

RESOLUTION NUMBER 1 - 2026

**A RESOLUTION ENTERING INTO A SERVICE AGREEMENT WITH
CROSSBRIDGE MARKETING FOR PRO BONO WEBHOSTING AND OTHER
ONGOING SERVICES.**

WHEREAS, the Village wishes to solidify the terms and conditions surrounding the webhosting services it presently receives from Crossbridge Marketing.

WHEREAS, Crossbridge Marketing has provided certain webhosting and other services to the Village historically, prior to Josiah Martin entering public office in the Village.

WHEREAS, Josiah Martin is both the Mayor of the Village and owner of Crossbridge; so, to avoid any conflict of interest, the Village Administrator shall negotiate any deal on behalf of the Village and execute this Resolution.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Shreve, Wayne County, Ohio, as follows:

Section 1: That Council hereby authorizes and directs the Village Administrator to negotiate with Crossbridge Marketing and execute an agreement that is substantially similar to that attached hereto as Exhibit A. The Village will not render any payments to Crossbridge Marketing or any other entity which Josiah Martin has an interest in while Josiah Martin remains in public office at the Village and for one year thereafter.

Section 2: That the foregoing agreement shall allow Crossbridge Marketing to pass along costs it directly incurs on the Village's behalf to the Village. Moreover, it shall more clearly detail the duties and responsibilities of the Parties and include terms that give the Village direct access to modify and/or post updates to the website.

Section 3: That this Resolution is in the best interests of the Village of Shreve and its residents.

Section 4: That the aforesaid recitals are rendered to be the findings of this Council and are hereby incorporated into this Resolution.

Section 5: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 6. That this Council hereby finds and declares this Resolution to be, so long as it receives the necessary 2/3 vote of Council, an emergency and immediately effective upon passage because this Resolution is necessary for the immediate preservation of the public peace,

EXHIBIT A

Village of Shreve & Crossbridge Marketing Services Agreement

WHEREAS, the "Parties," the Village of Shreve, Wayne County, Ohio and Crossbridge Marketing, 1645 N Main Street, Orrville, Ohio 44667, seek to formalize their relationship by better defining the terms of their arrangement in writing.

WHEREAS, Crossbridge Marketing has historically provided and currently provides pro bono services to the Village including, but not limited to:

1. Website design.
2. Website development.
3. Maintenance support.
4. Cyber Security.
5. Web Hosting.
6. Content Management.
7. Web Presence Optimization.
8. Vehicle wrapping.
9. Email hosting.

WHEREAS, the Mayor of Shreve (Josiah Martin) is also the owner of Crossbridge Marketing; therefore, a conflict of interest may arise in the event the Village pays for services rendered by Crossbridge Marketing.

WHEREAS, Crossbridge Marketing wishes to continue provide its services pro bono to the Village anyway.

Therefore, the Parties hereby agree to the following terms and conditions:

1. The above recitals are hereby restated and incorporated herein as if fully re-written.
2. Crossbridge Marketing shall continue to provide the above services and other existing services to the Village of Shreve pro bono.
3. Crossbridge Marketing may present receipts for materials and other expenses incurred that are directly related to services rendered exclusively to the Village, so long as Crossbridge Marketing can demonstrate it and Josiah Martin did not receive a benefit from the transaction.
4. Crossbridge Marketing may offer additional pro bono services to the Village at the Village's discretion.
5. Crossbridge Marketing shall preserve all Village Records in a manner that complies with Ohio's Public Records Act and is easily searchable in the event of a public records request.
6. Crossbridge Marketing shall continue to own all material and intellectual property provided to the Village for use.

Attestation:

I, Leah Weirick, Fiscal Officer of the Village of Shreve, Wayne County, Ohio, do hereby certify that the foregoing Resolution No. 7-2026 is a correct copy of the Resolution passed by a majority/two-thirds vote of members of the members of the Village of Shreve Council, which resolution was duly passed by the Council of the Village of Shreve, and approved by Mayor of the Village of Shreve, County of Wayne, and State of Ohio on 20th day of April 2026, given under my hand the official seal this 20th day of April 2026.

By: _____



Leah Weirick, Fiscal Officer

health, or safety within the Village. If this Resolution does not receive the required vote threshold, it shall become effective at the soonest time allowable by law and be retroactive to **April 6, 2026.**

4/20/2026
Approved On


Josiah Hughes, Village Administrator


Heidi Garst,
President of Council

Attestation:

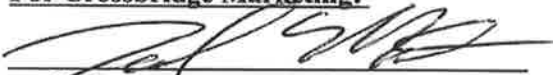
I, Leah Weirick, Fiscal Officer of the Village of Shreve, Wayne County, Ohio do hereby certify that the foregoing Resolution No. 7 - 2026 is a correct copy of the Resolution passed by a **majority/two-thirds** vote of members of the members of the Village of Shreve Council, which Resolution was duly passed by the Council of the Village of Shreve, and approved by Mayor of the Village of Shreve, County of Wayne, and State of Ohio on 20th day of, April, 2026 given under my hand the official seal this this 20th day of, April 2026.

by:  _____, Leah Weirick Fiscal Officer

7. Crossbridge Marketing shall make updates to the Village website within 48-hours of a request by the Mayor, Village Administrator, or other Village representative with authority to modify the website.
8. Either party may terminate this Agreement upon the provision of 30-days written notice to the other.
9. Upon termination, Crossbridge Marketing shall image existing data on their servers so that said images may be preserved for the appropriate record retention period. This imaging shall be how data appears to the end user (i.e. the website or email) and not the metadata which contains Crossbridge Marketing's trade secret information.
10. Crossbridge Marketing shall allow one or two Village representatives the authority to directly provide updates to the website and any managed social media and any managed email services.
11. Neither party shall be entitled to monetary damages from the other under this Agreement.
12. Crossbridge Marketing shall indemnify and hold harmless the Village for any failures to provide adequate and timely notice.

This Agreement shall be effective upon: (1) signatures by all required parties below; (2) passage of an approving resolution/ordinance before or after; and (3) the attachment of a Fiscal Officer's Certificate.

For Crossbridge Marketing:

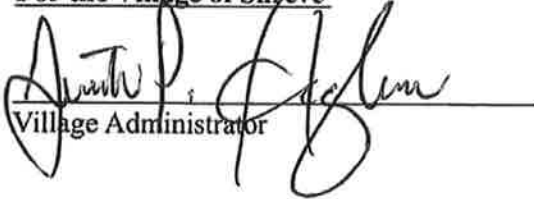


Authorized Representative

Name: Joseph Martin

Title: President

For the Village of Shreve



Village Administrator

As to Form



Village Solicitor/Assistant Solicitor

Not Effective Until Fiscal Officer's Certification Attached Hereto