By Call of Chairman Thomas McDonald  
Finance Committee Meeting  
Wednesday, February 16, 2022 at 5:00PM  
Bratenahl Community Center  
10300 Brighton Road  

PLEASE SILENCE ALL ELECTRONIC DEVICES

1) Call to Order - Roll Call  
2) Approval of Prior Meeting Minutes  
3) Village Fiscal Officer Report  
4) **Resolution 1244**: Authorizing and approving a settlement and joint mutual release of claims with Shannon Darby  
5) **Resolution 1245**: Accepting the proposal of DS Architects for a feasibility study for a proposed new Village Center  
6) **Ordinance 4134**: Confirming appointment of Matthew I. Woisnet as a full-time police officer  
7) **Ordinance 4135**: Establishing annual appropriations for fiscal year ending December 31, 2022  
8) **Ordinance 4136**: Pay Claims  
9) Adjourn

And any other business as may properly come before this Committee may be considered and acted upon.

Posted: February 14, 2021

Diana L. Cooks, Clerk of Council
RESOLUTION NO:  1244

INTRODUCED BY:

A RESOLUTION AUTHORIZING AND APPROVING A SETTLEMENT AND
JOINT MUTUAL RELEASE OF CLAIMS WITH SHANNON DARBY
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 Council of the Village of Bratenahl hereby authorizes and approves a
Settlement and Joint Mutual Release of Claims with Shannon Darby and authorizes Keith Benjamin, as
Council President Pro Tempore, to execute such Settlement and Joint Mutual Release of Claims, a copy of
which is attached hereto as Exhibit “A” and incorporated herein as if by reference.

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 to resolve current litigation, 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
SETTLEMENT AND JOINT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Joint and Mutual Release of Claims (the “Agreement”) is made and entered into by and between SHANNON DARBY (referred to as “DARBY”) on the one hand and THE VILLAGE OF BRATENAHNL, THE VILLAGE OF BRATENAHN POLICE DEPARTMENT, CHRISTOPHER MESSINGER, DAVID LISK, DOMINIC SORIC, RYAN DURAND, RICHARD DOLBOW, and JOHN LICASTRO (all collectively referred to as “DEFENDANTS”) on the other hand, (together, the “Parties”).

1. DARBY filed a lawsuit in the Cuyahoga County Court of Common Pleas, Case No. 19-CV-922757 captioned, Shannon Darby v. Christopher “Jake” Messinger, et al., against DEFENDANTS alleging that, among other things, DEFENDANTS discriminated and retaliated against her on the basis of her gender, maintained a hostile work environment, harassed DARBY on the basis of her sex or gender, intentionally interfered with DARBY’s right to intimately associate under the 14th Amendment to the United States Constitution, constructively and/or wrongfully terminated DARBY, and violated R.C. 4112.02(J) (“Litigation”).

2. DEFENDANTS vigorously deny DARBY’s claims in the Litigation and further deny all allegations of wrongdoing asserted by DARBY.

3. On January 31, 2022, the Parties engaged in mediation with Cuyahoga County Court of Common Pleas Mediator, Rebecca Wetzel, in an effort to settle all claims that were raised or could have been raised in the Litigation.

4. DARBY and DEFENDANTS, for sound reasons and to avoid further costs, desire to resolve fully and finally DARBY’s claims and any and all differences and claims that might otherwise arise out of DARBY’s employment with or the separation of her employment with the Village of Bratenahl and/or the Village of Bratenahl Police Department, and DARBY’s dealings with DEFENDANTS, without making an admission of liability or wrongdoing on the part of any Party, which liability or wrongdoing is expressly denied.

NOW, THEREFORE, in and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Payment to DARBY. In consideration for the promises DARBY has made in this Agreement, DEFENDANTS agree to cause payment to be made to DARBY in the total amount of $162,500.00 (the “Settlement Payment”), allocated as follows:

(a) The insurer for DEFENDANTS, Tokio Marine HCC/U.S. Specialty Insurance Company, will cause payment to be made to DARBY’s counsel, Zipkin Whiting Co., L.P.A., in the gross amount of $162,500.00, in full satisfaction of DARBY’s claims, including but not limited to, any and all claims for wages, liquidated damages, pain and suffering, mental anguish, and emotional distress, exemplary/punitive damages, general damages, and special damages. An IRS Form 1099 MISC box 3 will be issued, as required by law.
(b) DEFENDANTS will remit the Settlement Payment to DARBY no later than twenty (20) business days after the Village of Bratenahl Council’s approval of the settlement, processing by Tokio Marine HCC/U.S. Specialty Insurance Company, and DEFENDANTS’ counsel receives a fully-executed copy of this Agreement from DARBY’s legal counsel. Said Settlement Payment shall be remitted by wire transfer to DARBY’s counsel, Zipkin Whiting Co., L.P.A., and DARBY’s counsel shall timely provide all necessary wire instructions and W-9s to DEFENDANTS’ counsel.

(c) DARBY acknowledges and agrees that the VILLAGE OF BRATENAHL and/or the VILLAGE OF BRATENAHL POLICE DEPARTMENT have compensated her for all hours worked in accordance with federal, state and local wage and hour laws and do not owe her any unpaid wages.

2. **Taxes.** Each party agrees to be responsible for their own taxes which may become due by virtue of this Agreement. DARBY acknowledges and agrees to assume full responsibility for the payment of any federal, state and/or local taxes, including any penalties or interest which may be owed by her by virtue of her receipt, or the receipt by her attorneys, of the payments provided herein. DARBY agrees to hold harmless, indemnify, and save DEFENDANTS and/or DEFENDANTS’ insurer from payments of any applicable federal, state, or local taxes, penalties or interest for which DEFENDANTS and/or DEFENDANTS’ insurer might become liable by virtue of DARBY’s failure to pay any taxes owed by her. DARBY further acknowledges that she has not relied upon any advice from DEFENDANTS, DEFENDANTS’ insurer, and/or DEFENDANTS’ attorneys as to the allocation of the Settlement Payment for tax or any other purposes, or regarding tax withholding or the ultimate taxability of the Settlement Payment, whether pursuant to federal, state or local income tax statutes or otherwise. DEFENDANTS and their insurer also reserve the right to file any forms and statements as may be required by law with the Internal Revenue Service and any other state or local taxing agency or other governmental agency. Except as otherwise stated herein, DARBY acknowledges and agrees that she is solely responsible for paying any attorneys’ fees and costs that she has incurred and that neither DARBY nor her attorneys will seek any award of attorneys’ fees or costs from DEFENDANTS and/or their attorneys and insurer except to the extent set forth in Section 1 of this Agreement.

3. **Court Costs.** The Parties are responsible for and will bear their respective court costs, if any.

4. **Dismissal of Litigation.** The Parties further consent to the filing of the *Stipulated Notice of Dismissal With Prejudice* attached as Exhibit A, which shall be filed by counsel for the DEFENDANTS within three (3) business days of DEFENDANTS remitting the Settlement Payment.

5. **Waiver of Right to Reinstatement and Future Employment.** In consideration of the Settlement Payment set forth in Section 1 of this Agreement, DARBY waives any rights she may have to reinstatement as an employee of the VILLAGE OF BRATENAHL and/or the VILLAGE OF BRATENAHL POLICE DEPARTMENT. DARBY further agrees that she shall not seek employment with the VILLAGE OF BRATENAHL in any capacity following the
execution of this Agreement. Specifically, the execution of this Agreement shall be good and sufficient cause to reject any application for employment or engagement with the VILLAGE OF BRATENAHL. DARBY agrees that such rejection is contractual and not retaliatory and waives any claims asserting retaliation in any form on that basis.

6. **Joint and Mutual Release of Claims.** This release is intended to be as comprehensive as can be conceived and the law will allow, but applies only to acts arising out of, or relating to, DARBY’s employment with and/or the separation of her employment with the VILLAGE OF BRATENAHL and/or the VILLAGE OF BRATENAHL POLICE DEPARTMENT, and DARBY’s dealings with DEFENDANTS, and the commencement and prosecution of this Litigation. The parties understand that there are various federal, state, and local laws that prohibit employment discrimination and/or retaliation on the basis of, among other things, age, sex, race, color, national origin, religion, and disability, and that these laws are enforced by various government agencies. DARBY, for herself and her heirs, personal representatives, assigns, successors, attorneys, and agents, hereby agrees not to sue DEFENDANTS and each and every one of their current, former and future Council members, employees, elected and appointed officials, representatives, heirs, personal representatives, agents, attorneys, insurers, sureties, related entities and assigns (collectively referred to herein as “the released parties”), and releases and forever discharges the released parties to the fullest extent permitted by law, from any and all lawsuits asserting claims which she now has, or ever had, arising under any federal, state, local or common law, including but not limited to the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act (“OWBPA”), the Equal Pay Act, the Family and Medical Leave Act (“FMLA”), the Americans with Disabilities Act (“ADA”), as amended, and any other federal, state, or local laws prohibiting discrimination such as Ohio Revised Code § 4112 et seq., Title VII of the Civil Rights Act of 1964, federal and state wage laws, and any state civil rights act or employment discrimination act, and she further hereby releases and forever discharges the released parties from any liability for any personal right of recovery of any kind that she now has, or ever had, including the right of reinstatement or the right to recover damages in her own lawsuit or in a lawsuit brought on her behalf by the Equal Employment Opportunity Commission or other equivalent federal or state governmental agency, under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Equal Pay Act, federal and state wage laws, and state civil rights act or employment discrimination act, arising out of, or relating to, DARBY’s employment with and/or the separation of her employment with the VILLAGE OF BRATENAHL and/or the VILLAGE OF BRATENAHL POLICE DEPARTMENT, and DARBY’s dealings with DEFENDANTS.

DARBY, for herself and her heirs, personal representatives, assigns, successors, attorneys, and agents, further hereby releases and forever discharges the released parties from any and all other known or unknown claims, losses, damages, or causes of action that she now has, or ever had, including, but not limited to, claims for breach of an implied or express employment contract, for wrongful discharge, claims for promissory estoppel, claims for intentional and/or negligent infliction of emotional distress, claims for attorneys’ fees and expenses, retirement benefits, pension benefits, vacation pay, severance pay, sick pay, out-of-pocket expenses, emotional distress, defamation, slander or any other legal or equitable claims for violation of any other state or local laws, or the common law, arising out of, or relating to,
DARBY's employment with and/or the separation of her employment with the VILLAGE OF BRATENAHL and/or the VILLAGE OF BRATENAHL POLICE DEPARTMENT, and DARBY's dealings with DEFENDANTS.

This release is comprehensive and includes any claim that DARBY has asserted or could have asserted against DEFENDANTS based upon acts or omissions arising out of, or relating to, DARBY's employment with and/or the separation of her employment with the VILLAGE OF BRATENAHL and/or the VILLAGE OF BRATENAHL POLICE DEPARTMENT, or DARBY's dealings with DEFENDANTS, and that occurred, or that could legitimately and reasonably be alleged to have occurred, before DARBY executes this Agreement. However, this waiver and release does not extend to non-waivable claims such as those relating to vested retirement benefits.

Further, DARBY hereby agrees not to challenge her separation from employment or file any internal grievance against the VILLAGE OF BRATENAHL and/or the VILLAGE OF BRATENAHL POLICE DEPARTMENT, its council members, elected and appointed officials, officers, employees, agents and/or representatives with respect to any matter arising from or in any way related to DARBY's employment or separation of employment with the VILLAGE OF BRATENAHL and/or the VILLAGE OF BRATENAHL POLICE DEPARTMENT, and from continuing effects thereof.

If any claim is not subject to release, to the extent permitted by law, DARBY waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which the VILLAGE OF BRATENAHL and/or THE VILLAGE OF BRATENAHL POLICE DEPARTMENT identified in this Agreement is a party.

DEFENDANTS, for themselves and each and every one of their current, former and future council members, elected and appointed officials, employees, representatives, agents, heirs, personal representatives, assigns, successors, attorneys, insurers, sureties, and related entities, hereby releases and forever discharges DARBY and each of her heirs, personal representatives, assigns, successors, attorneys, and agents, from any and all known or unknown claims, losses, damages, or causes of action that any of them now have, or ever had, including, but not limited to, claims for breach of an implied or express contract, claims for promissory estoppel, claims for breach of any duty, including fiduciary duty, claims for intentional and/or negligent infliction of emotional distress, claims for attorneys' fees and expenses, vacation pay, severance pay, sick pay, out-of-pocket expenses, emotional distress, defamation, slander, abuse of process, malicious prosecution or any other legal or equitable claims for violation of any other state or local laws, or the common law, arising out of, or relating to, DARBY's employment with and/or the separation of her employment with the VILLAGE OF BRATENAHL and/or the VILLAGE OF BRATENAHL POLICE DEPARTMENT, DARBY's dealings with DEFENDANTS, or the commencement and prosecution of the Litigation.

This release is comprehensive and includes any claim that DEFENDANTS, their current, former and future council members, elected and appointed officials, employees, representatives, agents, heirs, personal representatives, assigns, successors, attorneys, insurers, sureties, and
related entities have asserted or could have asserted against DARBY, based upon acts or
omissions that arise out of, or relate to, DARBY’s employment with and/or the separation of her
employment with the VILLAGE OF BRATENAHL and/or the VILLAGE OF BRATENAHL
POLICE DEPARTMENT, or DARBY’s dealings with DEFENDANTS, and that occurred, or
that could legitimately and reasonably be alleged to have occurred, before DEFENDANTS
execute this Agreement, or the commencement or prosecution of the Litigation.

The Parties acknowledge that they might hereafter discover facts different from or in
addition to those they now know or believe to be true with respect to the released claims and they
expressly agree to assume the risk of possible discovery of additional or different facts, and
further agree that the Agreement shall be and remain effective in all respects regardless of such
additional or different discovered facts.

7. **Medicare Compliance.** DARBY represents and warrants that she (a) is not
currently entitled to Medicare benefits, (b) was not entitled to Medicare benefits during all times
relevant to the claims in the Litigation as well as the execution of this Agreement, and (c) does
not reasonably expect to qualify for Medicare coverage within thirty (30) months of executing
this Agreement. Settlement Payment is contingent on Medicare compliance (if necessary) up
through and including receipt of the final demand letter from Medicare/CMS, if applicable.

8. **Non-Disparagement / Neutral Reference.** Except as otherwise stated herein,
DARBY agrees to refrain from doing or saying anything to disparage DEFENDANTS.
DEFENDANTS agree to refrain from doing or saying anything to disparage DARBY. Should
the VILLAGE OF BRATENAHL and/or the VILLAGE OF BRATENAHL POLICE
DEPARTMENT receive any future inquiries from potential employers, the VILLAGE OF
BRATENAHL and/or the VILLAGE OF BRATENAHL POLICE DEPARTMENT will state
only DARBY’s job titles, dates of employment, and final wage information. Nothing herein
shall preclude the right of any Party to truthfully respond to any request for information by any
government or law enforcement agency, or to testify truthfully pursuant to a subpoena or court
order.

9. **Interpretation.** Should any court of competent jurisdiction declare any provision
of this Agreement unenforceable, all other provisions of this Agreement shall not be affected and
will remain enforceable to the extent the intent of the Parties is preserved. The Parties agree that
they have fully negotiated the terms of this Agreement and that its terms, provisions, and
conditions shall not be interpreted or construed against either Party.

10. **No Admission of Wrongdoing.** The Parties have entered into this Agreement as
a compromise to resolve disputed claims. Neither the fact of this Agreement nor any of its parts
shall be construed as an admission of wrongdoing, liability, defense, or that any fact or allegation
asserted by either Party was true. The Parties expressly deny any wrongdoing.

To this end, the settlement of the Litigation, the negotiation and execution of this
Agreement, and all acts performed or documents executed pursuant to or in furtherance of the
Agreement: (i) are not and will not be deemed to be, and may not be used as, an admission or
evidence of any wrongdoing or liability on the part of DARBY or DEFENDANTS, or of the
truth of any of the allegations by DARBY or DEFENDANTS; and (ii) are not and will not be
deemed to be, and may not be used as an admission or evidence of any fault or omission on the
part of DARBY or DEFENDANTS in any civil, criminal or administrative proceeding in any
court, arbitration forum, administrative agency, or other tribunal.

Further, except for the limited purpose of enforcing the Parties' contractual rights and
obligations under this Agreement, this Agreement, and any negotiations or proceedings relating
to it, shall not be described as, construed as, used, offered or received against any Party as an
admission, or as evidence of an admission: (a) of the merits or lack thereof of the claims or
defenses asserted by either Party, or (b) of any liability, negligence, fault, breach of duty,
wrongful act, misrepresentation or omission, violation of any law or statute of any jurisdiction,
or wrongdoing of or by either Party, or (c) that DARBY, DEFENDANTS, or any other person or
entity has in fact suffered any damage, or that any Party is liable to the other or to any person or
entity for any reason. This Agreement merely constitutes a compromise and settlement of
disputed claims.

Pursuant to Ohio Rule of Evidence 408 and any similar provisions under the laws of any
state, neither this Agreement nor any related documents filed or created in connection with this
Agreement will be admissible in evidence in any proceeding, except as necessary to approve,
interpret or enforce this Agreement.

11. **Governing Law; Jurisdiction.** This Agreement shall be governed by and shall
be interpreted in accordance with the laws of the United States and the State of Ohio, and the
Parties hereby consent to the personal jurisdiction and venue of the Cuyahoga County, Ohio,
Court of Common Pleas to decide any dispute arising out of or related to this Agreement or any
alleged breach hereof.

12. **Effect of Agreement.** This Agreement may be pleaded as a full and complete
defense to, and may be used as the basis for an injunction against any action, suit or other
proceeding which is instituted, prosecuted or attempted in breach of this Agreement.

13. **Entire Agreement.** This Agreement sets forth the entire agreement and
understanding between the Parties and supersedes any prior oral or written agreements or
understandings between them regarding its subject matter. The Parties acknowledge that they
have not relied on any promises, or agreements of any kind made to the other in connection with
their respective decisions to make this Agreement, except for those set forth in this Agreement.

14. **Right to Representation, Consideration Time and Revocation Period.**
DARBY acknowledges that she has had the opportunity to review this Agreement and is
encouraged to consult with legal counsel prior to executing this Agreement to ascertain whether
she has any potential rights or remedies which are being waived and released by her execution of
this Agreement. Consistent with the ADEA, this Agreement was first given to DARBY on
February ____, 2022. DARBY has twenty-one (21) calendar days during which to review and
consider this offer. In the event DARBY signs and returns the Agreement before that time,
DARBY certifies, by such execution, that she knowingly and voluntarily waives the right to the
full twenty-one (21) days, for reasons personal to DARBY, with no pressure by the
DEFENDANTS to do so. DARBY further understands that she may revoke this Agreement for a period of seven (7) calendar days following her execution of the Agreement. DARBY understands that any revocation, in order to be effective, must be: (1) in writing and either postmarked within seven (7) days of DARBY's execution of the Agreement and addressed to Sara Ravas Cooper, Esq., counsel for DEFENDANTS, WALTER | HAVERFIELD LLP, 1301 E. 9th Street, Cleveland, Ohio 44114. If revocation is by mail, certified mail, return receipt requested is required to show proof of mailing.

15. Assignment of Claim / Authority.

A. DARBY warrants and represents that she has not assigned, transferred, or conveyed any claim that she may have against the DEFENDANTS to any other entity or person.

DARBY further represents and warrants that: (i) she is properly and fully authorized and empowered to enter into and execute this Agreement; (ii) she knows of no contractual commitment or legal limitation of, impediment to, or prohibition against her entry into this Agreement; and (iii) the Agreement is legal, valid and binding upon her.

B. DEFENDANTS warrant and represent that they have not assigned, transferred, or conveyed any claim that they may have against DARBY to any other entity or person.

DEFENDANTS further represent and warrant that: (i) they are properly and fully authorized and empowered to enter into and execute this Agreement; (ii) they know of no contractual commitment or legal limitation of, impediment to, or prohibition against their entry into this Agreement; and (iii) the Agreement is legal, valid and binding upon them.

16. Additional Important Representations and Agreements. Each Party further represents, warrants, and agrees as follows:

(a) Payment of All Wages. DARBY has been paid all wages and accrued paid time off for which she was (or may claimed to be) eligible and that no further amounts are due and owing to DARBY, and DARBY is accepting the Settlement Payment in full accord and satisfaction of, and waiver of, claims or potential claims by DARBY to the contrary.

(b) No Workplace Injuries; No Administrative Charges Filed. DARBY represents that, as of the date this Agreement was executed, she (a) has not filed claims as to any workplace injury arising out of her employment at the VILLAGE OF BRATENAHLS and/or the VILLAGE OF BRATENAHLS POLICE DEPARTMENT, and is hereby waiving any claims that she suffered any workplace injury in accepting the Settlement Payment, and (b) has not filed any charges wth the Equal Employment Opportunity Commission, Ohio Civil Rights Commission, or any other administrative
agency arising out of her employment at the VILLAGE OF BRATENAHl
and/or the VILLAGE OF BRATENAHl POLICE DEPARTMENT.

17. **Waiver.** The failure or delay of any Party in exercising his/its/their rights under
this Agreement in any instance shall not constitute a waiver or estoppel as to such rights in that,
or any other, instance. Any Party shall not be deemed to have waived any rights under this
Agreement except by a writing signed by that Party.

18. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon
DARBY and DEFENDANTS as well as to each of their predecessors, successors, assignors
(whether express, implied, or by operation of law) related and affiliated entities, heirs, executors,
administrators, and the former, current, and future members, employees, elected or appointed
officials, representatives, attorneys, agents, insurers, sureties, and assigns of each of them.

19. **Validity.** If any provision or portion of a provision of this Agreement is declared
null and void or unenforceable by a court or tribunal having jurisdiction, the validity of the
remaining parts, terms, or provisions of the Agreement shall not be affected thereby and such
illegal or invalid part, term, or provision shall be deemed not to be part of the Agreement.

20. **Notice**

Any notice, demand, or communication to be made under or with respect to this
Agreement shall be in writing and shall be addressed as follows:

If to DEFENDANTS:

Sara Ravas Cooper, Esq.
WALTER | HAVERFIELD LLP
1301 East 9th Street, Suite 3500
Cleveland, Ohio 44114
Email: scooper@walterhav.com

With a copy to:

David J. Matty, Village Solicitor (or his successor)
MATTY, HENRIKSON & GREVE LLC
1001 Lakeside Ave, – Suite 1410
Cleveland, Ohio 44114
Email: dmatty@mhglegal.com
If to DARBY:

Lewis A. Zipkin, Esq.
Kevin M. Gross, Esq.
ZIPKIN WHITING CO. L.P.A.
The Zipkin Whiting Building
3637 South Green Road – 2nd Floor
Beachwood, Ohio 44122
Email: zfwlpa@aol.com
Email: kgross.zipkinwhiting@gmail.com

THE PARTIES, EACH REPRESENTED BY COUNSEL, ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS PROVISIONS. THEY FURTHER ACKNOWLEDGE THAT HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOOSING AND DECLARE AND ACKNOWLEDGE THAT NO PROMISES OR AGREEMENTS NOT HEREBY EXPRESSED OR CONTAINED HEREIN HAVE BEEN MADE TO THEM, AND THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE PARTIES FURTHER UNDERSTAND THAT ONCE THEY SIGN BELOW, THIS DOCUMENT WILL BECOME A LEGALLY ENFORCEABLE AGREEMENT UNDER WHICH THEY WILL BE GIVING UP RIGHTS AND CLAIMS THEY MAY HAVE, ON THE TERMS STATED IN THIS AGREEMENT. THE PARTIES AFFIRM THAT THEY ARE SIGNING THIS AGREEMENT OF THEIR OWN FREE AND VOLUNTARY WILL.

This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall constitute an original, but all of which taken together shall constitute only one Agreement.

Date

SHANNON DARBY

Date

KEITH BENJAMIN, President Pro Tempore
Village of Bratenahl Council (On behalf of the Village of Bratenahl and Village of Bratenahl Police Department)
CHRISTOPHER “JAKE” MESSINGER
(in his individual and official capacity)

DAVID LISK
(in his individual and official capacity)

DOMINIC SORIC
(in his individual and official capacity)

RYAN DURAND
(in his individual and official capacity)

RICHARD DOLBOW
(in his individual and official capacity)

JOHN LICASTRO
(in his individual and official capacity)
IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

SHANNON DARBY,  

Plaintiff,  

v.  

CHRISTOPHER "JAKE" MESSINGER, et al.,  

Defendants.  

CASE NO. CV 19 922757  
JUDGE RICHARD A. BELL

STIPULATED NOTICE OF DISMISSAL WITH PREJUDICE

Pursuant to Civ.R. 41(A)(1)(b), Plaintiff, Shannon Darby, hereby dismiss her claims against Defendants, the Village of Bratenahl Police Department, Christopher "Jake" Messinger, David Lisk, Dominic Soric, Ryan Durand, Richard Dolbow, and John Licastro (collectively, "Defendants"), (Plaintiff and Defendants, the "Parties"), with prejudice. The Parties will each pay their own attorneys' fees and associated expenses as well as court costs. The Parties further agree and request that the Court enter an Order retaining jurisdiction over the Parties' settlement of this matter to the extent applicable and necessary.
Respectfully submitted,

/s/ Kevin M. Gross (per email consent xx/xx/22)
Lewis A. Zipkin (Reg. No. 0030688)
Kevin M. Gross (Reg. No. 0097343)
ZIPKIN WHITING CO. L.P.A.
The Zipkin Whiting Building
3637 South Green Road – 2nd Floor
Beachwood, Ohio 44122
Phone: 216-514-6400
Fax: 216-514-6406
zfwlpa@aol.com
kgross.zipkinwhiting@gmail.com

Attorneys for Plaintiff,
Shannon Darby

/s/ Sara Ravas Cooper
Sara Ravas Cooper (Reg. No. 0076543)
Email: scooper@walterhav.com
Direct Dial: 216-928-2898
James M. McWeeney II (Reg. No. 0088341)
Email: jmcweeney@walterhav.com
Direct Dial: 216-928-2959
WALTER | HAVERFIELD LLP
1301 E. Ninth Street, Suite 3500
Cleveland, OH 44114

~ and ~

VILLAGE OF BRATENAHL

/s/ David J. Matty
David J. Matty, Village Solicitor
(Reg. No. 0012335)
Email: dmatty@mhglegal.com
Direct Dial: (216) 621-6570 (Ext. 111)

MATTY, HENRIKSON & GREVE LLC
1001 Lakeside Ave. – Suite 1410
Cleveland, Ohio 44114

Attorney for Defendants,
Village of Bratenahl Police Department,
Christopher “Jake” Messinger, David Lisk,
Dominic Soric, Ryan Durand, Richard Dolbow, and
John Licastro
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Stipulated Notice of Dismissal With Prejudice was served electronically this ___ day of __________, 2022. Notice of this filing will be sent to all parties by operation of the Court’s electronic filing system. Parties may access this filing through the Court’s system.

/s/ Sara Ravas Cooper
Attorney for Defendants
RESOLUTION NO: 1245

INTRODUCED BY:

A RESOLUTION ACCEPTING THE PROPOSAL OF DS ARCHITECTS FOR A FEASIBILITY STUDY FOR A PROPOSED NEW VILLAGE CENTER AND DECLARING AN EMERGENCY

WHEREAS, upon the recommendation of the Village Architect, the Council desires to accept the proposal of DS Architects for a feasibility study for a proposed new Village Center.

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

SECTION 1. The proposal of DS Architects for a feasibility study for a proposed new Village Center, in an amount not to exceed thirty-one thousand, three hundred dollars ($31,300.00,) is hereby accepted, a copy of which proposal and related documentation is attached hereto as Exhibit “A” and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Village Fiscal Officer is hereby authorized to expend funds from the Capital Improvement Fund necessary to complete this expenditure. The Village Fiscal Officer 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 Village 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 inhabitants of the Village of Bratenahl by reason of the need for the timely submission of a necessary feasibility study for the development of a Village Center; wherefore, this Resolution shall be in full force and effect from and immediately after its adoption.

PASSED:

APPROVED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer
STATEMENT OF QUALIFICATIONS
for Architectural Services
FIRM PROFILE

In 1983, David Sommers founded our firm on the simple value of “people come first.” In 2010, inspired by the notion of a firm rooted in culture, Jeffrey Meyers became a partner with hopes of providing others the opportunity to truly enjoy the architectural profession. In 2011 the firm supplemented culture with design by hiring Eric Pros, who embraces and emphasizes the principle that design matters. Today the firm considers itself a culture-based design firm, led by six studio directors with diversity of thought, typology, and approach. Together we strive to shape the world by inspiring the next generation of architectural professionals to embrace an unparalleled commitment to both culture and design.

DS Architecture currently employs 19 team members, including 11 licensed professionals and 8 technical and administrative staff

STUDIOS

Over the years, the firm’s breadth of experience in multiple architectural design disciplines has led to the development of five studios:

Public Safety | Civic Architecture
Historic Preservation | Adaptive Reuse
Healthcare
Higher Education
Hospitality

OUR PROVEN PROCESS

Our ultimate purpose is to inspire together.

We strive to cultivate an environment of trust and genuine care, where everyone is committed to knowledge. This has generated a firm of dedicated and unabashedly collaborative people who enjoy working together and bringing out the best in each other. We are never finished improving. We pursue excellence on every project and are transformed by each experience.

We are organized internally to respond to change and growth, and to foster innovation and creativity. Guided by our shared core values, we each contribute our talents and strengths to the whole. Leaders support and mentor individual development, promoting the advancement of the entire organization.

Our projects are a testament to our values and tell our story.
OUR CULTURE

WHO WE ARE
David Sommers founded the firm on a principle that remains essential today - family.

We are a family that works together and grows together; we are rewarded by the process of creating architectural design excellence together (and we have a lot of fun along the way).

OUR CORE VALUES

FAIRNESS
Our way is fair and benefits all concerned. We operate by understanding that everyone is a true team player, working for the greater good of all. We expect everyone to stay humble and take the initiative to contribute when help is needed.

TRUSTWORTHINESS
We believe that trusting and empowering each other will lead us all to success. We expect honesty and integrity. We own up to mistakes, recognize our strengths and acknowledge our weaknesses, so that we can improve together.

CONVICTION
We possess a passion to solve any problem and accomplish any challenge. From engaging in the design process to positively receiving criticism, we persevere and face obstacles head on for the greater good of all.

COLLABORATION
Teamwork is paramount to our design process and enhances solutions to complex problems. We expect everyone to share ideas and experiences, and to listen to the contributions of others. None of us is as smart as all of us, and from the smallest voices may come the biggest ideas.

COMMITMENT TO KNOWLEDGE
We are always eager to learn and willing to teach; this differential core value continually pushes us to the forefront of our industry. We seek out growth opportunities and use our knowledge to lead and inspire.
WHY

INSPIRING TOGETHER
By engaging others through the architectural design process, we aspire to spark imagination, creativity, and originality in ourselves and others.

HOW

Idea Conception | Idea Exploration | Idea Refinement | Idea Finalization | Idea Realization

WHAT

ARCHITECTURAL DESIGN EXCELLENCE
We strive to ignite the passion for design in everyone involved while developing innovative solutions for the built environment.

OUR PROMISE

We maximize client involvement, from design conception to the final stages of construction. We encourage clients to join our design team, reviewing and approving every major milestone of the architectural process.
OUR DESIGN PHILOSOPHY

We listen. We encourage the sharing of information, ideas and goals to determine what we call the Critical Success Factors. This collection of information at the outset of the process lays groundwork for a solution that best meets the 4 main drivers of any project: budget, schedule, programming and aesthetics. We as Architects continue to push for the solution that correctly balances these.

We lead. We guide discussion and promote collaboration between all team members to generate the best possible solution. We lead an internal design charrette at the half-way point of the design phase for peer review, and an open charrette at the end of the design phase to encourage participation by the owner.

We innovate. Every project is unique. Reaching the optimal solution for each, requires a team committed to studying, assessing and developing the most efficient and enduring design.
OUR TEAM

JEFFREY MEYERS
AIA, NCARB, LEED AP BD+C
Owner/CEO
Studio Director
Public Safety | Civic Administration

ERIC PROS
AIA, MBA
Director of Design
Studio Director
Historic Preservation | Adaptive Reuse

FELICIA LEWIS
Chief Operating Officer

CLIFFORD BROWN
RA, NCARB
Studio Director
Hospitality

DAVID POTTS
AIA, ACHA, LEED AP
Studio Director
Healthcare

LUCAS KRAFT
RA, NCARB, EDAC, LEED AP
Studio Director
Higher Education

VICKY KRAFT
RA, NCIDQ, IIDA
Director of Interiors - Project Manager

ADAM URBANSKI
RA, NCARB
Project Manager

JOSH GROSS
AIA, LEED AP BD+C, Assoc. DBIA
Project Manager

KRISTEN MARA
NCIDQ, IIDA, WELL AP
Project Designer

AMANDA CARTER
RA, LEED AP BD+C
Dir. of Sustainability
Project Manager

ANDY LANIER
Director of Revit
Project Designer

JUSTIN GLEASON
M3A, ASSOC. AIA
Director of Operations
Project Designer

IMANI YOUNG
Project Designer

AMIR ALLENBY
Project Designer

PHIL LANIER
Director of Marketing & Business Development

LAUREN ARGYROS
Marketing & Business Development Associate
JEFFREY G. MEYERS | AIA, NCARB, LEED AP BD+C
PRINCIPAL IN CHARGE | STUDIO DIRECTOR, PUBLIC SAFETY
AND CIVIC ARCHITECTURE
CAREER: 22 YEARS

With over 20 years of experience in the field of Architecture, Jeff offers confidence and knowledge when managing projects. Jeff leads with his ability to develop higher level concepts and prompts the design team and project stakeholders to explore solutions that meet the comprehensive needs of the facility and its users. As principal-in-charge, he consistently coordinates the project team to complete projects within the project scope, under budget and on time.

SELECTED EXPERIENCE
City of Cleveland - Cleveland, OH
Owner's Representative for New Police Headquarters

City of Westlake - Westlake, OH
Westlake Center for Community Services

City of Kent - Kent, OH
Administration Feasibility Studies and design of new Police Building

City of Bainbridge - Bainbridge, OH
City Hall Council Chambers Renovation and Maintenance Buildings

Cuyahoga Community College - Parma Heights, OH
Public Safety Training Center Phase 2 - New Tactical Village

City of Sandusky - Sandusky, OH
Police, Court, & City Hall Feasibility Study

Newbury Township - Newbury, OH
Levy Assistance Services and Fire Station Renovation/Addition

City of Tallmadge - Tallmadge, OH
Fire Department Needs Assessment

City of Hudson Public Works - Hudson, OH
Public Works Needs Assessment & Feasibility Study

Village of Newburgh Heights, OH
New Safety & Administration Building

University of Akron Police - Akron, OH
Relocation and renovation of two existing entities on campus

Appalachian Recovery Project - Hocking County, OH
Hocking County Correctional and Rehabilitation Facility
ERIC F. PROS  |  AIA, MBA, CPTED
DIRECTOR OF DESIGN
HISTORIC PRESERVATION  |  ADAPTIVE REUSE STUDIO DIRECTOR

Eric is an integral part of the project team from conceptual design through construction documents. His undying passion for the design process prompts collaboration across team members and disciplines for unique innovative solutions. Eric aspires to inspire, and his commitment to the practice is an inspirational force that brings out the best in everyone he works with. His belief in the transformative power of education has led him to teach BIM/3D modeling courses at the College of Architecture and Environmental Design at KSU.

EDUCATION
Master of Business Administration, 2011,
Kent State University

Master of Architecture, 2011,
Kent State University

Bachelor of Science in Architecture, 2009,
Kent State University

STATE & NATIONAL CERTIFICATIONS
State of Ohio Registered Architect: License No. 1516437

Crime Prevention Through Environmental Design (CPTED)

Demonstrative Evidence Expert with Shooting Reconstruction Certificates from West Virginia University & Northwestern University

AFFILIATIONS
American Institute of Architects (AIA) Akron Chapter President

Kent Junior Chamber of Commerce

AWARDS
Mover & Shaker Award 2019 - Cleveland Professional 20/30 Club

Emerging Talent Award 2019 - AIA Akron

SELECTED EXPERIENCE
City Of Euclid - Euclid, OH
Feasibility Study For New Safety Village

City of Broadview Heights - Broadview Heights, OH
New Fire Station Design

Newbury Township - Newbury, OH
Levy Assistance Services and Fire Station Renovation/Addition

City of Bainbridge - Bainbridge, OH
City Hall Council Chambers Renovation and Maintenance Buildings

Northfield Center Township - Northfield Center, OH
Design Of New Fire Station

The Village of Hartville - Hartville, OH
New Village Police Station Adaptive Reuse

City Of Lakewood - Lakewood, OH
Fire Station Addition and Police Station Jail Improvements

City of Kent - Kent, OH
Administration Feasibility Studies and design of new Police Building

Westfield Fire Station - Westfield Center, OH
Criteria Design for new Fire Station

L.N. Gross Building - Kent, OH
Adaptive Reuse, National Register of Historic Places, LEED Certified

Highfields Event Center - Hudson, OH
Highfields Event Center

City of Westlake - Westlake, OH
Westlake Center for Community Services
EDUCATION
Bachelor of Science in Architecture, 2010 Illinois Institute of Technology

CERTIFICATIONS
Licensed Architect: Illinois, Ohio
LEED AP BD+C
Associate Design Build Professional: Design-Build Institute of America
NCARB

JOSHUA GROSS | AIA, LEED AP BD+C, Assoc, DDIA
PROJECT MANAGER

CAREER: 10 YEARS
Josh joins us after spending the majority of his career with one of the largest Public Safety firms in the country. During his time there he managed very large Police, Fire, and Corrections projects with high levels of complexity. One of the aspects of being an Architect and Project Manager that Josh is most interested in, is piecing together all of the moving parts and issues so that the project runs smoothly. He also worked on one of the largest Cvc Design Build projects in the country, the Portland Building. Recently he worked for the City of Cleveland, managing projects of all sizes and typologies.

SELECTED EXPERIENCE
City Of Euclid - Euclid, OH
Feasibility Study For New Safety Village

Newbury Township - Newbury, OH
Levy Assistance Services and Fire Station Renovation/Addition

Northfield Center Township - Northfield Center, OH
Design Of New Fire Station

The Village of Hartville - Hartville, OH
New Village Police Station Adaptive Reuse

City of Cleveland - Cleveland, OH
Owner’s Representative for New Police Headquarters

Lonnie Burten Recreation Center - Cleveland, OH*
City of Cleveland, Department of Public Works

West Side Market Capital Improvements - Cleveland, OH*
City of Cleveland, Department of Public Works

Public Auditorium Music Hall Interior Renovation - Cleveland, OH*
City of Cleveland, Department of Public Works

Willard Park Garage - Phase 3 Improvements - Cleveland, OH*
City of Cleveland, Department of Public Works

West Side Market Arcade Entrance Improvements - Cleveland, OH*
City of Cleveland, Department of Public Works

New Police Headquarters - Salem, OR*
104,000 SF HQ included Crime lab, Holding Facilities, Training Rooms, Etc.
AMANDA E. CARTER, RA, LEED AP BD+C
DIRECTOR OF SUSTAINABILITY

CAREER: 15 YEARS
Amanda will provide architectural technical support and consultation in an effort to implement as many green/LEED-certified elements as possible. She will be available to the team throughout schematic design, design development and construction documents. Amanda keeps up to date on current LEED expectations, Ohio Building Code (OBC) requirements, and North East Ohio Revit User Group (NEORUG) meetings to keep our firm current on new standards and updated software.

EDUCATION
Master of Architecture, 2005, Kent State University
Bachelor of Science in Architecture, 2004, Kent State University

STATE & NATIONAL CERTIFICATIONS
State of Ohio Registered Architect: License No. 1416168
U.S. Green Building Council (LEED Accredited Professional BD+C)

SELECTED EXPERIENCE
City of Cleveland - Cleveland, OH
New Police Headquarters New Build
Seeking LEED v4 Silver Certification

City of Kent - Kent, OH
Kent Police Station New Build
LEED Silver Certified

Rennassaince 2000 - Kent, OH
LN Gross Building Renovation
LEED v4 Interior Design & Construction Certified

Kent State University - Kent, OH
Aeronautics & Engineering Building Addition
Seeking LEED v4 Silver Certification

Kent State University - Kent, OH
Rockwell Hall Fashion Building Renovation/Addition
Seeking LEED v4 Silver Certification

Cuyahoga Community College - Multiple Locations
Public Safety Training Center New Build - Seeking LEED v4 Silver Certification
East Education Center Renovation
Multicultural Center Renovations

Hiram College - Hiram, OH
Hinsdale Hall Renovation
Seeking LEED v4 Silver Certification

Case Western Reserve University - Cleveland, OH
Michelson Residence Hall Renovation
Seeking LEED v4 Silver Certification

Columbus State Community College - Columbus, OH
Union Hall Renovation

AFFILIATIONS
2030 District - Cleveland
Kent Creativity Festival - DS Architecture Chair
EDUCATION
Bachelor of Arts in Interior Design, Kent State University

STATE & NATIONAL CERTIFICATIONS
National Council for Interior Design Qualifications (NCIDQ)

WELL Accredited Professional (WELL AP)

AFFILIATIONS
International Interior Design Association (IIDA) Associate - OH/KY Chapter

KRISTEN L. MARA | NCIDQ, IIDA, WELL AP
INTERIOR DESIGN | TECHNICAL STAFF

CAREER: 5 YEARS
Kristen is an interior designer who supports project development through each design phase, and is responsible for ensuring the interior design of a space balances aesthetic, functionality and budget requirements specific to the prescribed use and layout. Kristen’s portfolio contains a wide range of police, fire and community based projects. Kristen will provide design development, finish specifications, and furniture selection.

SELECTED EXPERIENCE
Westfield Township - Westfield, OH
Fire Station Needs Assessment

City of Kent - Kent, OH
Administration Feasibility Studies and design of new Police Building

City of Cleveland - Cleveland, OH
New Police Headquarters

Cuyahoga Community College - Parma Heights, OH
Western Campus Public Safety Training Center Ph.2 - New Tactical Village

City of Tallmadge - Tallmadge, OH
Fire Department Needs Assessment

City of Sandusky - Sandusky, OH
City Hall & Justice Center Feasibility Study

City of Westlake - Westlake, OH
Westlake Center for Community Services

University of Akron - Akron, OH
Relocation and renovation of two existing entities on campus
General Lab Renovations for Olson, Goodyear, and Auburn Science Buildings

Kent State University - Kent, OH
Terrace Hall 2nd Floor - Criteria Design
Lake & Olson Halls Improvements

Saint Albert the Great Parish - North Royalton, OH
Center Addition and Alterations

HOLA - Painesville, OH
Community Kitchen and Community Center

Coleman Professional Services
Feasibility Studies - Warren and Canton, OH
NOTABLE AFFILIATIONS

DS Architecture is dedicated to keeping current on best practices and needs of public officials. Our team has been active with the Ohio Association Chiefs of Police and the Ohio Fire Chief’s Association since 2011 in the capacity of sponsor, speaker, and exhibitor.

Additionally, DS Architecture has been actively involved with the Station Design Conference. Most recently, Eric Pros has served as an award judge and will be presenting at the upcoming 2021 national conference next May. This important conference covers the latest in station design innovations, technology and healthy concepts. Attendees include fire and police officials, officers, city managers and architects, gathered together to share insights, new ideas and best practices in effective and efficient station design. DS Architecture is viewed as a thought leader in the safety facility community.
PUBLIC SAFETY | CIVIC EXPERIENCE

We design for service and safety.

Public facilities belong to the community. Our projects for public entities reflect our dedication to designing buildings that invite and welcome the citizens they serve and that protect and support those who work in them.

Engaging all critical parties in the process of design produces a building that works and that is a source of community pride. Our studio team leads this collaboration and guides the process with expertise and confidence that is grown from experience.

The list of projects on this page demonstrates the variety of scope, size, and budget we have been responsible for managing and designing.

Our 35 year history of working with local municipalities and townships has provided us valuable insight into the unique workings of local governments and the pride that you take in serving your community. We understand that you are stewards of public dollars; and that you are entrusted to use these funds for the full benefit of the citizens in your community. Efficient and conscientious use of these funds is a responsibility that we take seriously.
City of Kent Police Building / Site Feasibility Studies
Kent, Ohio

Project size: 32,000 SF
Start Date: 2014
Completion Date: 2018
Construction Cost: $17.1 M
Contact: Melanie Baker, Public Service Director | 330.678.8105

PROJECT INFORMATION
DS Architecture has a 15-year history of working with the City of Kent Safety Forces on projects at both the Police Station and Fire Station. Following the completion of numerous feasibility and needs studies for the city, DS Architecture was selected as the most qualified architect for the design and construction of a new 32,000 SF police facility. The project is LEED Certified Silver.

PROJECT SCOPE
Scope includes existing conditions surveys, site analysis study, feasibility studies, needs assessments, schematic site planning, conceptual designs, representational renderings, and budget analysis.

FIRM’S ROLE IN PROJECT
DS Architecture performed full architectural and construction administration services for this project.

TEAM MEMBERS
Jeffrey Meyers, Eric Pros, Kristen Pleat,
City of Sandusky Justice Center Needs Assessment
Sandusky, Ohio

Design Start: April 2016
Study Completion: July 2015
Project size: 42,500 SF
Client Contact: Aaron Klein, Director of Public Works; 419.627.5829, aklein@ci.sandusky.oh.us

PROJECT INFORMATION
The focus of the needs assessment study was to identify deficiencies in the City of Sandusky’s existing City Hall, utilized by the City Administration Offices, Police Station and Municipal Court, and to determine the City’s current and future facility needs for each of these services. The study provides actionable findings to inform the implementation of a critical piece set out in the Bicentennial Vision Comprehensive Plan and Strategic Plan, adopted in early 2016. Often, public redevelopment of this scale can be the catalyst for additional public/private redevelopment and revitalization. This report concluded in five possible outcomes which combine a variety of options between renovation, addition and relocation.

PROJECT SCOPE
The deficiency summary included site analysis, code conformance evaluation and physical deficiencies, including building envelope, systems and functions. A space needs assessment was completed to document the current and future spatial needs of all three municipal functions to be utilized in site selection. DS Architecture conducted a Site Attribute Matrix each for the Administration Building and the separate Justice Center. Each matrix evaluated three possible sites as a combination of renovation, addition or relocation. Within the executive recommendation, DS Architecture took into account the disruption of the service to the public, the potential of unknown costs, opportunity costs, and consistency with the Bicentennial Plan. The City Commission unanimously approved the executive recommendation to further study the relocation of all services.

FIRM’S ROLE IN PROJECT
DS Architecture conducted a series of meetings and interviews with key personnel, field verified and documented the deficiencies of the existing facility, and evaluated previous assessment studies that had been completed for this facility. The available studies were reviewed to help determine applicable room sizes, adjacencies, efficiencies, and programmatic needs to be carried through to the current assessment.
**Tri-C Public Safety Training Center**
Parma Heights, Ohio

Project Size: 11.2 acre tactical village  
Start Date: 2017  
Completion Date: 2020  
Construction Cost: $13M (On Budget)  
Delivery Method: Design Bid Build  
Client Contact: John Lang, Director of Construction, Planning, & Design | 216.987.4882, john.lang@tri-c.edu

**PROJECT INFORMATION:** The Public Safety Training Center at Tri-C Western Campus is receiving a new tactical village for emergency response training purposes for fire and police forces.

**SCOPE OF SERVICES:** The village will include seven new buildings for emergency response training: a 4-room motel, a bank, a gas station with 2 pumps, a retail store, and 2 houses grouped around a street with a cul-de-sac at one end. Three new exterior training props will also be provided on the site as well as two additional new buildings: a 5,200 SF Shoot House and an 8,100 SF Vehicle Storage Building.

**FIRM’S ROLE IN PROJECT**  
DS Architecture performed complete building design, bidding and negotiating assistance, and construction administration.

**TEAM MEMBERS**  
Jeffrey Meyers, Eric Pros, Kristen Mara
Hartville Police Station Adaptive Reuse
Hartville, Ohio

Project size: 6,000 SF
Design Start Date: 2020
Construction Completion Date: 2022

PROJECT INFORMATION
The Village of Hartville began the planning process for the construction of a new Police Station in 2017 with a programming needs assessment and feasibility study completed by DS Architecture.

PROJECT SCOPE
DS Architecture is currently designing a brand new 6,000 SF Police Station to fit into an existing building complex. This will provide a long term home for the Police Department. The building is designed to be functional and expandable to accommodate for future growth. This project also includes accommodating the new requirement for a storm shelter.

FIRM’S ROLE IN PROJECT
DS Architecture is providing full architectural services including FF & E from Schematic Design – Construction Administration. DS Architecture also provided an analysis of the existing building and campus for project feasibility.
**Cleveland Police Headquarters - Owner's Advisor**

Cleveland, Ohio

Design Start: 2020/Ongoing  
Construction Completion: TBD  
Project size: 180,000+ SF  
Construction Cost: $110+M  
Contact: Joellen O'Neill - Deputy Chief Executive Officer Cleveland Police  
216-857-1127

**PROJECT INFORMATION**

DS Architecture is teamed with PCS Construction to provide professional services for Owner’s Advisor’s for the new City of Cleveland Police Headquarters. CDP will be vacating their current headquarters located in the Cuyahoga County Justice Center and building a new headquarters campus. Previously spread out over 8 facilities across Cleveland, this new consolidated campus is planned to be located on approximately 10.5 acres at the northwest corner of the intersection of E. 75th St. and the Opportunity Corridor. As the Architectural Owner’s Representative DS Architecture is providing insight to the Police Station design and construction. Specifically, our team has been responsible for coordinating Design and Construction Document Review, Cost Evaluation & Value Engineering, Contract Evaluation, Construction Schedule Review, Construction Administration & Observation, FF&E inventory, and Sustainability/LEED Certification efforts.

Recently we’ve been asked by the CPD to perform property assessments and feasibility studies for multiple properties in order to explore some alternate site/location options. We are serving as Owner Advisor for the implementation of two alternate sites. Previously, DS Architecture worked as an Owner’s Advisor when the City of Cleveland explored renovating the Plain Dealer Headquarters for the same purpose.
Safety And Administration Building Adaptive Reuse
Village of Newburgh Heights, Ohio

Project size: 11,600 SF
Start Date: 2014
Completion Date: 2016
Construction Cost: $2.3M
Client Contact: Mayor Trevor Elkins, 216.641.4650 ext. 2150

PROJECT INFORMATION
The Village of Newburgh Heights was in need of a new location for its Administrative offices, Municipal Court, and Safety Department. Previously, the Administrative offices and Court were located in a rented space within one of the local schools buildings. Keeping court and office visitors out of the school areas posed certain security challenges, and as the need grew for the school to reclaim that space, the Village began their search for a new location. Meanwhile, the Police and Fire Departments had been operating out of an old building with structural and accessibility issues and a lack of sufficient space for office functions and holding areas for detainees.

PROJECT SCOPE
When property along Harvard Avenue became available, it was considered by the Administration to be an ideal location for a municipal building. After attending Village Council meetings for a year, DS Architecture gained an excellent feel for what the Village needed and wanted out of the project. Our design-build team was a natural fit due to our experience with municipal facilities and proximity to the area. This new 11,600 SF facility accommodates the Village Administration offices, Municipal Court, and Safety Department offices along with other various community functions including a community room, conference room, council chambers and courtroom.

FIRM’S ROLE IN PROJECT
DS Architecture was Architect of Record and provided construct on administrative services throughout construction. Our team collaborated with the selected Criteria Architect and Village leadership to advance the criteria design documents to create a GMP while maintaining their vision and budget for the project.
**Brimfield Police Station Renovation & Addition**

**Brimfield, Ohio**

Project Size: 6,100 SF  
Design Start: 2010  
Construction Completion: 2013  
Construction Cost: $1.25M  
Client Contact: Chief David Oliver, 330.673.7716

**PROJECT INFORMATION**

Following the development of a needs assessment, DS Architecture was selected by Brimfield Township as the most qualified Architectural Firm for the renovation and addition of their Police Station. This project consisted of doubling the size of the existing facility. DS Architecture was fully involved, guiding the Township through the design and construction process and, by design of a phasing plan, was able to keep the department operational during construction.

**PROJECT SCOPE**

This project consisted of a 4,600 SF addition and a 1,500 SF renovation of the existing Police Station. The new program for this project included:

- Booking Room  
- Processing Area  
- Compliant Holding Cells  
- Safe Room  
- Sally Port  
- File/Evidence Storage  
- Conference Room  
- Officer Locker Rooms  
- Break Room  
- Public Restrooms

**FIRM’S ROLE IN PROJECT**

Architectural Firm: DS Architecture was involved in this project from needs assessment through construction administration and project completion.
LN Gross Building
Kent, Ohio

Project size: 23,600 SF
Start Date: 2015
Construction Complete Year: 2018
Construction Cost: $9M
Client Contact: Bob Cene, Jr., President, 330.286.3436

PROJECT INFORMATION
The 1928 industrial brick building was designed by Charles G. Kistler and is situated on a richly historic piece of land along a rushing stretch of the Cuyahoga River in downtown Kent. DS Architecture was contracted to revive the landmark by restoring the original exterior as best as possible, and transforming the interior into an office space on one side and light manufacturing space on another. The tower contains a single residential unit.

DS Architecture worked with Renaissance 2000 Developers and Naylor Wellman Historic Preservation Consultants on the adaptive re-use of the historic building. Originally an industrial use, the team studied multiple concepts for the structure as a combined office, light manufacture, and residential space. Our solution involved re-activation of the rear facade allowing an increase in occupied space. Working with the City of Kent the project sought to develop the riverfront to create public access for recreational use.

FIRM’S ROLE IN PROJECT
Architectural services included conceptual design, programming, feasibility studies, schematic design, design development, construction documents, documentation for market research, tax credit studies, and construction administration.

AWARDS
2019 Merit Award (AIA Akron)
2019 Commercial Development Award (Smart Business Magazine)
2018 Excellence in Design (Cleveland Restoration Society & AIA Cleveland)
Historic Franklin Hotel
City of Kent, Ohio

Project size: 23,600 SF  
Start Date: 2012  
Completion Date: 2013  
Construction Cost: $4.3M  
Client Contact: Ronald L. Burbick, 727.871.0811

PROJECT INFORMATION
Acorn Corner is a six-story building in Kent, Ohio, United States, originally constructed in 1920 as the Franklin Hotel. After several years of total vacancy and near-demolition in the 2000s, the building was purchased in late 2011 and underwent a complete $6.5 million renovation and restoration. The renovated building, hailed as a “Kent miracle”, opened in April 2013. Its anchor tenant is Buffalo Wild Wings, and the building also houses a wine and jazz bar, offices, and apartments. Acorn Corner has been listed on the National Register of Historic Places since January 2013.

Structural restoration included 100% masonry façade pointing and floor structural repairs. The 23,600 SF project included the addition of an exterior stair and a six-stop elevator. The building is five stories with a basement.

The new program for this project included:
• 1 Restaurant  
• 1 Jazz Bar  
• 2 Private office suites  
• 5 luxury micro-apartments

FIRM’S ROLE IN PROJECT
Architectural Firm Services Provided: programing, schematic design, design development, construction documents, bidding and negotiations phases, and construction administration.
Westlake Center for Community Services
Westlake, Ohio

Design Start: 2018
Construction Completion: 2021
Project Size: 25,000 SF
Project Cost: $11,000,000
Client Contact: Lydia Gadd, Director of Senior & Community Services, 440.899.3544

PROJECT INFORMATION
The Community Services Building offers programs and activities to enrich the lives of the 50 plus population and provides a system of social service for Westlake residents of all ages. A variety of social, educational and recreational activities and wellness activities are offered. The social service staff of the department serves as a resource for information, emergency food for qualified Westlake residents, discount program applications and offers a daily safety phone check and transportation for older adults. The Westlake Center for Community Services was designed to create an appropriate community atmosphere for the citizens of Westlake, with an identity distinct from the other community buildings in the Westlake City Recreational Campus. The building seeks to engage the community and foster an atmosphere of friendship and relaxation. DS Architecture worked closely with Osborn Engineering on this project.

PROJECT SCOPE
The project scope consisted of a new 25,000 SF ground up community center with amenities such as a movie theater, aerobics studio, fitness center, banquet hall, bocce ball courts, and serenity garden.

BENEFIT/VALUE TO CLIENT
DS Architecture collaborated with the City to fit the building design into the context of the surrounding community. We led the project programming and provided Schematic Design, Design Development, Construction Documents, Bidding and Negotiations phases, and Construction Administration.
Highfields Banquet Center
Hudson, Ohio

Project size: 5,000 SF
Design Start: 2015  Construction Completed: 2017
Construction Cost: $1,200,000

PROJECT INFORMATION
Situated on a rural piece of property within the quaint community of Hudson, Ohio the Highfields Banquet Center strives to pay respect to its surroundings. The design concept represents a historic farm organically grown over several decades while providing the amenities of a 21st century facility. The landscape architecture of the project is an integral piece of the overall site complex, including an outdoor seating venue and large patio.

PROJECT SCOPE
The “original barn” lends itself to being a large banquet hall able to seat 300 guests. From this structure stems 4 “additions” that house the catering kitchen, bridal suite, lobby, and entrance passage. The site design layout allows for guests to experience a winding and unique approach to the project.

FIRM’S ROLE IN PROJECT
Architectural and Engineering Services Provided included programming, schematic design, design development, construction documents and construction administration.
SUSTAINABILITY

ENVIRONMENTAL SUSTAINABILITY
Buildings consume more energy than any other economic sector, more than Transportation and Industry. High performance buildings can greatly reduce the negative impact of this sector. Green design has the ability to conserve energy and resources for future generations and create more healthful environments for their occupants.

LEED
We incorporate sustainable design, dependent or independent of third party certifications, such as LEED, into projects by beginning the process at the outset with planning and design strategies.

Our LEED accredited professionals for this project include:
Amanda Carter, LEED AP BD+C - Designated LEED AP
Joshua Gross, LEED AP BD+C
Jeffrey Meyers, LEED AP BD+C

We have the experience and capability to design and provide full project deliverables to achieve the sustainability goals for your project. The DS Architecture team currently has several projects that have been or are pending LEED Certified:

- Cleveland Police Headquarters | Project in progress - seeking certification
- Kent State University Aeronautics & Engineering Building | Project in progress - seeking certification
- Kent State University Rockwell Hall | Project in progress - seeking certification
- L.N. Gross Building - DS Architecture Office | Interior Design + Construction Certification
- Kent Police Building | Silver Certification
- Hiram College - James H. Barrow Field Station | Gold Certification

2030 DISTRICT
DS Architecture is actively participating in the Cleveland 2030 District. The Cleveland 2030 District is a movement to create high-performance building districts throughout Greater Cleveland with the goal of dramatically reducing the environmental impacts of building construction and operations while increasing Cleveland’s competitiveness in the business environment and increasing owners’ return on investment.
BIM PROJECT EXPERIENCE

Our team has direct project experience using software that models in 3D and is capable of Building Information Modeling. DS Architecture and most of our engineering consultants all work in Revit, which allows for a smooth and efficient project design and implementation process.

Depending on the project specific need, the model complexity can range from 3D representational renderings to a full BIM model rich with information. DS Architecture is capable of delivering 3D or BIM models at all levels of sophistication and throughout each phase of the design process.

Our personnel have received training through formal instruction offered by one of the premier technology solutions companies. They also receive continuing informal training through participation in industry organizations focused on current issues and improvements to software for BIM projects. In addition to staying current on trends in BIM, one of our staff taught Revit, the predominant BIM software in the industry, at Kent State University.

Efficiencies are gained when the entire project team is working with BIM software. Our engineering consultants utilize BIM software to better understand and model the specific energy concerns and relative cost savings of design decisions. This BIM collaboration becomes critical when designing a building to optimize energy efficiency. As the design process develops, the model aids in understanding all of the building's complex mechanical, electrical, and structural systems, and provides insight on material and connection details. Together, our team will provide you with design services backed by training and direct experience to result in creative and efficient solutions for your project.
February 9, 2022

Mayor John Licastro
Village of Bratenahl
Bratenahl Village Hall
411 Bratenahl Road
Bratenahl, Ohio 44108

Reference: Village of Bratenahl Village Center Feasibility Proposals Comparison
Bratenahl, Ohio

Dear Mayor Licastro:

Thank you for asking me to review the three proposals you received for architectural/engineering services for a feasibility study for a proposed new Village Center to house Village Hall, the Police Station and the Community Center.

All three proposals were very professional and submitted by firms with appropriate experience.

Following are some highlights of the proposals received:

Bowen

- Proposed architectural and engineering services but MEP and Structural are not referenced
- Preparing a new assessment report – unnecessary, an overview/validation is sufficient
- Development of a concept for the police program and a concept for Village Hall – the Community Center is not mentioned and it appears that there will be separate plans

DS Architecture

- Proposed architectural and engineering services including MEP and Structural
- Proposed a very comprehensive package that will be very useful in this phase of planning
- The only proposal that includes probable quality of materials and finishes
- Provided a project schedule

GPD

- Does not mention any MEP or Structural engineering services
- The majority of services proposed are site/civil engineering rather than architectural
- It’s too early in the project for soil borings, environmental analysis and stormwater analysis
- The least amount of programming/conceptual design of all proposals
In my opinion, DS Architecture provides the most comprehensive and appropriate proposal for this project and they are also the most economical.

I recommend you move forward with DS Architecture.

Please let me know if you have any questions or need additional information.

Sincerely,

VAN AUKEN AKINS ARCHITECTS LLC

Jill Van Auken AIA

JVA/
<table>
<thead>
<tr>
<th>CONSULTANT</th>
<th>APPROPRIATE EXPERIENCE</th>
<th>PERSONNEL</th>
<th>APPROPRIATE SCOPE</th>
<th>FEE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bowen +</td>
<td>64 Years</td>
<td>Strong Team</td>
<td>Yes</td>
<td>$41,000.00</td>
<td>Missing Community Center</td>
</tr>
<tr>
<td></td>
<td>Public Safety Focus</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DS Architects</td>
<td>35 Years</td>
<td>Strongest Team</td>
<td>Yes</td>
<td>$31,300.00</td>
<td>Most comprehensive</td>
</tr>
<tr>
<td></td>
<td>Dedicated Studio</td>
<td>MEP Engineers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Structural Engineers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GPD Group</td>
<td>? Years</td>
<td>Engineer Driven Team</td>
<td>No</td>
<td>$47,800.00</td>
<td>Unnecessary engineering.</td>
</tr>
<tr>
<td></td>
<td>Public Buildings</td>
<td></td>
<td></td>
<td></td>
<td>No MEP or Structural.</td>
</tr>
</tbody>
</table>
1/14/2022

Mayor John Licastro
411 Bratenahl Road
Bratenahl, OH 44108

Re: Bratenahl Village Center – Feasibility Study
The Village of Bratenahl

Dear Mayor Licastro,

DS Architecture is pleased to have the opportunity to submit our proposal for architectural and estimating services. Thank you for taking the time to meet with our team and discuss your plans for your project. We look forward to the opportunity to get to know more about you and your team as we proceed with the feasibility analysis. For over 35 years we have based our approach to architecture on the simple but effective methodology of:

We listen. We encourage the sharing of information, ideas, and goals. This collection of input at the outset of the process lays groundwork for a solution that best meets the budget, schedule, form, and functional needs.

We lead. We guide discussion and promote collaboration between all team members to generate the best possible solution.

We Innovate. Every project is unique. Reaching the optimal solution for each requires a team committed to studying, assessing, and developing the most efficient and enduring design.

Our Promise: We maximize client involvement, from design conception to the final stages of construction. We encourage clients to join our design team, reviewing and approving every major milestone of the architectural process.

SCOPE OF WORK
DS Architecture understands the project involves analyzing the existing buildings/sites located at 10300 Brighton Road, 411 Bratenahl Road, and 11404 Lake Shore Blvd in Bratenahl, OH for the purposes of providing guidance on what the best options are for renovation or new construction of a new Police Station, Village Hall, and Community Center. An effort will be made to understand the needs of the current and future Police Force, the Village Departments, and the Community Center to develop the best options for meeting the Village’s needs between these 3 buildings/sites. Conceptual design options addressing these needs will be created to develop a realistic and buildable solution to help guide the council and the community to decide how to move forward. The goal of the feasibility study is to provide guidance to one on four main items:

- Probable Functional Program and Size
- Probable Quality of Materials, Finishes and Aesthetics
- Probable Construction and Project Cost
- Probable Project Schedule
# Example Scope of Services
To be updated.

## Scope of Services - Feasibility Study

<table>
<thead>
<tr>
<th>WHOSE RESPONSIBILITY</th>
<th>DURATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>DS Architecture</td>
<td></td>
</tr>
<tr>
<td>City of XXXX</td>
<td></td>
</tr>
</tbody>
</table>

### Preliminary Information (1-2 Weeks)
- Determine available project funds (hard costs and soft costs) and project parameters
- Confirm scope and intent with the Owner
- Identify stakeholders with the Owner
- Obtain the Owner supplied information
- Existing site and facilities walkthrough with the Owner
- Programming services presentation to the Owner

### Visioning (2-4 Weeks)
- Facilitate a visioning session to identify, discuss, and prioritize values and goals
- Supply written evaluation of values and goals
- Review values and goals report with the Owner
- Review with the Owner the image, efficiencies, functionality, cost and schedule
- Review intended use of the programming documents and services with the Owner
- Identify and evaluate the constraints and opportunities

### Programming (2-4 Weeks)
- Conduct interviews with the Owner stakeholders
- Conduct group sessions to review information obtained
- Develop performance and design criteria for proposed facility
- Preliminary determination of space requirements, space relationships etc...
- Identify any major unresolved programming
- Resolve any unresolved issues

### Initial Report (1-2 Weeks)
- Prepare initial report and meet with the Owner to review presentation
- Recommend project standards, area allowances, travel distances, etc.
- Establish general quality standards, lighting level, equipment performance, acoustical and etc.
- Present initial report to participants and others
- Obtain the Owner approval

### Final Report (1-2 Weeks)
- Prepare final program document
  - Executive Summary
  - Methodology of Program
  - Conclusions from data analysis
  - Space loadings by functions and size
  - Space programming sheets and standard requirements
  - Architect to provide preliminary opinion of the cost of the program
- Obtain the Owner approval
**SCOPE OF ARCHITECTURAL | ENGINEERING SERVICES**

Items understood to be included in the base Architectural Fee are denoted in the table as, “Base Arch Fee.” Items not included in the, “Base Arch Fee,” are denoted in the table as, “Add’l Service. Those items require additional compensation at the hourly rates herein listed within this proposal. Additional services will not commence without written authorization from the owner. Please initial next to each additional service you accept.

<table>
<thead>
<tr>
<th>Programming</th>
<th>Idea Conception</th>
<th>Base Service</th>
<th>Add’l Service</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field measuring and photography as is necessary to produce background drawings.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verify the Owner’s list of building functions and spaces.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Verify the Owner’s list of equipment and furnishings.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identification of specific departmental and room occupancies.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create room-by-room function and relationship criteria and interaction diagrams.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Create a departmental interaction matrix.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Determine preliminary structural, mechanical, electrical and other engineering systems.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete Americans with Disabilities Act accessibility compliance review of existing conditions.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development of block plans with relative special requirements that identify all rooms and circulation; provide exit analysis.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Obtain owner’s written authorization to proceed to the next phase.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Schematic Design</th>
<th>Idea Exploration</th>
<th>Base Service</th>
<th>Add’l Service</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Building Code Analysis.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Zoning Code Analysis.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial site plan with diagrammatic indications showing relationships.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development of floor plans.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compete general descriptive views or elevations.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Illustrative sketches and models.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Creation of three-dimensional, presentation images.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analysis and preliminary selection of comparative systems for structural, mechanical, electrical and any other required systems.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimate of probable construction cost based on all available data.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If requested by the Owner, a detailed estimate and/or life cycle costing provided as additional service.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schematic design deliverables often include the following: a site plan, floor plan(s) that include overall dimensions, sections, and an exterior elevation.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Obtain owner’s written authorization to proceed to the next phase.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Design Development</th>
<th>Idea Refinement</th>
<th>Base Service</th>
<th>Add’l Service</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation of site plan indicating building location(s) and site improvements.</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Study materials, equipment, fixtures, and building systems.</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Further development of comparative systems for structural, mechanical, electrical and any other required systems and select those to be used in the project.</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project outline specifications.</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construct Documents</td>
<td>Idea Finalization</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Obtain preliminary review and comments from authorities having jurisdiction including Building department, Fire marshal, Health department, Zoning commission, Planning commission and Design review board, if applicable.</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If permitted by local authorities having jurisdiction receive final review and approval for zoning commission, planning commission and design review board, if applicable.</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Update estimate of probable construction cost based on data.</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If requested by the Owner, a detailed estimate and/or life cycle costing provided as additional service.</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Design development deliverables produce floor plans, sections, notes and elevations with full dimensions. These drawings typically include door and window details, finishes and outline material specifications.</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Obtain owner’s written authorization to proceed to the next phase.</td>
<td>☑</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidding and Negotiation with Contractors</th>
<th>Idea Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finalize floor plans, elevations, sections, schedules, notes and all other applicable drawings.</td>
<td>☑</td>
</tr>
<tr>
<td>Complete selection of materials, equipment, fixtures, and building systems.</td>
<td>☑</td>
</tr>
<tr>
<td>Complete design of structural, mechanical, electrical and any other required systems.</td>
<td>☑</td>
</tr>
<tr>
<td>Update estimate of probable construction cost.</td>
<td>☑</td>
</tr>
<tr>
<td>If requested by the Owner, a detailed estimate and/or life cycle costing provided as additional service.</td>
<td>☑</td>
</tr>
<tr>
<td>Construction document deliverables include a set of drawings, project specifications and general conditions that include pertinent information required for the contractor to price and build the project and to obtain required permits.</td>
<td>☑</td>
</tr>
<tr>
<td>If not completed in design development submit construction documents to the zoning commission, planning commission and design review board for review and permit.</td>
<td>☑</td>
</tr>
<tr>
<td>Submit construction documents to authorities having jurisdiction including building department, fire marshal, health department for review and permit.</td>
<td>☑</td>
</tr>
<tr>
<td>Obtain owner’s written authorization to proceed to the next phase.</td>
<td>☑</td>
</tr>
<tr>
<td>Contract Administration</td>
<td>Idea Realization</td>
</tr>
<tr>
<td>-------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Weekly onsite meeting for a duration of _____ weeks. It is assumed that the construction duration will be between, two and three months. If construction duration continues beyond three months DS Architecture reserves the right to request additional fee.</td>
<td></td>
</tr>
<tr>
<td>Require a weekly field report from the contractor that shows work completed, work planned for the following two weeks.</td>
<td></td>
</tr>
<tr>
<td>Review, approve, or decline with the owner the contractor(s) list of sub consultants.</td>
<td></td>
</tr>
<tr>
<td>Obtain and review contractor(s) submittal schedule.</td>
<td></td>
</tr>
<tr>
<td>Contractor to identify any 3rd party tests or inspections required within the schedule.</td>
<td></td>
</tr>
<tr>
<td>Establish project pre-construction meeting. Additionally, identify project components that will have pre-installation meetings and meeting minutes.</td>
<td></td>
</tr>
<tr>
<td>Obtain and review construction schedule provided by the contractor on a biweekly basis.</td>
<td></td>
</tr>
<tr>
<td>Receive and review contractor(s) schedule of values.</td>
<td></td>
</tr>
<tr>
<td>Review and respond appropriately to contractor(s) applications for payment on a monthly basis.</td>
<td></td>
</tr>
<tr>
<td>If applicable, receive and review shop drawings, request for information, submissions and potential change order requests respond accordingly. Maintain a shop drawing, RFI, submittal, and change order log. Shop drawings include up to two reviews in base bid.</td>
<td></td>
</tr>
<tr>
<td>Observe construction process to confirm substantial completion upon receiving contractor(s) notification of substantial completion and list of items to be completed or corrected.</td>
<td></td>
</tr>
<tr>
<td>Evaluate contractor(s) punch list and respond accordingly.</td>
<td></td>
</tr>
<tr>
<td>When the project is judged to be substantially complete prepare a Certificate of Substantial Completion.</td>
<td></td>
</tr>
<tr>
<td>Request contractor(s) to submit project close-out documents and attic stock.</td>
<td></td>
</tr>
<tr>
<td>Confirm contractor(s) have obtained a certificate of occupancy and complete final punch list walkthrough.</td>
<td></td>
</tr>
<tr>
<td>Review the contractor(s) application for final payment, including required attachments such as waivers of lien and consent of surety documentation.</td>
<td></td>
</tr>
<tr>
<td>Issue a final certificate of payment, if required.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Optional Architectural Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEED or GBCI related design or documentation services.</td>
</tr>
<tr>
<td>Three dimensional photorealistic renderings.</td>
</tr>
<tr>
<td>Conformance documents based upon authorities having jurisdictional reviews and approvals.</td>
</tr>
<tr>
<td>Record drawings based upon contractors provided information.</td>
</tr>
<tr>
<td>Interior design.</td>
</tr>
<tr>
<td>Millwork design and drawings.</td>
</tr>
<tr>
<td>Selection of finishes.</td>
</tr>
<tr>
<td>Furniture, fixture and equipment design and coordination.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil Engineering/Site Improvement Plans.</td>
</tr>
<tr>
<td>Civil Engineering/ODOT Permitting.</td>
</tr>
<tr>
<td>Site civil engineering including topography, site grading, utilities, drainage calculations, and soil erosion prevention details.</td>
</tr>
<tr>
<td>Existing conditions site survey to include topography.</td>
</tr>
<tr>
<td>Structural Engineering</td>
</tr>
<tr>
<td>Mechanical Engineering.</td>
</tr>
</tbody>
</table>

4
Plumbing Engineering.  
Electrical Engineering.  
Telephone and Information Technology design.  
Emergency Call System.  
Room Call System.  
Engineering associated with new or existing building generator.  
Geotechnical Soil Investigations.  
- DS Architecture will provide the solicitation of proposals from geotechnical engineers, but the cost for the geotechnical engineering and soil investigations is not included in the scope. It is recommended that you have geotechnical soil investigation completed to ensure capacity of the soil.  
Fire suppression performance documents.  
Landscape architectural engineering.  
Asbestos, Phase 1 and/or Phase 2 Environmental Investigational Studies.  
- DS Architecture will provide the solicitation of proposals from environmental engineers if required, but the cost for the engineering and investigations is not included in the scope.  

<table>
<thead>
<tr>
<th>Excluded Services</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of building permits or applications for building permits or zoning permits.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional services and/or exclusions listed in the attached third-party consultant’s proposals.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Testing and inspection of any kind required by code and local authorities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multiple phases with multiple set of bid documents.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discovery and investigation of issues beyond visual observation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preparation and attendance of public meetings such as planning commission, board of zoning appeals, and/or council/commissioner meetings.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ARCHITECTURAL | ENGINEERING FEES

We will provide you with Architectural and Engineering services as herein described to a stipulated sum of $31,300 (Thirty One Thousand Three Hundred Dollars). Progress billing will occur monthly and include reimbursable expenses. This stipulated sum does not include reimbursable expenses.

It is understood that all existing drawings and information be submitted to DS Architecture before commencement of this study.

The suggested amount for this project to handle miscellaneous printing and plotting of document sets is $500.00 and is listed as, “Miscellaneous Printing Allowance.” This does not include the cost of plan review fees or other expenses listed as reimbursable.

Payments shall be postmarked within 60 calendar days of the DS Architecture invoice date. Late payments are subject to a late fee of 1.5% per month (18% APR.)

The fee breakdown for this project is indicated below (which is included in the above maximum):

- **Architectural:**
  DS Architecture, LLC $16,000

- **Structural Engineering:**
  THP Limited, Inc. $8,000

- **MEP Engineering:**
  EPIC Engineering Group, LLC $6,800
Miscellaneous Printing Allowance $500

**Total Base A/E Design Fees, exclusive of reimbursable expenses** $31,300

**REIMBURSABLE EXPENSES**
Reimbursable Expenses are as follows and are not included in the above fee:

1. Expenses for overnight delivery services.
2. Planning Commission fees and/or Board of Zoning Appeals fees.
3. Plan approval and review fees.
4. Advertisement fees, such as for project bidding.
5. Vehicular travel expenses and associated time reimbursement for one-way (not roundtrip) travel in excess of 75 miles from Cleveland, Ohio.
6. Air travel expenses and associated time.
7. Electronic File Transfer Protocol (AutoCAD or Revit Files)
   a. Owners may have electronic files if requested but must sign a release form. The release form states that the fee is $1.00 and considered paid.
   b. Vendors who are working on the project and request electronic files for that project, will be sent electronic files after they have signed a release and paid a stipulated amount.
8. AIA Contract forms associated with construction of the project.
9. Preparation for and/or attendance of public meetings listed above. If meetings are required, preparation for and attendance at will be billed at our above listed hourly rates.

**ANTICIPATED SCHEDULE**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Anticipated Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Information</td>
<td>1-2 Weeks</td>
</tr>
<tr>
<td>Visioning</td>
<td>2-4 Weeks</td>
</tr>
<tr>
<td>Programming</td>
<td>2-4 Weeks</td>
</tr>
<tr>
<td>Initial Report</td>
<td>1-2 Weeks</td>
</tr>
<tr>
<td>Final Report</td>
<td>1-2 Weeks</td>
</tr>
<tr>
<td>Architectural Design (Not In Scope of Work)</td>
<td></td>
</tr>
</tbody>
</table>

**ADDITIONAL SERVICES**
Hourly rates for Architectural additional services are as follows:

<table>
<thead>
<tr>
<th>Managing Principal</th>
<th>Project Manager</th>
<th>Interior Designer</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150</td>
<td>$100</td>
<td>$95</td>
</tr>
<tr>
<td>Studio Director</td>
<td>Project Designer</td>
<td>Admin Associate</td>
</tr>
<tr>
<td>$125</td>
<td>$90</td>
<td>$75</td>
</tr>
</tbody>
</table>

This proposal is valid for 60 days after which time DS Architecture reserves the right to re-evaluate and revise this proposal. The contract between us will be a Standard American Institute of Architects Contract or Standard State of Ohio agreement form Between Owner and Architect.

Either party may terminate this proposal upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this proposal through no fault of the party initiating the termination. The owner may terminate this proposal upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. If the project is placed on hold for thirty or more calendar days, at no fault of the Architect, a reengagement fee will be negotiated between the Owner and Architect. The Architect's fees for the remaining services and the time schedules shall also be equitably adjusted.
The Architect and the Architect's consultants shall be deemed the authors and owners of their respective documents, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. The Architect grants to the Owner a nonexclusive license to use the Architect's document solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project.

Your signature at the bottom of one copy of this letter returned to this office will be our notice to proceed. Please retain a copy of this letter for your records. Please feel free to contact me if you have any questions or concerns. We await your instructions to proceed and look forward to working with you.

Sincerely,

DS ARCHITECTURE

[Signature]

Jeffrey G. Meyers, AIA, NCARB, LEED AP BD+C
Chief Executive Officer
DS Architecture, LLC

The Village of Bratenahl
INTRODUCTIONS

JEFF MEYERS
AIA, NCARB, LEED AP BD+C
OWNER | CEO
STUDIO DIRECTOR PS|CA

ERIC PROS
AIA, MBA, CPTED
DIRECTOR OF DESIGN
STUDIO DIRECTOR HP|AR
DS ARCHITECTURE
SERVICE TO LOCAL COMMUNITIES

- City Of Euclid
- City of Broadview Heights
- City of Bainbridge
- City of Cleveland
- Northfield Center Twp
- Newbury Township
- City Of Lakewood
- City of Hudson
- The Village of Hartville
- Ravenna Township
- Westfield Center Township
- City Of Tallmadge
- City of Avon Lake
- Brimfield Township
- City Of Kent
- Village Of Newburgh Heights
- City Of Aurora
- City Of Westlake
- City Of Sandusky
- City of Medina
- Boston Heights
- Rootstown Township
- Edinburgh Township
Public Safety | Civic Architecture
Historic Preservation | Adaptive Reuse
Hospitality | Entertainment
Higher Education
Healthcare

DS ARCHITECTURE
MULTIPLE STUDIOS
OUR CORE VALUES

FAIRNESS
Our way is fair and benefits all concerned.

TRUSTWORTHINESS
Building an environment that is fair and honest.

CONVINCION
We possess a passion to solve any problem creatively.

COLLABORATION
We are always eager to learn and willing to teach.

COMMITMENT TO KNOWLEDGE
We believe in a learning culture and scholarly activity.
We listen. We encourage the sharing of information, ideas and goals. This collection of input at the outset of the process lays groundwork for a solution that best meets the budget, schedule, form and functional needs.

We lead. We guide discussion and promote collaboration between all team members to generate the best possible solution.

We innovate. Every project is unique. Reaching the optimal solution for each requires a team committed to studying, assessing and developing the most efficient and enduring design.
Community Center
29,522 SF
- Studied/Assessed in June 2015 Report - More beneficial to keep/preserve
- Expanded senior programming desired
- Additional Space Programming Study Jan 2017
- Possible uses studied - Rec Only, Rec/Admin, Rec/ Admin, Revenue, D intest

Village Hall
4,305 SF
- Studied/Assessed in June 2015 Report - Options recommended, mainly Police only use
- Preliminary Programming study determined not sufficient space for Police needs
- Many land use ideas studied
- Desired central location for all external Village functions

Former H.S. Site
(Bratenahl Center)
12,683 SF
- Studied in June 2015 Report
- Options recommended, Village Admin, but still needed Educational Component
- General Conditions
- Assessed in 2020/2021
- Structure is solid but uses of building are limited
OUR PROCESS
EXECUTIVE SUMMARY

The executive summary is based on the knowledge that the project is to be conducted in collaboration with the University of California, Berkeley, and the University of Southern California. The project is to be completed in accordance with the guidelines set forth in the planning document. The project team comprises the following:

Mike Wharton, Project Manager
Mark O'Malley, Assistant Project Manager
Jerry O'Sullivan, Project Engineer
Jim Connolly, Project Designer

The project includes the following steps:

1. Preliminary Information
2. Visioning
3. Programming
4. Initial Report
5. Final Recommendation

The project is to be completed in phases, with each phase focusing on a specific aspect of the project. The project is to be completed within the specified time frame.

The project is to be monitored by the project team and the clients to ensure that the project is completed according to the guidelines set forth in the planning document. The project is to be completed in phases, with each phase focusing on a specific aspect of the project. The project is to be completed within the specified time frame.
INSPIRING TOGETHER
WHY US

Our Process
- Success Moving Feasibility Studies Into Design & Construction
- Conviction to Helping You Reach Your Goals

Local Presence | National Recognition
- Design Awards | Design Juries
- Cleveland Police Owner's Rep

Responsive Design to the Community
- Specialized Designs
- Safety and Security
- Reduce Liability
- Space that Promotes Occupant Wellness
- Positive Interactions with Police & Public
- Community/Senior Center Experience
RECENT TRENDS

Building:
- Secure Lobby
- Ability to walk into lobby and interface with the Police for public amenities prior to entering the secure portion of the building
- Central Building security that controls the entire building
- Staff hub areas that allow for collaboration between units (near staff entry)
- Gender neutral locker rooms
- Emphasis on natural light and well principles for mental health of officers
- Decompression spaces
- Separate interview rooms Victim/Witness & Accused
- Family/Child-friendly areas
- Training areas specific to de-escalation related to race and mental illness
- Design anticipates future staff increases
- Embracing technology - “future proof”
- Reduce paper use/storage, enhance public safety effectiveness, information access
RECENT TRENDS

Site:

- Building should be used as a “Secure perimeter” on the site.
  - I.E. Public parking on one side of the building, private (Secure) parking on the other.
- Clearly defined entrance
- Public Entrance
- Staff Entrance
- Crime Prevention Through Environmental Design (CPTED) principles - Natural surveillance, access control, territorial reinforcement and space management
- Passive strategies for barricades in front of the building
- Clear line of site of the approach to the building.
RESPONSIVE COMMUNITY DESIGN
Symbol of Civic Pride

Residential Scale
1 and 2 Story Massing

Residential Character
Pitched Roof Profiles

Commercial Materials
Durable / Low-Maintenance

Community Asset
Community Facade, Landmark

Multi-Functional Designs
Solar Array, Carport

Transparency / Visibility
Natural Light, Safe, Secure
DESIGN FOR WELLNESS
ORDINANCE NO.: 4134

INTRODUCED BY:

AN ORDINANCE CONFIRMING MAYOR LICASTRO’S
APPOINTMENT OF MATTHEW I. WOISNET AS A FULL
TIME POLICE OFFICER FOR THE VILLAGE OF BRATENAHL
POLICE DEPARTMENT AND DECLARING AN EMERGENCY

WHEREAS, THE Mayor desires to appoint Matthew I. Woisnet as a full time Bratenahl Police Officer; and

WHEREAS, Matthew I. Woisnet has 16 months of prior full time experience as a police officer in Willoughby, Ohio; and

WHEREAS, Chief LoBello recommends that Matthew I. Woisnet, as a lateral transfer, receive additional benefits as set forth herein.

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

SECTION 1. Council hereby confirms Mayor Licastro’s appointment of Matthew I. Woisnet to the position of full time Police Officer for the Village of Bratenahl Police Department, effective February 21, 2022, with his compensation and benefits following existing Bratenahl Codified Ordinances and State Law, with additional benefits as follows:

(a) Matthew I. Woisnet shall be entitled to eighty (80) hours of vacation upon successful completion of his Field Training Officer period, rather than one full year from his starting date of February 21, 2022; and

(b) For purposes of vacation accrual and years of service thereunder, Matthew I. Woisnet’s effective date of employment shall be February 21, 2021.

SECTION 2. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the inhabitants of the Village of Bratenahl and by reason that the appointment relates to the daily operation of a municipal department. Wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

PASSED:

APPROVED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer
ORDINANCE NO: 4135

INTRODUCED BY:

AN ORDINANCE TO ESTABLISH ANNUAL APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE OF BRATENAHL DURING THE FISCAL YEAR ENDING DECEMBER 31, 2022 AND DECLARING AN EMERGENCY

BE IT ORDEAINE by the Council of the Village of Bratenahl, County of Cuyahoga, State of Ohio:

SECTION 1. That to provide for current expenses and other expenditures of the Village of Bratenahl during the year ending December 31, 2022, the following amounts be and they are hereby set aside and appropriated as set forth in Exhibit “A” attached hereto and expressly made a part hereof by reference. The total of Exhibit “A” equals $5,018,779.00.

SECTION 2. The Village Fiscal Officer is hereby authorized to draw warrants for payment from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the Council or Officers authorized by law to approve the same, or an Ordinance or Resolution of Council, to make the expenditures provided that no warrants shall be drawn, or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon two-thirds (2/3) vote of Council for items of expense constituting a legal obligation against the Village and for purposes other than those covered by the other specific appropriations herein made.

SECTION 3. The Fiscal Officer is hereby authorized to forward a certified copy of this Ordinance to the Cuyahoga County Fiscal Officer.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, safety and welfare of the inhabitants of Bratenahl Village, and further necessary to appropriate funds for the operation of the Village of Bratenahl, therefore, provided this Ordinance receives two-thirds (2/3) vote of all members of Council elected thereto, shall be in full force and after the earliest time period allowed by law.

Passed:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer
Attachment A

**Fund #**

**Section 1**
To provide for the current expenses and other expenditures of 3ratenahl Village during the fiscal year ending December 31, 2022, the following sums be and thereby set aside and appropriated from the General Fund:

That there be appropriated from the General Fund for Administration the following:

- Wages, Police Department (110) $1,521,387
- Wages, Service Department (620) 427,328
- Wages, Administration and Building (710, 735) 350,401
- Wages, Contract Services 101,720
- Non-Wage Related Line Items 1,585,049

1000 Total General Fund $3,985,885

That there be appropriated from the following Special Revenue Funds:

<table>
<thead>
<tr>
<th>Section</th>
<th>Year</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>2011</td>
<td>Street Construction Maintenance and Repair</td>
<td>55,725</td>
</tr>
<tr>
<td>3</td>
<td>2021</td>
<td>State Highway Fund</td>
<td>15,000</td>
</tr>
<tr>
<td>4</td>
<td>2041</td>
<td>Parks and Recreation Fund</td>
<td>156,970</td>
</tr>
<tr>
<td>5</td>
<td>2071</td>
<td>Restricted Income Tax Fund</td>
<td>600,000</td>
</tr>
<tr>
<td>8</td>
<td>2092</td>
<td>Tow Release Fund</td>
<td>10,000</td>
</tr>
<tr>
<td>9</td>
<td>2093</td>
<td>Canine Patrol Fund</td>
<td>5,000</td>
</tr>
<tr>
<td>11</td>
<td>2101</td>
<td>Permissive License Tax Fund</td>
<td>0</td>
</tr>
<tr>
<td>12</td>
<td>2131</td>
<td>Police Pension Fund</td>
<td>0</td>
</tr>
<tr>
<td>13</td>
<td>2901</td>
<td>Court Computer Fund</td>
<td>13,000</td>
</tr>
<tr>
<td>14</td>
<td>2904</td>
<td>Police Equipment Gift Fund</td>
<td>0</td>
</tr>
<tr>
<td>15</td>
<td>2907</td>
<td>Motorcycle Lease Fund</td>
<td>0</td>
</tr>
</tbody>
</table>

That there be appropriated from the following Debt Service Fund:

<table>
<thead>
<tr>
<th>Section</th>
<th>Year</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>3101</td>
<td>General Obligation Fund</td>
<td>July Appropriation</td>
</tr>
</tbody>
</table>

That there be appropriated from the following Capital Projects Fund:

<table>
<thead>
<tr>
<th>Section</th>
<th>Year</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>4903</td>
<td>Other Capital Projects (DOPWIC) Fund</td>
<td>27,200</td>
</tr>
<tr>
<td>18</td>
<td>4904</td>
<td>Capital Projects Reserve Fund</td>
<td>150,000</td>
</tr>
</tbody>
</table>

**Total All Funds** $5,018,779
ORDINANCE NO: 4136

Final

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>Company</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Best Buy Tire</td>
<td>Repair/maintenance</td>
<td>$2,067.05</td>
</tr>
<tr>
<td>Landmark</td>
<td>Gasoline: 66</td>
<td>$2,394.87</td>
</tr>
<tr>
<td>Napa Auto Parts</td>
<td>Oil</td>
<td>$203.76</td>
</tr>
<tr>
<td>South Euclid</td>
<td>2022 EDGE membership</td>
<td>$8,173.61</td>
</tr>
<tr>
<td>* Verizon</td>
<td>MDTs</td>
<td>$329.65</td>
</tr>
</tbody>
</table>

**SUBTOTAL - PUBLIC SAFETY**

$13,168.94
## ADMINISTRATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aetna</td>
<td>1,275.20</td>
</tr>
<tr>
<td>CA Agreasia Construction Co</td>
<td>13,178.00</td>
</tr>
<tr>
<td>+ COSE/Medical Mutual</td>
<td>28,542.72</td>
</tr>
<tr>
<td>* Chagrin Valley Dispatch</td>
<td>20,084.74</td>
</tr>
<tr>
<td>Cuyahoga County Mayors/City Managers</td>
<td>1,145.00</td>
</tr>
<tr>
<td>Cuyahoga Soil &amp; Water Conservation</td>
<td>6,000.00</td>
</tr>
<tr>
<td>Distillata</td>
<td>102.75</td>
</tr>
<tr>
<td>Division of Industrial Compliance</td>
<td>68.25</td>
</tr>
<tr>
<td>+ Division of Water</td>
<td>18.05</td>
</tr>
<tr>
<td>+ Division of Water</td>
<td>313.41</td>
</tr>
<tr>
<td>+ Division of Water</td>
<td>119.95</td>
</tr>
<tr>
<td>Division of Water</td>
<td>3,427.88</td>
</tr>
<tr>
<td>+ Dollar Bank</td>
<td>579.61</td>
</tr>
<tr>
<td>+ Dominion</td>
<td>574.32</td>
</tr>
<tr>
<td>+ Dominion</td>
<td>46.30</td>
</tr>
<tr>
<td>+ Dominion</td>
<td>90.62</td>
</tr>
<tr>
<td>Easton</td>
<td>1,775.44</td>
</tr>
<tr>
<td>Google **</td>
<td>318.00</td>
</tr>
<tr>
<td>Illuminating Company - Traffic Signals</td>
<td>81.59</td>
</tr>
<tr>
<td>Illuminating Company - Street Lighting</td>
<td>2,340.42</td>
</tr>
<tr>
<td>Illuminating Company</td>
<td>95.78</td>
</tr>
<tr>
<td>Illuminating Company</td>
<td>489.23</td>
</tr>
<tr>
<td>Illuminating Company</td>
<td>165.56</td>
</tr>
<tr>
<td>Illuminating Company</td>
<td>193.07</td>
</tr>
<tr>
<td>Knowles Muny Forestry</td>
<td>325.00</td>
</tr>
<tr>
<td>Lake Business Products</td>
<td>181.54</td>
</tr>
<tr>
<td>Licastro, John</td>
<td>75.00</td>
</tr>
<tr>
<td>Molnar Reporting Service</td>
<td>648.00</td>
</tr>
<tr>
<td>NEORSD</td>
<td>133.71</td>
</tr>
<tr>
<td>Ohio Association of Public Treasurers</td>
<td>50.00</td>
</tr>
<tr>
<td>Ohio Association of Public Treasurers</td>
<td>485.00</td>
</tr>
<tr>
<td>PS Awards</td>
<td>23.00</td>
</tr>
<tr>
<td>+ Pitney Bowes</td>
<td>520.99</td>
</tr>
<tr>
<td>Proof+Geist</td>
<td>375.00</td>
</tr>
<tr>
<td>* Quill</td>
<td>48.54</td>
</tr>
<tr>
<td>+ Republic Services</td>
<td>5,094.91</td>
</tr>
<tr>
<td>Rocco, Andrea</td>
<td>400.00</td>
</tr>
<tr>
<td>Silco Fire</td>
<td>219.50</td>
</tr>
<tr>
<td>+ Spectrum</td>
<td>577.97</td>
</tr>
<tr>
<td>+ Spectrum</td>
<td>259.99</td>
</tr>
<tr>
<td>Tokio Marine HCC</td>
<td>5,000.00</td>
</tr>
<tr>
<td>Tokio Marine HCC</td>
<td>10,000.00</td>
</tr>
<tr>
<td>Treasurer of State</td>
<td>5.74</td>
</tr>
<tr>
<td>TAC</td>
<td>490.00</td>
</tr>
</tbody>
</table>

### SUBTOTAL - ADMINISTRATION

$105,939.78
### RECREATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Capello, Susan</td>
<td></td>
</tr>
<tr>
<td>* Distillata</td>
<td></td>
</tr>
<tr>
<td>Division of Industrial Compliance</td>
<td></td>
</tr>
<tr>
<td>** Dollar Bank</td>
<td></td>
</tr>
<tr>
<td>** Dominion</td>
<td></td>
</tr>
<tr>
<td>** Illuminating Company</td>
<td></td>
</tr>
<tr>
<td>** Illuminating Company Outdoor</td>
<td></td>
</tr>
<tr>
<td>** Republic Services</td>
<td></td>
</tr>
<tr>
<td>Western Reserve Distillers</td>
<td></td>
</tr>
<tr>
<td>* United Rentals</td>
<td></td>
</tr>
<tr>
<td>Reimbursement - mileage</td>
<td>$0.00</td>
</tr>
<tr>
<td>Drinking water</td>
<td>18.00</td>
</tr>
<tr>
<td>Annual boiler inspection</td>
<td>68.25</td>
</tr>
<tr>
<td>Recreation credit card</td>
<td>0.00</td>
</tr>
<tr>
<td>#0000</td>
<td>1,660.47</td>
</tr>
<tr>
<td>A/C# 110 023 744 748</td>
<td>715.46</td>
</tr>
<tr>
<td>A/C# 110 050 323 796</td>
<td>109.15</td>
</tr>
<tr>
<td>Rubbish removal - 2/2022</td>
<td>182.31</td>
</tr>
<tr>
<td>Internet/cable service</td>
<td>184.51</td>
</tr>
<tr>
<td>Bourbon Tasting - 2/17/22</td>
<td>462.58</td>
</tr>
<tr>
<td>Portable restroom rentals</td>
<td>92.00</td>
</tr>
<tr>
<td>** SUBTOTAL - RECREATION</td>
<td>$3,492.73</td>
</tr>
</tbody>
</table>

### SERVICE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custom Clutch, Joint &amp; Hydraulics</td>
<td></td>
</tr>
<tr>
<td>Division of Water</td>
<td></td>
</tr>
<tr>
<td>Division of Water</td>
<td></td>
</tr>
<tr>
<td>Dominon</td>
<td></td>
</tr>
<tr>
<td>Dominion</td>
<td></td>
</tr>
<tr>
<td>Home Depot</td>
<td></td>
</tr>
<tr>
<td>Illuminating Company</td>
<td></td>
</tr>
<tr>
<td>Landmark</td>
<td></td>
</tr>
<tr>
<td>Linde</td>
<td></td>
</tr>
<tr>
<td>Napa Auto Parts</td>
<td></td>
</tr>
<tr>
<td>Spectrum</td>
<td></td>
</tr>
<tr>
<td>Hydro motor</td>
<td>$226.21</td>
</tr>
<tr>
<td>#7482172312</td>
<td>40.99</td>
</tr>
<tr>
<td>Fireline</td>
<td>46.60</td>
</tr>
<tr>
<td>#0973</td>
<td>755.73</td>
</tr>
<tr>
<td>#9772</td>
<td>40.77</td>
</tr>
<tr>
<td>#110125887239</td>
<td>404.93</td>
</tr>
<tr>
<td>Gasoline: 34</td>
<td>2,803.68</td>
</tr>
<tr>
<td>Propane</td>
<td>53.43</td>
</tr>
<tr>
<td>Oil</td>
<td>83.99</td>
</tr>
<tr>
<td>Internet/cable service</td>
<td>102.41</td>
</tr>
<tr>
<td>** SUBTOTAL - SERVICE</td>
<td>$4,558.74</td>
</tr>
</tbody>
</table>

Total: $8,051.47
CT Consultants
Chagrin Valley Engineering
Matty, Henrikson & Greve LLC
Van Auken Akins
Matty, Henrikson & Greve LLC

professional services - 12/2021
professional services - 1/2022
professional services - 1/2022
professional services - 1/2022
prosecutorial services - 1/2022

$ 3,594.00
$ 711.00
$ 10,042.50
$ 458.50
$ 2,762.50

subtotal - consultants

$ 17,568.50

total all pay claims

$ 144,728.69

* Restricted fund
+ Electronic payment

for record only

payroll 1/7/2022 $ 64,148.46
payroll 1/21/2022 $ 59,327.11

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: February 16, 2022

John M. Licastro, Mayor

Diana L. Cooks, Village Fiscal Officer