



**By Call of Chairman Thomas McDonald
Finance Committee Meeting
Wednesday, January 18, 2023 at 5:30PM
Bratenahl Community Center
10300 Brighton Road**

PLEASE SILENCE ALL ELECTRONIC DEVICES

Agenda

- 1) Call to Order - Roll Call
- 2) Approval of prior meeting minutes
- 3) Fiscal Officer Report
- 4) Resolution 1283: Agreement with Clemans, Nelson & Associates, Inc
- 5) Resolution 1284: Agreement with Van Auken Akins Architects, LLC
- 6) Ordinance 4172: Agreement with Chagrin Valley Engineering, Ltd
- 7) Ordinance 4174: Updating employee compensation for fiscal year 2023
- 8) Ordinance 4175: Pay Claims
- 9) Adjournment

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

Posted: January 12, 2023

Diana L. Cooks, Clerk of Council

Name	BENJAMIN			BURKE-JONES			HOEFLING			HUFFMAN			MCDONALD			YONCHAK		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

RESOLUTION NO: 1283

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MANAGEMENT CONSULTANT AGREEMENT WITH CLEMANS, NELSON & ASSOCIATES, INC. FOR MANAGEMENT AND/OR FISCAL CONSULTING SERVICES IN LABOR, EMPLOYMENT AND OTHER AREAS AS MIGHT BE REQUESTED FOR A PERIOD OF JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 AND DECLARING AN EMERGENCY

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

SECTION 1. The Mayor be, and he hereby is, authorized to enter into a Management Consultant Agreement with Clemans, Nelson & Associates, Inc. for management and/or fiscal consulting services in labor, employment and other areas as might be requested, for a period of January 1, 2023, through December 31, 2023, a copy of which Agreement is attached hereto as Exhibit "A" and made a part hereof.

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

PASSED:

APPROVED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer

EXHIBIT "A"

MANAGEMENT CONSULTANT AGREEMENT

The Village of Bratenahl, Ohio, hereinafter called the "Client," and Clemans, Nelson & Associates, Inc., hereinafter called the "Consultant," shall hereby agree to the following terms and conditions, to be effective for a period of January 1, 2023, through December 31, 2023.

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

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

IN CONSIDERATION of the foregoing covenants and promises, the Client agrees to pay the Consultant a retainer of ONE HUNDRED SEVENTY-FIVE DOLLARS (\$175.00) per month for the period set forth above to cover brief telephone consultation as provided below, and to pay the Consultant at the applicable rates for professional services:

Consultant / Analyst.....	\$160.00 per hour
Senior Consultant	\$170.00 per hour
Manager.....	\$180.00 per hour
Director / Vice President / President.....	\$195.00 per hour

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

The Client further agrees to pay the Consultant the mileage rate as established by the Director of the Internal Revenue Service for travel from the Consultant's headquarters or a regional office, whichever is applicable, necessary meal expense, actual overnight lodging expenses if required, and other ordinary and necessary business expenses.

The Consultant shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, gender identity, age, military status, veteran status, pregnancy, or disability. The Consultant is not a law firm and this Agreement does not create an attorney/client relationship.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereunto set forth their hand as of the _____
day of _____, 2023 (date of execution).

VILLAGE OF BRATENAHL

CLEMANS, NELSON &
ASSOCIATES, INC.

Mayor John M. Licastro

Robin L. Bell
Director of Human Resources

APPROVED AS TO FORM

Legal Counsel

CERTIFICATE OF AVAILABILITY OF FUNDS

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

Fiscal Officer

Date

Name	BENJAMIN			BURKE-JONES			HOEFLING			HUFFMAN			MCDONALD			YONCHAK		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

RESOLUTION NO: 1284

INTRODUCED BY:

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

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

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

WHEREAS, at its meeting of January 19, 2022 the Council approved Resolution Number 1241 authorizing the Mayor to renew the Village Architect Services Agreement with Van Auken Akins Architects, LLC for architect and related services for the year 2022; and

WHEREAS, the Council and the Mayor desire to renew the Village Architect Services Agreement with Van Auken Akins Architects, LLC for architect and related services for the year 2023 to increase the hourly rate.

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

SECTION 1. The Mayor be, and he hereby is, authorized and directed to renew the Architect Services Agreement with Van Auken Akins Architects, LLC for Architect Services for the Village of Bratenahl, at a cost not to exceed twenty thousand dollars (\$20,000) without specific prior authorization from Village Council, for the time period January 1, 2023 through December 31, 2023 upon all the same terms and conditions set forth in said 2020 Architect Services Agreement which is attached hereto as Exhibit "A" and made a part hereof, and to amend the hourly rates in Exhibit "B".

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

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

PASSED:

APPROVED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer

EXHIBIT "A"

VILLAGE ARCHITECT SERVICES AGREEMENT

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

WITNESSETH

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

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

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

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

Section 1: Term

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

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

Section 2: Scope

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

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

Section 3: Fees & Payment

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

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

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

Section 4: Miscellaneous Terms and Conditions

a. Conditions Precedent

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

b. Entire Agreement

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

c. Headings

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

d. Schedules and Exhibits

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

e. Executions in Counterparts

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

f. Governing Law

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

g. Modification

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

h. Severability

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

i. Documents and Files

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

j. Insurance Requirements

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

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

EXECUTION PAGE FOLLOWS

WITNESSES:

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

John M. Licastro, Mayor

Sheila Birch, Village Fiscal Officer

Approved as to Form Only:

David J. Matty, Village Solicitor

WITNESSES:

VAN AUKEN AKINS ARCHITECTS LLC:

Print: _____

Title: _____

EXHIBIT "A"



THE VILLAGE OF
Bratenahl

REVISED October 23, 2019 –Request for Proposals for *Architectural and Engineering Services*

Responses are due October 29, 2019

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

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

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

Consultant Team Services may include:

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

Content of letter proposal – It is the intent that proposals be simple and thus limit the length of the proposal letter to 2-pages plus fee schedule. Proposals shall include:

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

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

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

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

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

October 29, 2019

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

Reference: Architectural and Engineering Services

Dear Councilperson Joyce Burke-Jones:

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

Principal Contact Person and Primary Service Provider

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

Firm Qualifications and History

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

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

Architecture and Interior Design Experience

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

Master Plan Experience

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

Sustainable Design Experience

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

Consultant Services

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

Liability Insurance

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

Litigation History

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

Collusion Statement

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

Conclusion

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

Sincerely,

A handwritten signature in black ink that reads "Jill Van Auken AIA". The signature is written in a cursive, flowing style.

Jill Van Auken AIA
VAN AUKEN AKINS ARCHITECTS LLC
JVA/avc

EXHIBIT "B"



Role	2020 Hourly Rates	2023 Hourly Rates
Principal I	\$155.00	\$160.00
Principal II	\$145.00	\$150.00
Associate	\$135.00	\$140.00
Lead Project Architect	\$125.00	\$130.00
Project Engineer	\$120.00	\$125.00
Project Architect	\$120.00	\$125.00
Lead Interior Designer	\$120.00	\$125.00
Interior Designer	\$115.00	\$120.00
Designer	\$105.00	\$110.00
Intern	\$50.00	\$55.00
Administrative I	\$75.00	\$80.00
Administrative II	\$60.00	\$65.00

Name	BENJAMIN			BURKE-JONES			HOEFLING			HUFFMAN			MCDONALD			YONCHAK		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

ORDINANCE NO: 4172

INTRODUCED BY:

AN ORDINANCE AMENDING ORDINANCE NOS. 3294, 3650
AND 3949 TO UPDATE THE HOURLY RATES CHARGED BY
CHAGRIN VALLEY ENGINEERING, LTD. FOR VILLAGE ENGINEER
SERVICES AND DECLARING AN EMERGENCY

WHEREAS, at its meeting of April 11, 2005, the Council approved Ordinance No. 3294 appointing Chagrin Valley Engineering, Ltd. and Donald P. Bierut as Village Engineer; and

WHEREAS, at its meeting of April 16, 2014, the Council approved Ordinance No. 3650 amending Ordinance No. 3294 and certain fees charged by Chagrin Valley Engineering, Ltd.; and

WHEREAS, at its meeting of January 17, 2018, the Council approved Ordinance No. 3949 amending Ordinance Nos. 3294 and 3650 and the hourly rates and compensation charged by Chagrin Valley Engineering, Ltd.; and

WHEREAS, the Council desires to update the hourly rates charged by Chagrin Valley Engineering, Ltd.

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

SECTION 1. Section 1 of Ordinance No. 3650 be amended to read as follows:

“SECTION 1. Section 3 of Ordinance No. 3294 be amended to read as follows:

Section 3. For services in connection with the construction of public improvements authorized by Council and bid by formal or informal bidding process such as roadway, drainage, water, sewer, erosion control or other types of projects relating to replacing and/or maintaining municipal infrastructure facilities, Chagrin Valley Engineering, Ltd. shall receive compensation as a percentage of the actual cost of construction of all improvements authorized by Council and under its control. The amount paid shall be as follows:

COST OF CONSTRUCTION

\$ 0 - \$ 150,000

FEE

Hourly Rates.

\$ 150,001 - \$ 250,000	\$15,000 plus 8% of the amount over \$150,000.
\$ 250,001 - \$ 500,000	\$23,000 plus 7.5% of the amount over \$250,000.
\$ 500,001 - \$1,000,000	\$41,750 plus 7.0% of the amount over \$500,000.
\$1,000,001 - \$5,000,000	\$76,750 plus 6.5% of the amount over \$1,000,000.

The fees provided in this subsection shall cover engineering services including complete detailed plans and specifications, preparation of monthly and final estimates for contractor's payments and providing an Engineer for construction management to administer the construction contract. The above schedule of fees does not cover various supplementary services as enumerated in The Ohio Society of Professional Engineers "Code of Professional Practice" as revised in 1973. The supplemental services include but are not limited to property, boundary, or right-of-way surveys, topographic surveys, grade states for construction, inspection of construction, shop mill, field, or laboratory inspection of materials, cost of test borings, or other subsurface exploration, traffic studies, or calculations of special assessments. These supplementary services may be provided by the Engineer on an hourly basis in accordance with the schedule of rates hereinafter set forth below or upon invoice submitted by the entity providing such supplemental services.

The Engineer shall be entitled to progress payments in proportion to services performed on a monthly basis. The compensation for basic services shall be based upon the following percentages of the total fee attributable to various phases of the work:

(1) Preliminary Report Phase	15%
(2) Preliminary Design Phase	20%
(3) Final Design Phase	45%
(4) Bidding and Construction Phase	20%

Upon authorization by Village Council compensation shall be determined by the foregoing percentages and the Engineer's estimated construction cost or the bid amount for the project, at such time bids are taken. When the final certificate of payment to the contractor is issued for the project, any adjustment shall be made so the total fee shall be a sum equal to the schedule percentage.

In the event proceedings for work are abandoned or postponed and then revived and actively pressed either by this or by a succeeding Council within five (5) years of the date of said abandonment or postponement, the Engineer shall credit against the total compensation the payment previously made hereunder, providing, or course, that the same Engineer is at that time employed by this or by a succeeding Council as Engineer. In the event of the revival of a project within the time frame specified above, the Engineer may negotiate additional fees with the Municipality which are incurred solely as a result of changes in existing conditions since the abandonment or postponement of the project, or design parameters which are established by governmental review and approval subsequent to such delay.

HOURLY RATE SCHEDULE: For additional services for which the Engineer shall have been authorized to prepare material or work not let by Contract, or for special surveys, reports, engineering studies, review of proposed subdivisions, review of grading/drainage/utilities relating to the development of residential lots and the preparation of special assessments, compensation shall be made on the basis of time spent by the Engineer or his employees and associates at the rates set forth in the following schedule of hourly rates, plus reimbursable expenses.

Village <u>Municipal</u> Engineer	\$90.00 <u>105.00</u> per hour
Assistant-Engineer	\$80.00 <u>98.00</u> per hour
<u>Certified Traffic Engineer</u>	<u>\$ 145.00 per hour</u>
<u>Professional Wetland/Env. Scientist</u>	\$80.00 <u>91.00</u> per hour
Wetland Analyst <u>Technician</u>	\$62.00 <u>75.00</u> per hour
<u>Landscape Architect</u>	<u>\$85.00 per hour</u>
Designer	\$75.00 <u>85.00</u> per hour
GIS Technician	\$74.00 <u>88.00</u> per hour
Contract Administrator	\$68.00 <u>85.00</u> per hour
Inspector	\$48.50 <u>60.00</u> per hour
Clerical	\$35.00 <u>42.00</u> per hour
Stormwater Coordinator	\$69.00 <u>83.00</u> per hour
<u>Water Quality Scientist</u>	<u>\$86.00 per hour</u>
Stormwater Technician	\$60.00 <u>76.00</u> per hour
Field Three-Person Survey Crew (3 man)	\$130.00 <u>152.00</u> per hour
Field <u>Two-Person Survey</u> Crew (2 man)	\$114.00 <u>137.00</u> per hour
<u>One-Person Survey Crew</u>	<u>\$124.00 per hour</u>
Surveyor	\$85.00 <u>94.00</u> per hour

Prints, Materials, Supplies and Services provided or performed by others at Cost.”

SECTION 2. Ordinance Nos. 3294, 3650 and 3949 are hereby amended as provided in the above SECTION 1.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village and for the further reason that the hourly rates required revision; wherefore, this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED:

APPROVED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Village Fiscal Officer

Name	BENJAMIN			BURKE-JONES			HOEFLING			HUFFMAN			MCDONALD			YONCHAK		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

ORDINANCE NO: 4174

INTRODUCED BY:

AN ORDINANCE AMENDING ORDINANCE NO. 4148
AS IT RELATES TO EMPLOYEE COMPENSATION
AND DECLARING AN EMERGENCY

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

SECTION 1. Ordinance 4148 be amended to read as follows:

A. ADMINISTRATIVE

**EFFECTIVE
01/01/2023
ANNUAL SALARY**

VILLAGE FISCAL OFFICER/CLERK OF COUNCIL:

\$73,000.00

DEPUTY VILLAGE CLERK:

YEARS OF SERVICE IN DEPARTMENT (INCLUSIVE)

0 years through 5 years	\$57,479.25
6 years through 10 years	\$60,353.21
11 years through 15 years	\$62,767.36
16 years through 20 years	\$64,650.36
21 years through 25 years	\$66,589.87
26 years and over years	\$67,921.67

CLERK OF COURTS:

YEARS OF SERVICE IN DEPARTMENT (INCLUSIVE)

0 years through 5 years	\$52,056.68 <u>53,618.57</u>
6 years through 10 years	\$54,659.52 <u>56,299.49</u>
11 years through 15 years	\$56,845.90 <u>59,114.46</u>
16 years through 20 years	\$58,551.27 <u>61,479.03</u>
21 years through 25 years	\$60,307.81 <u>63,323.40</u>
26 years and over years	\$61,513.97 <u>63,956.64</u>

DEPUTY CLERK OF COURTS:

Years of Service in Department (Inclusive)

0 years through 5 years	\$44,465.09 <u>46,943.99</u>
6 years through 10 years	\$46,688.33 <u>49,291.19</u>
11 years through 15 years	\$48,555.88 <u>51,755.75</u>
16 years through 20 years	\$50,012.55 <u>53,825.98</u>
21 years through 25 years	\$51,512.95 <u>54,902.50</u>
26 years and over years	\$52,543.19 <u>55,451.53</u>

**ADMINISTRATOR OF BUILDING DEPARTMENT:
YEARS OF SERVICE IN DEPARTMENT (INCLUSIVE)**

0 years through 5 years	\$52,056.68 <u>54,158.29</u>
6 years through 10 years	\$54,659.52 <u>56,866.20</u>
11 years through 15 years	\$56,845.90 <u>59,140.84</u>
16 years through 20 years	\$58,551.27 <u>60,915.07</u>
21 years through 25 years	\$60,307.81 <u>62,133.38</u>
26 years and over years	\$61,513.97 <u>62,754.72</u>

**RECREATION DIRECTOR:
(Starting Date June 6, 2022)**

HOURLY RATE
\$20.00/HR

MAYOR'S COURT COMPUTER ADMINISTRATOR: \$ 3,000.00

B. POLICE DEPARTMENT

**EFFECTIVE
01/01/2023
ANNUAL SALARY**

CHIEF OF POLICE: \$103,476.09

LIEUTENANTS:

1 st Year	\$93,149.75
After 1 Year	\$95,811.44

SERGEANTS:

1 st Year	\$86,249.93
After 1 Year	\$88,714.12

PATROL OFFICERS:

1 st Year	\$60,286.03
After 1 Year	\$71,740.42
After 3 Years	\$82,142.78

PART-TIME PATROL OFFICERS:

HOURLY RATE
\$22.25/HR

C. SERVICE DEPARTMENT

**EFFECTIVE
01/01/2023
ANNUAL SALARY**

SERVICE DIRECTOR/STREET COMMISSIONER: ~~\$75,915.98~~ 79,711.84
Hiring Salary

GENERAL FOREMAN:

YEARS OF SERVICE IN DEPARTMENT

Year 1 in Position	\$56,394.74 <u>59,214.48</u>
After Year 1	\$59,214.47 <u>62,175.21</u>

LABORER B:

YEARS OF SERVICE IN DEPARTMENT

2 nd – 3 rd years	\$44,465.09 <u>46,688.20</u>
4 th – 7 th years	\$46,243.69 <u>48,556.04</u>
8 th – 11 th years	\$46,470.32 <u>49,769.72</u>
12 th – 15 th years	\$48,821.78 <u>50,765.12</u>
16 th year and Over	\$49,798.20 <u>51,272.78</u>

LABORER C:

First year probationary by ordinance	\$41,666.72 <u>43,750.20</u>
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PART-TIME/FULL-TIME LABORERS:

HOURLY RATE

All	\$15.84/HR <u>16.64/HR</u>
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SECTION 2. Ordinance No. 4148 and the same hereby is, superseded and restated by this Ordinance.

SECTION 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the Village of Bratenahl and for the further reason that it is necessary to provide compensation for employees of the Village of Bratenahl; therefore, provided this Ordinance receives two-thirds vote of all members of the Council elected thereto, it shall be in full force and effect from and after the earliest time allowed by law.

PASSED:

John M. Licastro, Mayor

ATTEST:

Diana L. Cooks, Deputy Fiscal Officer

Name	Benjamin			Burke-Jones			Hoeffling			Huffman			McDonald			Yonchak		
	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Vote																		
Suspension																		
Passage																		

Jan-23

ORDINANCE NO: 4175

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:

PUBLIC SAFETY

* Chagrin Valley Dispatch	January 2023/Radio maintenance	\$ 23,425.31
Cuyahoga County Sheriff	October 2022	488.48
Dollar Bank	Credit card - police expense	1,655.12
Landmark	Gasoline: 66	3,349.28
Lexipol	Annual fees - Bulletins/Manual	10,099.52
Qualification Targets	Equipment	2,106.00
Sirchie	Magnifier	42.61
* Verizon	MDTs	329.54
<i>SUBTOTAL - PUBLIC SAFETY</i>		<u>\$ 41,495.86</u>

ADMINISTRATION

+ Aetna		Dental - 12/2022	\$ 1,455.20
Bauernschmidt, Charles		Magistrate - 12/3/2022	500.00
+ COSE/Medical Mutual		Medical - 1/2023	17,497.60
Cuyahoga County Mayors/Mgrs Assoc		Annual dues - 2023	898.25
Distillata		Drinking water	78.50
+ Division of Water		#1291440000	18.05
+ Division of Water		#5367340000	38.21
+ Division of Water		#3759120437	119.95
+ Division of Water		#5367340000	0.00
+ Division of Water		#4098440000	0.00
+ Dollar Bank		Village credit card	555.11
+ Dominion		#0012	0.00
+ Dominion		#5971	0.00
+ Dominion		#7898	0.00
Easton		Telephone	1,838.60
Global Cleveland		Welcoming Week Sponsorship	1,000.00
Google **		Email accounts	318.00
Illuminating Company	Traffic Signals	# 110 029 217 558	84.84
Illuminating Company	Street Lighting	# 110 024 090 794	2,435.38
Illuminating Company		# 110 023 586 420	90.75
Illuminating Company		# 110 023 032 078	559.96
Illuminating Company		# 110 022 683 632	141.94
Lake Business Products		Copies/lease	402.16
Licastro, John		Reimbursement - 1/2023 cell phone	75.00
Mayors & City Managers Assoc		Annual dues - 2023	250.00
Molnar Reporting		December 2022	1,478.00
NEORS		#8745	133.71
Ohio EPA		Annual discharge fee	163.00
+ Pitney Bowes		Postage meter/postage	190.65
Rocco, Andrea		Magistrate - 12/21/2022	400.00
+ Spectrum		Internet/cable service	518.01
TAC		Network support - 1/2023	533.00
TeleCare		New telephone system installation	9,523.00
TeleCare		December 2022 hosting	1,410.55
<i>SUBTOTAL - ADMINISTRATION</i>			<u>\$ 42,707.42</u>

RECREATION

*+ Distillata	Drinking water	\$	49.25
*+ Dollar Bank	Recreation credit card		135.33
*+ Dominion	#0000		0.00
*+ Illuminating Company	A/C# 110 023 744 748		745.56
*+ Illuminating Company	Outdoor A/C# 110 050 323 796		70.50
*+ Spectrum	Internet/cable service		194.56
* United Rentals	Portable restroom rentals		87.00
<i>SUBTOTAL - RECREATION</i>			<u>\$ 1,282.20</u>

SERVICE

Division of Water	Fireline	\$	46.60
Division of Water	7482172312		29.85
Dominion	#0973		0.00
+ Home Depot	#9772		0.00
+ Illuminating Company	#110125887239		307.04
Landmark	Gasoline: 34		1,832.36
Linde	Propane		55.66
Spectrum	Internet/cable service		124.41
Unique Paving Materials	Cold mix		240.00
<i>SUBTOTAL - SERVICE</i>			<u>\$ 2,635.92</u>

		CONSULTANTS
CT Consultants	Professional services - 11/2022	\$ 1,811.52
Chagrin Valley Engineering	Professional services - 12/2022	2,286.00
Matty, Henrikson & Greve LLC	Professional services - 12/2022	5,300.00
Matty, Henrikson & Greve LLC	Prosecutorial services - 12/2022	2,307.00
<i>SUBTOTAL - CONSULTANTS</i>		<u>\$ 11,704.52</u>
<i>TOTAL ALL PAY CLAIMS</i>		<u>\$ 99,825.92</u>

- * Restricted fund
- + Electronic payment

FOR RECORD ONLY

Payroll	12/9/2022	\$ 81,422.96
Payroll	12/23/2022	\$ 77,999.35

Section 2.

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

Passed: January 18, 2023

John M. Licastro, Mayor

Diana L. Cooks, Village Fiscal Officer