Village Council Committee of the Whole Meeting
Wednesday, January 19, 2022 at 4:30PM
Bratenahl Community Center
10300 Brighton Road

AGENDA

PLEASE SILENCE ALL ELECTRONIC DEVICES

1. Call to Order - Roll Call
2. Approval of prior meeting minutes
3. Motion to move into Executive Session to discuss pending litigation (one hour)
4. Motion to return to Public Session (5:30pm)
5. Presentation by Brian Thunberg, Regional Income Tax Agency (RITA)
6. Facilities Presentation by DS Architects
7. Recreation Fee Schedule
8. Resolutions #1241, 1242
9. Ordinances #4130, 4131, 4132, 4133
10. Adjourn

And any other business as may properly come before this Municipal Body may be considered and acted upon. Council reserves the right to enter Executive Session, for reasons as allowed by law.

Posted: January 14, 2022

Diana L. Cooks, Clerk of Council
## Community Center Rental Prices

**Recreation@bratenahl.org // 216.451.5350**

<table>
<thead>
<tr>
<th></th>
<th>Resident</th>
<th>Non-resident</th>
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<tbody>
<tr>
<td>Single room</td>
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<tr>
<td>Single rm plus kitchen</td>
<td>$55.00 per hour</td>
<td>$75.00 per hour</td>
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<tr>
<td>Selden rm/kitchenette</td>
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<tr>
<td>Village Park (gazebo or picnic tables)</td>
<td>$10.00 per hour (3 hour minimum)</td>
<td>$20.00 per hour (3 hour minimum)</td>
</tr>
<tr>
<td>Parking lot</td>
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<td>$150.00 (maximum 4 hours)</td>
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<tr>
<td>Garden plot</td>
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<tr>
<td>Event tickets/entrance</td>
<td>$30.00 per person</td>
<td>$30.00 per person</td>
</tr>
</tbody>
</table>

**Additional Fees:**
- Over 50 people in attendance: $50.00
- During closed hours: $50.00
- Police Officer *alcohol events* (to be paid directly to the officer/No credit cards): $50.00 per hour (minimum 4 hours)

| Set up time/free         | 3 hours       | 3 hours       |
RESOLUTION NO: 1241

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE MAYOR TO RENEW THE
VILLAGE ARCHITECT SERVICES AGREEMENT WITH
VAN AUKEN AKINS ARCHITECTS, LLC FOR ARCHITECT
AND RELATED SERVICES AND DECLARING AN EMERGENCY

WHEREAS, at its meeting of December 30, 2019, the Council approved Resolution Number 1173 authorizing the Mayor to enter into a Village Architect Services Agreement with Van Auken Akins Architects, LLC for architect and related services for the year 2020; and

WHEREAS, at its meeting of December 16, 2020, the Council approved Resolution Number 1214 authorizing the Mayor to renew the Village Architect Services Agreement with Van Auken Akins Architects, LLC for architect and related services for the year 2021; and

WHEREAS, the Council and the Mayor desire to renew the Village Architect Services Agreement with Van Auken Akins Architects, LLC for architect and related services for the year 2022.

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

SECTION 1. The Mayor be, and he hereby is, authorized and directed to renew the Architect Services Agreement with Van Auken Akins Architects, LLC for Architect Services for the Village of Bratenahl, at a cost not to exceed twenty thousand dollars ($20,000) without specific prior authorization from Village Council, for the time period January 1, 2022 through December 31, 2022 upon all the same terms and conditions set forth in said 2020 Architect Services Agreement which is attached hereto as Exhibit “A” and made a part hereof.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer’s certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the residents and for the further reason to renew the agreement; therefore, this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED:
APPROVED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer
EXHIBIT "A"

VILLAGE ARCHITECT SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into at Beachwood, Ohio this 30th day of December, 2019, ("Effective Date") by and between the Village of Bratenahl, an Ohio Municipal Corporation (hereinafter referred to as "Village"), and Van Auker Akins Architects LLC, 1422 Euclid Ave. - Ste. 1010, Cleveland, Ohio 44115 (hereinafter referred to as "Architect").

WITNESSETH

WHEREAS, the Village desires to contract for architect services due to an ongoing need for such services as well as for various projects throughout the Village;

WHEREAS, the Village issued a request for proposals, a revised version of which was issued October 23, 2019 and is attached hereto and incorporated herein as Exhibit A;

WHEREAS, Architect desires to provide such Architect services as described herein and in Exhibit A, and accordingly responded to the Village's request for proposals on October 29, 2019, with said response attached hereto and incorporated herein as Exhibit B;

NOW, THEREFORE, in consideration of the foregoing, the Village and Architect agree as follows:

Section 1: Term

The Term of this Agreement shall be from the Effective Date until December 31, 2020.

However, in the event that Architect has made substantial progress on a specific, identifiable project that has not been completed, Architect shall continue to render services and be compensated by Village for those services, as to the incomplete project(s) only, through the date of completion of the project.

Section 2: Scope
EXHIBIT "A"

VILLAGE ARCHITECT SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement"), made and entered into at Bratenahl, Ohio this 30th day of December, 2019, ("Effective Date") by and between the Village of Bratenahl, an Ohio Municipal Corporation (hereinafter referred to as "Village"), and Van Auken Akins Architects LLC, 1422 Euclid Ave. – Ste. 1010, Cleveland, Ohio 44115 (hereinafter referred to as "Architect").

WITNESSETH

WHEREAS, the VILLAGE desires to contract for architect services due to an ongoing need for such services as well as for various projects throughout the Village;

WHEREAS, the VILLAGE issued a request for proposals, a revised version of which was issued October 23, 2019 and is attached hereto and incorporated herein as Exhibit A;

WHEREAS, Architect desires to provide such Architect services as described herein and in Exhibit A, and accordingly responded to the Village’s request for proposals on October 29, 2019, with said response attached hereto and incorporated herein as Exhibit B;

NOW, THEREFORE, in consideration of the foregoing, the VILLAGE and ARCHITECT agree as follows:

Section 1: Term

The Term of this Agreement shall be from the Effective Date until December 31, 2020.

However, in the event that Architect has made substantial progress on a specific, identifiable project that has not been completed, Architect shall continue to render services and be compensated by Village for those services, as to the incomplete project(s) only, through the date of completion of the project.

Section 2: Scope
The scope of services covered by this Agreement shall be those services named in Exhibit A, and as further defined in this Agreement. Specifically, this Agreement includes: architecture; consulting or in-house mechanical, electrical, plumbing, structural, and civil engineering; incorporation of LEED best practices; facilitating Capital Improvement Master Plan updates; project cost estimating; all services necessary to plan, execute, and administer project design.

Village projects with an estimated construction cost in excess of seven hundred and fifty thousand dollars ($750,000) are not covered by the scope of this Agreement, and the Village reserves the right to define separate terms for such projects, or to seek proposals from other firms or companies related to such projects.

Section 3: Fees & Payment

Architect shall be paid for all services rendered to the Village on an hourly basis. The hourly rates for Architect are listed in the table found in Exhibit B. Architect shall invoice the Village on a monthly basis, said invoices being immediately payable, but not considered late until forty-five (45) days from the date of the invoice to allow for authorization of payment by passage of an ordinance by Village Council as required by law. Any invoices unpaid after 45 days shall be subject to 1% interest, and an additional 1% interest shall be added per month for each month after the initial 45 days.

The Village and Architect agree that the total cost of services payable to Architect pursuant to this Agreement shall not exceed twenty thousand dollars ($20,000) without specific prior authorization from Village Council.

The Village and Architect further agree that in the event the estimated construction cost of a project exceeds seventy-five thousand dollars ($75,000), Architect must request and obtain prior authorization from Council prior to commencing work on the project.

Section 4: Miscellaneous Terms and Conditions

a. Conditions Precedent
It is the understanding of the Village and Architect that this Agreement and any subsequent amendment to this Agreement or modification hereof is subject to and conditioned upon the approval of the Bratenahl Village Council.

b. **Entire Agreement**

This Agreement sets forth the entire understanding of the parties hereto and may not be changed, amended or supplemented without the prior written consent of the parties hereto, and shall inure to the benefit of and upon the heirs, executors, successors, administrators, and assigns of the Parties hereto. Neither the Village nor Architect may assign any portion of this Agreement without prior written approval from the other party.

c. **Headings**

The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in construction or interpretation of this Agreement.

d. **Schedules and Exhibits**

All Exhibits to this Agreement are incorporated herein and made a part of this Agreement as if fully rewritten herein.

e. **Executions in Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

f. **Governing Law**

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Ohio without application of conflict of laws.

g. **Modification**

This Agreement may not be modified, amended, or changed unless modified, amended, or changed in a writing signed by the Village and Architect.

h. **Severability**
Should any part or portion of this Agreement be held invalid, illegal or void, the remainder of the Agreement shall continue in full force and as if the void, illegal or invalid portion had never been a part of the Agreement.

1. **Documents and Files**

   All documents and project files, both printed and digital, created for the purposes serving the Village shall be the property of the Village.

2. **Insurance Requirements**

   During the Term of this Agreement and any additional period of time as set forth in Section 1 of this Agreement, Architect shall maintain professional liability insurance in the amount of one million dollars ($1,000,000).

   IN WITNESS WHEREOF, the parties hereto have affixed their signatures upon this Agreement as duly authorized agents, warranting that they are empowered to bind their respective party, on the date first written above.

   EXECUTION PAGE FOLLOWS

   ***
VILLAGE OF BRATENAH, OHIO (AS TO "VILLAGE"):

John M. Lesko, Mayor

Sheila Birch, Village Fiscal Officer

Approved as to Form Only:

David J. Matty, Village Solicitor

VAN AUKEN ARMS ARCHITECTS LLC:

Print:

Title:
EXHIBIT "A"

THE VILLAGE OF Bratenahl

REVISED October 23, 2019 - Request for Proposals for Architectural and Engineering Services
Responses are due October 29, 2019

The Village of Bratenahl invites your Architectural Firm to submit a proposal to provide Professional Services as the village requires to maintain and improve village facilities on an annual contract basis. The Village anticipates the renewable contract will commence this year and extend through 2020.

Services Scope: The 2018 Village of Bratenahl 5-Year Capital Improvement Plan was created to assist Village government in planning, funding and executing improvements of its building, property, transportation, and utility infrastructure. The Village currently has had a long-time contract with Cager Valley Engineering for civil engineering services to execute portions of the plan. Bratenahl requires an ongoing architectural contract to facilitate Capital Improvement Plan building projects throughout the year. The scope of this contract is not intended for projects exceeding construction costs of seven hundred and fifty thousand dollars.

Contact Bratenahl Councilperson Joyce Burke-Jones (jburkejones@bratenahl.org) with questions on proposal.

Consultant Team Services may include:
- Primary: Architecture
- Secondary: Consulting or In-House Mechanical, Electrical, Plumbing, Structural, Civil Engineering
- Incorporate LEED best practices
- Facilitating Capital Improvement Master Plan updates
- Project cost estimating
- All services necessary to plan, execute, and administer the project design

Content of letter proposal - It is the intent that proposals be simple and thus limit the length of the proposal letter to 2-pages plus fee schedule. Proposals shall include:
- Firm name, title, address and telephone number of the individual with authority to contractually bind the company and the person who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.
- Identify primary service provider and contact.
- Short statement of interest, qualifications, and experience
- Identification of consultant services if any.
- Identify insurance coverage.
- Identify any litigation and unresolved finding for recovery
- Statement stating that the proposal is made without collusion with any person, firm, or corporation associated with officials or staff of the Village of Bratenahl.
- Identify hourly fee schedule of architectural and engineering services.
- The proposal will be valid for ninety (90) days from the date of submission.

The Village of Bratenahl Council will evaluate proposals based on, but not necessarily limited to, the following considerations: Experience with the Village, Qualifications & other relevant experience, Litigation and unresolved finding for recovery, Insurance, and Fee Schedule.

Village Limitations of Liability - The Village reserves the right to reject any or all proposals. The Village further reserves the right to negotiate with the selected consultant a final Scope of Services that best meets the needs of the Village.

Award - The firm awarded this contract must provide a current Certificate of Insurance at the commencement of work, with the following requirements submitting proposals must obtain and maintain liability insurance as follows:

Email the letter proposal to Bratenahl Village Fiscal Officer - Sheila Birch (Sbirch@bratenahl.org) and Councilperson and Public Improvements Committee Chair - Joyce Burke-Jones (jburkejones@bratenahl.org).

Village Hall - 411 Bratenahl Road - Bratenahl, Ohio 44108 - 216-681-4266 (O) - 216-681-3811 (P)

JOHN M. LICASTRO, MAYOR
October 29, 2019

Bratenahl Councilperson Joyce Burke-Jones
Public Improvements Committee Chair
The Village of Bratenahl
411 Bratenahl Road
Bratenahl, Ohio 44108
jburkejones@bratenahl.org

Reference: Architectural and Engineering Services

Dear Councilperson Joyce Burke-Jones:

On behalf of Van Auken Akins Architects LLC (VAA), I would like to thank you for this opportunity to submit our qualifications for Architectural and Engineering Services. Our team of highly qualified architects, designers, and engineers have extensive assessment, renovation, new construction, and master planning experience. We look forward to working with you on your upcoming capital improvements.

Principal Contact Person and Primary Service Provider

All work will be directed out of VAA's office in The Hanna Building located at 1422 Euclid Avenue, Suite 1010 in downtown Cleveland. If you have any questions, please feel free to contact me directly as I will be your principal contact person and primary service provider for clarifying submitted information on this proposal and throughout the course of the project. I can be reached at (216) 241-2220 or jvanauken@vaakins.com.

Firm Qualifications and History

Jill Van Auken AIA established VAA in May 1992 with a vision to design inspiring environments while providing exceptional communication and service to clients in both the public and private sectors. VAA is both FBE and SBE certified in the City of Cleveland and DBE certified in Cuyahoga County. What began as a single employee firm committed to providing outstanding service to clients, now operates with a staff of 25 team members, with design projects exceeding $5 billion in construction value.

Our portfolio of experience includes a combination of renovation, new construction, rehabilitation, and interior improvements for clients across a variety of market sectors, including municipal, hospitality, commercial, healthcare, education, and retail. VAA is unique in that we have served in the role of lead architect, construction manager, and consultant on projects using various delivery methods such as General Contracting, CM-at-Risk, and Design-Build.

Architecture and Interior Design Experience

VAA has worked with a variety of clients over the past 27 years, including the Village of Bratenahl, The City of Cleveland, Shaker Heights, and Cuyahoga County, among others. We are well versed in a variety of projects, including community centers, administrative offices, city hall facilities, recreation centers, healthcare facilities, hospitality/foodservice, and a variety of PreK-12 and higher education facilities. In addition, VAA provided Criteria Architectural services for the demolition and construction of the new 9,600 SF Service Garage and Salt Dome for the Village of Bratenahl.
Master Plan Experience

VAA has extensive experience developing master plans for both public and private clients across a variety of industries, including the OFCC, The City of Cleveland, Playhouse Square Real Estate, The Cuyahoga County Port Authority, Shaker Heights City School District, and University Park Alliance. In addition, VAA is currently a member of the teams facilitating Cleveland Hopkins International Airport’s master plan and Cuyahoga County’s Justice Center Complex programming.

Sustainable Design Experience

With over 50 LEED projects and over 4 million SF of sustainable design projects, VAA possesses a unique knowledge of LEED from both the design and construction perspectives. We will work with you to understand your sustainability goals for each project and will design solutions to meet those goals.

Consultant Services

We will work with you to select the right sub-consultants required for the scope of your upcoming project(s). We have a longstanding successful relationship with numerous consultants throughout Ohio, including Karpinski Engineering, Scheuer Buckley Mayfield, Denk Associates, Tec Inc. Engineering & Design, Thorson Baker + Associates, Barber & Hoffman, I.A. Lewin and Associates, and THP Limited, to name a few.

Liability Insurance

VAA is insured by Turner Surety and Insurance Brokerage for Commercial General Liability, Automobile Liability, Umbrella Liability, Employers’ Liability and Professional Liability.

Litigation History

VAA does not have any lawsuits, claims, or demands brought against it or any unresolved finding for recovery.

Collusion Statement

This proposal is made without collusion with any person, firm, or corporation associated with officials or staff of the Village of Bratenahl.

Conclusion

Should you have any questions relating to this Proposal, please contact me directly. I would be pleased to review its content and consider the negotiation of any specific concerns. We look forward to working with you on your upcoming project!

Sincerely,

Jill Van Auken AIA
VAN AUKEN AKINS ARCHITECTS LLC
JVAavic
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<tr>
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<th>2019 Hourly Rates</th>
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RESOLUTION NO: 1242

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MANAGEMENT CONSULTANT AGREEMENT WITH CLEMANS, NELSON & ASSOCIATES, INC. FOR MANAGEMENT AND/OR FISCAL CONSULTING SERVICES IN LABOR, EMPLOYMENT AND OTHER AREAS AS MIGHT BE REQUESTED AND DECLARING AN EMERGENCY

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

SECTION 1. The Mayor be, and he hereby is, authorized to enter into a Management Consultant Agreement with Clemans, Nelson & Associates, Inc. for management and/or fiscal consulting services in labor, employment and other areas as might be requested, a copy of which Agreement is attached hereto as Exhibit “A” and made a part hereof.

SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to the need for management and/or fiscal consulting services, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED:

APPROVED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer
EXHIBIT "A"

MANAGEMENT CONSULTANT AGREEMENT

The Village of Bratenahl, Ohio, hereinafter called the "Client," and Clemans, Nelson & Associates, Inc., hereinafter called the "Consultant," shall hereby agree to the following terms and conditions for a period of one (1) year commencing on the date of execution written below, subject to renewal or termination by the parties as provided herein.

The Consultant, in consideration of the covenants and promises set forth hereinafter, certifies, covenants, and agrees to perform in the following manner, to wit:

Provide to the Client on a priority basis such management and/or fiscal consulting services in labor, employment, and other areas as might be requested throughout the duration of this Agreement.

IN CONSIDERATION of the foregoing covenants and promises, the Client agrees to pay the Consultant a retainer of ONE HUNDRED SEVENTY-FIVE DOLLARS ($175.00) per month for a period of one (1) year from the effective date of this contract to cover brief telephone consultation as provided below, and to pay the Consultant at the applicable rates for professional services:

Consultant / Analyst .......................................................... $110.00 per hour
Senior Consultant ............................................................ $150.00 per hour
Manager ........................................................................... $165.00 per hour
Director / Vice President / President ...................................$175.00 per hour

Actual clock hours shall include only those hours spent in consultation and those hours of work integral to such consultation, including but not limited to preparation, research, analysis, writing, advice, and meetings with or on behalf of the Client. The parties may also agree on a flat fee for training or other special consulting projects. The Consultant will not charge the Client an hourly rate for portal-to-portal travel time. A minimum of four (4) hours will be billed for each on-site visit by the Consultant. No professional service hours shall be charged for brief telephone consultations requiring no in-office or on-site follow-up.

The Client further agrees to pay the Consultant the mileage rate as established by the Director of the Internal Revenue Service for travel from the Consultant's headquarters or a regional office, whichever is applicable, necessary meal expense, actual overnight lodging expenses if required, and other ordinary and necessary business expenses.
The Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, military status, veteran status, pregnancy, or disability. The Consultant is not a law firm and this Agreement does not create an attorney/client relationship.

This Agreement shall automatically be renewed for successive one (1) year periods on its anniversary date unless either party provides written notice to the other party, during the last thirty (30) days of any annual contract period, of their desire to terminate the Agreement. The Client shall be notified in writing, not less than sixty (60) days prior to the anniversary date of the Agreement, of any general increase in the Consultant's rates, which shall not become effective until the effective date the contract renews or the date a new contract is signed.

Invoices setting forth these charges shall be submitted as accrued on a monthly basis, payable upon receipt.

CERTIFICATION OF COMPLIANCE WITH O.R.C. 3517.13:

By signing this Agreement, the undersigned representative of Clemans, Nelson & Associates, Inc. certifies on behalf of the Consultant corporation that all of the following persons, if applicable, are in compliance with applicable provisions of division (J) of Ohio Revised Code Section 3517.13 with respect to all public officials of any Ohio political subdivision with whom the Consultant is hereby contracting:

A. each owner of more than twenty percent of the corporation or business trust;
B. each spouse of each owner of more than twenty percent of the corporation or business trust.

The undersigned authorized representative of the Consultant certifies such compliance on and since April 4, 2007 and on any date after April 4, 2007 that the Client and the Consultant enter into this Agreement. If the Consultant's representative or any Officer of the Consultant becomes aware of noncompliance with O.R.C. Section 3517.13(J) between the time the Consultant's representative signs this Agreement and the time the Client fully executes and enters into this Agreement, the Consultant shall so notify the Client – and unless and until the Client receives such notice, the Client may rely on this certification when entering into this Agreement. This certification is a part of this Agreement.
IN WITNESS WHEREOF, the parties hereunto set forth their hand as of the _____ day of January, 2022 (date of execution).

VILLAGE OF BRATENAHL

__________________________
Mayor John M. Licastro

CLEMANS, NELSON & ASSOCIATES, INC.

__________________________
Robin L. Bell
Director of Human Resources

APPROVED AS TO FORM

__________________________
David J. Matty
Village Solicitor
CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

________________________________________
Village Fiscal Officer

________________________________________
Date
ORDINANCE NO: 4130

INTRODUCED BY:

AN ORDINANCE CONFIRMING THE APPOINTMENT
BY THE MAYOR OF JOSEPH ZALAR AS STREET
COMMISSIONER FOR THE YEAR 2022
AND DECLARING AN EMERGENCY

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

SECTION 1. The Council hereby confirms the appointment by the Mayor of Joseph Zalar as Street Commissioner for the year 2022.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Bratenahl and for the further reason that it is immediately necessary to appoint a Street Commissioner; therefore, provided this Ordinance receives two-thirds vote of all members of the Council elected thereto, it shall be in full force and effect from and after the earliest time allowed by law.

PASSED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer
ORDINANCE NO. 4131

INTRODUCED BY:

AN ORDINANCE ENACTING AND ADDING SECTION 161.07
OF THE ADMINISTRATIVE CODE TO CREATE THE POSITION
OF CHIEF MAGISTRATE OF MAYOR’S COURT
AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the Village of Bratenahl, State of Ohio, that:

SECTION 1. Effective January 19, 2022, Section 161.07 of the Administrative Code be enacted and added to read as follows:

"161.07 CHIEF MAGISTRATE OF MAYORS COURT.

(a) The position of Chief Magistrate of Mayor’s Court is hereby created.

(b) The Chief Magistrate of Mayor’s Court shall be appointed by the Mayor, subject to confirmation by the Council, and shall act under the direction of the Mayor.

(c) The Chief Magistrate of Mayor’s Court shall act as Magistrate of the Court and have oversight of other Magistrates, schedule meetings with court personnel and work with court personnel on scheduling of courts, ensure that all court personnel receive the training mandated by the Ohio Supreme Court, conduct an ongoing review of court policies and procedures, and perform any other duties as determined by the Mayor.

(f) The Chief Magistrate of Mayor’s Court shall be compensated at a rate fixed from time to time by the Council and authorized by ordinance."

SECTION 2. This Ordinance is hereby declared to be an emergency measure and necessary for the immediate preservation of the public peace, safety, health and welfare of the Village and for the further reason that the same relates to the daily operation of a municipal department; therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor.

Passed:

John M. Licastro, Mayor

ATTEST:
Diana L. Cooks, Village Fiscal Officer
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<th>Name</th>
<th>BENJAMIN</th>
<th>BURKE-JONES</th>
<th>HOEFLING</th>
<th>HUFFMAN</th>
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ORDINANCE NO. 4132

INTRODUCED BY:

AN ORDINANCE CONFIRMING THE APPOINTMENT
BY THE MAYOR OF CHUCK BAUERN SCHMIDT AS
CHIEF MAGISTRATE OF MAYOR’S COURT WITH DUTIES
AS SET FORTH IN CODIFIED ORDINANCE 161.07 WITH
SUCH APPOINTMENT EFFECTIVE JANUARY 19, 2022
AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the Village of Bratenahl, State of Ohio, that:

SECTION 1. The Council hereby confirms the appointment by the Mayor of Chuck Bauernschmidt as Chief Magistrate of Mayor’s Court, with duties as set forth in Codified Ordinance 161.07, and with such appointment effective January 19, 2022.

SECTION 2. Effective January 19, 2022, the Chief Magistrate of Mayor’s Court shall be paid at a rate of two hundred fifty dollars ($250.00) per hour for performing the duties as described in Section 2 hereof.

SECTION 3. This Ordinance is hereby declared to be an emergency measure and necessary for the immediate preservation of the public peace, safety, health and welfare of the Village and for the further reason that the same relates to the daily operation of a municipal department; therefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor.

Passed:

__________________________
John M. Licastro, Mayor

ATTEST:

__________________________
Diana L. Cooks, Village Fiscal Officer
ORDINANCE NO: 4133

INTRODUCED BY:

That the following claims against the Village of Bratenahl are hereby directed from the Funds and the Fiscal Officer is hereby authorized and directed to draw her warrants for payment, to wit:

<table>
<thead>
<tr>
<th>Name</th>
<th>Item Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Axon Enterprises</td>
<td>2022 Renewal</td>
<td>$18,766.01</td>
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<tr>
<td>Best Buy Tire</td>
<td>Repair/maintenance</td>
<td>$178.60</td>
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<td>Hall Public Safety</td>
<td>Carrera system repair</td>
<td>$220.00</td>
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<td>Landmark</td>
<td>Gasoline: 66</td>
<td>$3,514.90</td>
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<td>Lexipol</td>
<td>2022 Contract - manuals and bulletins</td>
<td>$9,870.00</td>
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<td>Sirchie</td>
<td>Ink pad</td>
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<td>TAC</td>
<td>Annual public safety support/MDT</td>
<td>$10,058.88</td>
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<td>Treasurer of State</td>
<td>Jail inspection</td>
<td>$100.00</td>
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<td>UH Occupational Health</td>
<td>New hire physical</td>
<td>$555.00</td>
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* Vance Outdoor            | Equipment                                 | $698.00  |
* Verizon                  | MDTs                                      | $329.67  |

**SUBTOTAL - PUBLIC SAFETY**  
$44,334.14
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<th>Vendor</th>
<th>Description</th>
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<td>Aetna</td>
<td>Dental - 1/2022</td>
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<td>COSE/</td>
<td>Medical - 1/2022</td>
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<td>Chagrin Valley Dispatch</td>
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<td>CivicPlus</td>
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<td>Dollar Bank</td>
<td>Village credit card (recurring police expenses/K9 purchases)</td>
<td>$995.25</td>
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<td>Dominion</td>
<td>#0012</td>
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<td>Dominion</td>
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<td>Email accounts</td>
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<td>Illuminating Company</td>
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<tr>
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<tr>
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<td># 110 023 586 420</td>
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<td># 110 023 032 078</td>
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<td>Illuminating Company</td>
<td># 110 022 663 632</td>
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<td>Licastro, John</td>
<td>Reimbursement - 1/22 cell phone</td>
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<td>Molnar Reporting Service</td>
<td>November, December 2021</td>
<td>$2,504.80</td>
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<tr>
<td>NEORSO</td>
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<td>$128.24</td>
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<tr>
<td>Pitney Bowes</td>
<td>Postage meter/postage</td>
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<td>Republic Services</td>
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<td>$5,109.41</td>
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<tr>
<td>Rocco, Andrea</td>
<td>Magistrate - 1/4/22</td>
<td>$400.00</td>
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<tr>
<td>Spectrum</td>
<td>Internet/cable service</td>
<td>$577.97</td>
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<td>Spectrum</td>
<td>Internet/cable service</td>
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**SUBTOTAL - ADMINISTRATION**

$71,540.51
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<th>Description</th>
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<td>Dollar Bank</td>
<td>Recreation credit card</td>
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<td>Spectrum</td>
<td>Internet/cable service</td>
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<td>United Rentals</td>
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<td><strong>SUBTOTAL - RECREATION</strong></td>
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<td><strong>SUBTOTAL - SERVICE</strong></td>
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<td>$4,177.12</td>
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CONSULTANTS

Chagrin Valley Engineering Professional services - 12/2021 $ 4,292.50
Matty, Henrikson & Greve LLC Professional services - 12/2021 5,860.00
Matty, Henrikson & Greve LLC Prosecutorial services - 12/2021 2,226.00

SUBTOTAL - CONSULTANTS $ 12,378.50

TOTAL ALL PAY CLAIMS $ 135,648.64

* Restricted fund
+ Electronic payment

FOR RECORD ONLY

Payroll 12/10/2021 $ 75,244.13
Payroll 12/24/2021 $ 58,464.09

Section 2.

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, safety and welfare for the reasons that its passage is necessary to the daily operation of the Village Government.

Passed: January 19, 2022

John M. Licastro, Mayor

Diana L. Cooks, Village Fiscal Officer