 which are no longer needed for public use or obsolete or unfit for the use for which they were acquired;

WHEREAS, this Council wishes to again adopt such an annual Resolution expressing its intent to sell such unneeded, obsolete and unfit property by internet auction;

WHEREAS, this Council wishes to authorize an agreement with GovDeals.com, Inc. to conduct such internet auctions;

WHEREAS, this Council wishes to authorize the Village Clerk to advertise in a newspaper of general circulation a notice of intent to sell unneeded, obsolete or unfit municipal personal property by internet auction;

WHEREAS, this Council further wishes to authorize the Village Clerk to post notice of the intent to sell unneeded, obsolete or unfit municipal personal property on the Village's website throughout the year 2023, as needed;

WHEREAS, at this time, this Council also wishes to authorize the sale of:

- 2007 Sterling plow truck with salt spreader and 11-foot front mounted snowplow;
- John Deere riding lawn tractor with mower deck and front mounted snow blower; and
- Bluebird leaf vacuum lawn trailer;

each of which is no longer needed for public use and/or obsolete or unfit for the use for which it was acquired.

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

SECTION 1. This Council adopts this Resolution for the purpose of expressing its intent to sell unneeded, obsolete or unfit personal property by internet auctions in 2023.

SECTION 2. The internet auctions shall be conducted by GovDeals.com, Inc.

SECTION 3. Pursuant to Ohio Revised Code §721.15, the number of days for bidding on any property shall be no less than fifteen (15) days.

SECTION 4. Pursuant to Ohio Revised Code §721.15, the Village Clerk is authorized and directed to cause the publication of notice of this Resolution in a newspaper of general circulation in the Village.

SECTION 5. This Council further authorizes and directs the Village Clerk to cause the publication of a notice of this Resolution on the Village’s website during the year 2023.

SECTION 6. The Village’s 2007 Sterling plow truck with salt spreader and 11-foot front mounted snowplow, John Deere riding lawn tractor with mower deck and front mounted slow blower, and Bluebird leaf vacuum lawn trailer are hereby determined to be no longer needed for public use, and/or obsolete or unfit for the use for which they were acquired and may be sold by the internet auction procedure established by this Resolution.

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 any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 8. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed the _____ day of _____, 2023.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

RESOLUTION NO. 2023- 22

BY COUNCILMEMBER AUWERTER

**A RESOLUTION AWARDING A CONTRACT FOR THE
REPAIR AND RESURFACING OF VARIOUS PUBLIC ROADS IN 2023;
AND DECLARING AN EMERGENCY**

WHEREAS, pursuant to public advertisement, public competitive bids were received by the Village on May 12, 2023, for a contract for the “2023 Repair and Resurfacing of Various Roads Project” (the “Project”) in the Village, and the specified contract includes eight (8) separate Sections of road repair and resurfacing work;

WHEREAS, as recommended by the Village Engineer, Cole-Burton Contractors, LLC, submitted the lowest and best bid for the overall Project of the five entities that bid on the Project;

WHEREAS, this Council believes it is in the best interest of the Village to award all eight (8) Sections of the Project to Cole-Burton Contractors, LLC,. as having the lowest and best bid but reserving the Village’s option to determine whether to include Section 7 in the contract work, which Section 7 includes paving of Village-owned drive and parking areas in the vicinity of the Village Hall, Community House, Service Department building, and Post Office;

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

SECTION 1: This Council accepts the bid of Cole-Burton Contractors, LLC, as being the lowest and best bid as follows:

Sections 1, 2, 3, 4, 5, 6, 7, & 8 (and a partial award of \$39,945.00 for contingency section) for a total amount Not To Exceed \$750,000.00; or

Sections 1, 2, 3, 4, 5, 6, & 8 (partial award of \$39,945.00 for contingency section) for a total amount Not To Exceed \$688,972.50;

and authorizes the Mayor to enter into a contract for construction of those Sections of the Project with Cole-Burton Contractors, LLC, in an amount not to exceed \$750,000.00.

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

SECTION 3: This Resolution is declared to be an emergency measure necessary for the immediate protection of the public health, safety and welfare and for the further reason that it is necessary in order to complete the Repair and Resurfacing of Various Roads Project at the earliest possible time for the safety of the motoring public; 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 _____, 2023.

President of Council

ATTEST:

Clerk

APPROVED:

Mayor

2023 Gates Mills Roads, Sewers, Culverts Budget Items

16-Jun-23

	2023 Budget Spreadsheet				Anticipated		Updated Budget	Variance	Notes
	Budget	Construction		Engineering	Construction	Engineering			
2023 Road Program	\$848,915	\$773,915	\$75,000	\$750,000	\$75,000	\$825,000	(23,915)	Cole-burton Bld w/ Contingencies \$784,030. W/O Contingencies \$710,055. Recommend and Award NTE \$750,000, which will allow partial use of contingency section, if needed. Likely to have project construction completed for \$710,000 - \$725,000. WORK START ANTICIPATED SEPTEMBER 1.	
				\$649,027 \$39,945 \$61,028				Base Section (Definite) Contingency (Controllable) Service Garage Paving (Optional)	
Hillcreek Culvert	\$22,000	\$17,500	\$4,500	\$39,000	\$6,500	\$45,500	23,500	Headwall Repair will be more extensive than anticipated. Therefore, a few dollars will be taken from the Road Program to help fund the project's new anticipated cost	
Stormwater Regulations - Phase 2	\$20,000	\$0	\$20,000	\$0	\$20,000	\$20,000	0	All Engineering Services Related to Phase 2 Stormwater Compliance	
Mayfield Road Culvert	\$400,000	\$340,000	\$60,000	\$340,000	\$60,000	\$400,000	0	All to be paid by AARPA Funds (2 Rounds Per Janet). BIDDING PENDING Will have numbers in July	
Gates Mills Boulevard Sink Hole Repair	Emergency			\$50,000	\$5,000	\$55,000	\$5,000		
	\$1,290,915					\$1,345,500			
	\$ 251,085					\$ 251,085			
	\$1,542,000					\$1,596,585			
Community House Lower Level Doors/Bath	\$40,000					\$40,000			
Public Restroom Renovation (near park)	\$30,000 AARPA					\$30,000			
	\$1,612,000	BUDGET				\$1,666,585	ANTICIPATED	Current to Budget \$54,585	

Have the Ability to Adjust Spending to Hit Budget with bidding of Mayfield Culvert, Year/No to Service Dept Paving and Controlling Use of Contingency Item Use

\$100,973

**Gates Mills 2024 to 2027 Road Program Forecast
June 13, 2023**

ROAD NAME	SECTION	FROM	TO	LENGTH	WIDTH	AREA	RANK	SURFACE	LANES	SHOULDER	PCI	CONDITION
NORVALE CIR W	01	LOOP W	CHARTLEY RD	1,287	19	24,453	RESIDENTIAL	ASPHALT	2	NONE	14	FAILED
BLACKBERRY LN	01	LOOP W	COUNTY LINE RD	3,096	18	55,728	RESIDENTIAL	ASPHALT	2	NONE	16	FAILED
CARPENTER RD	01	OLD MILL RD	MAYFIELD RD	3,674	9	33,066	RESIDENTIAL	ASPHALT	1	NONE	25	FAILED
CHARTLEY RD	01	DORCHESTER RD	NORVALE CIR E	1,657	21	34,797	HV - RESIDENTIAL	ASPHALT	2	NONE	27	FAILED
CHARTLEY RD	02	NORVALE CIR E	GATES MILLS BLVD	1,856	21	38,976	HV - RESIDENTIAL	ASPHALT	2	NONE	28	FAILED
CHESTNUT RUN	01	LOOP S	SHERMAN RD	2,189	18	39,402	RESIDENTIAL	ASPHALT	2	NONE	29	FAILED
NORVALE CIR E	01	CHARTLEY RD	LOOP E	1,261	16	20,176	RESIDENTIAL	ASPHALT	2	NONE	29	FAILED
HAWTHORNE FARM DR	01	BATTLES RD	LOOP N	989	15	14,835	RESIDENTIAL	ASPHALT	2	NONE	39	POOR
SHERMAN RD	02	CHESTNUT RUN	ASHFORD CT	1,185	20	23,700	HV - RESIDENTIAL	ASPHALT	2	NONE	34	POOR
SHERMAN RD	03	ASHFORD CT	COUNTY LINE RD	2,054	20	41,080	HV - RESIDENTIAL	ASPHALT	2	NONE	34	POOR
SHERMAN RD	01	CHAGRIN RIVER RD	CHESTNUT RUN	2,610	20	52,200	HV - RESIDENTIAL	ASPHALT	2	NONE	38	POOR
ANDREWS LN	01	HILL CREEK LN	CUL DE SAC	1,492	19	28,348	RESIDENTIAL	ASPHALT	2	NONE	18	FAILED
WEST HILL DR	06	HICKORY LN	LOOP N	2,821	18	50,778	RESIDENTIAL	ASPHALT	2	NONE	30	POOR
CHELSEA LN	01	BERKSHIRE RD	PRIVATE DR	1,550	14	21,700	RESIDENTIAL	ASPHALT	1	NONE	33	POOR
CARDINAL LN	01	OLD MILL RD	SETTLERS RIDGE RD	634	18	11,412	RESIDENTIAL	ASPHALT	2	NONE	34	POOR
HILL CREEK LN	02	1054' EAST CURVE	HICKORY LN	1,805	22	39,710	RESIDENTIAL	ASPHALT	2	NONE	37	POOR
KENWYN PL	01	DORCHESTER RD	KENWYN PL	229	22	5,038	RESIDENTIAL	ASPHALT	2	NONE	39	POOR
SETTLERS RIDGE RD	01	CARDINAL LN	DEAD END E	941	16	15,056	RESIDENTIAL	ASPHALT	2	NONE	39	POOR
TIMBRIDGE TRL	03	BATTLES RD	END			76,500	RESIDENTIAL	ASPHALT	2	NONE	40	POOR

Roads Completed 2022-2023

Gates Mills 2024 to 2027 Road Program Forecast June 13, 2023

Addressing all Roads with PCI below 40 over the next 4 years

	PCI	Pavement Area (SF)	Pavement Area (SY)	Rehab Cost/SY	Rehab Cost	Eng	Total
Sherman	35	120,000	13,333	\$34	\$450,000	\$54,000	\$504,000
Andrews	18	29,000	3,222	\$34	\$108,750	\$13,050	\$121,800
West Hill	30	100,000	11,111	\$34	\$375,000	\$45,000	\$420,000
Chelsea	33	22,000	2,444	\$34	\$82,500	\$9,900	\$92,400
Cardinal	34	20,000	2,222	\$34	\$75,000	\$9,000	\$84,000
Hillcreek	37	110,000	12,222	\$34	\$412,500	\$49,500	\$462,000
Settlers Ridge	39	16,000	1,778	\$34	\$60,000	\$7,200	\$67,200
Timberidge	40	76,500	8,500	\$34	\$289,000	\$34,680	\$323,680
Saddleback (Adjacent)	48	30,000	3,333	\$34	\$113,333	\$13,600	\$126,933

Adjacent to Timberidge

4-yr Avg

\$550,503

\$2,202,013

Local Roads

Annual Road Program Components	2024 Anticipated Local Roads
County Road Maintenance	\$200,000
Local Road Maintenance	\$100,000
Local Road Rehabilitation	\$550,000
Annual Culverts	\$250,000
Total Program 2024-2027	\$1,100,000

Annual Average from Long Term Forecast

\$1,100,000

2024 Anticipated Local Roads	Andrews	West Hill	Total
	\$121,800	\$420,000	\$541,800

ANDREWS IS THE LAST OF THE FAILED ROADS

Failed

2024

Poor

2024