



**By Call of Mayor John Licastro  
Village Council Meeting  
Wednesday, June 15, 2022 at 6:30PM  
Bratenahl Community Center 10300 Brighton Road**

**AGENDA  
PLEASE SILENCE ALL ELECTRONIC DEVICES**

1. Call to Order and Roll Call
2. Approval of Prior Meeting Minutes
3. Mayor's Report
  - a. General Assembly Update
  - b. Mayor's Court Report
  - c. Retirement: Joseph Zalar
4. New Business:
  - a. Resolution 1261: Adopting FY 2023 Alternative Tax Budget
  - b. Resolution 1262: Authorizing and approving settlement agreement with Susan Capello
  - c. Ordinance 4143: Funds transfer
  - d. Ordinance 4144: Amending appropriations for FY 2022
  - e. Ordinance 4145: Amending compensation for Village Fiscal Officer
  - f. Ordinance 4146: Pay Claims
5. Adjourn

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

Posted: June 13, 2022

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: 1261

INTRODUCED BY:

A RESOLUTION ADOPTING THE ALTERNATIVE TAX BUDGET  
INFORMATION OF THE VILLAGE OF BRATENAHL FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2023, AND SUBMITTING THE SAME TO THE CUYAHOGA  
COUNTY BUDGET COMMISSION AND DECLARING AN EMERGENCY

WHEREAS, on October 11, 2002, the Cuyahoga County Budget Commission with an affirmative vote of all members waived the requirement for taxing authorities of political subdivisions or other taxing units (including schools) to adopt a Tax Budget as provided under O.R.C. Section 5705.281, and instead requires the filing of Alternative Tax Budget Information on an annual basis; and

WHEREAS, the Cuyahoga County Budget Commission will base the Village’s estimated tax resources on the Alternative Tax Budget Information; and

WHEREAS, the Finance Committee has reviewed the Alternative Tax Budget Information as presented by the Village Fiscal Officer and recommends its adoption.

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

SECTION 1. The Alternative Tax Budget Information for the Village of Bratenahl for the fiscal year beginning January 1, 2023, a copy of which Information is attached hereto as Exhibit “A” be, and the same hereby is, adopted.

SECTION 2. That the Village Fiscal Officer be, and she hereby is, authorized and directed to forward certified copies of the Alternative Tax Budget Information and this Resolution to the Cuyahoga County Budget Commission as required by law.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the residents of the Village and for further reason that the Alternative Tax Budget must be submitted to the Budget Commission prior to the imposed deadline, therefore, this Resolution shall be in full force and effect immediately upon its passage.

Passed:

\_\_\_\_\_  
John Licastro, Mayor

Attest:

\_\_\_\_\_  
Diana L. Cooks, Village Fiscal Officer

EXHIBIT "A"

VILLAGE  
OF  
BRATENAHL  
  
2023  
  
ALTERNATIVE  
TAX BUDGET

Prepared for adoption on June 15, 2022

Village of Bratenahl  
 2023 Alternative Tax Budget  
 Schedule 1

Fund	Purpose	Authorized by Voters	Levy Type	Levy Length	Tax Year Commence	Tax Year Ends	Max Rate Authorized	Amount Requested Budget Commission
Estimated 2023 Assessed Valuation - \$98,000,000								
General	Within 10 Mill Ltd for Operating Expenses	Ohio Revised Code Section 59	ORC 59	Indefinite	NA	NA	4.2	\$411,600
Police Pension	Within 10 Mill Ltd for Police Pension Payments	Ohio Revised Code Section 59	ORC 59	Indefinite	NA	NA	0.3	\$29,400
Outside 10 Mill Limitation								
General	Current Expenses	11/5/2013	Renewal	5	1/1/2019	12/31/2023	4.5	\$441,000
<b>Total Request</b>								<b>\$ 882,000.00</b>

Village of Bratenahl  
 2023 Alternative Tax Budget  
 Statement of Fund Activity  
 Schedule Z

Fund #	Fund by Type	2023 Estimated Unencumbered Beginning Fund Balance	Taxes and Local Government Revenue	Other Sources Receipts (Including Income Tax)	Total Resources Available for Expenditures	Total Estimated Expenditures Encumbrances	2023 Estimated Unencumbered Fund Balance
1000	General Fund	\$1,618,983.37	\$1,126,000.00	\$2,331,510.00	\$5,076,493.37	\$3,979,305.50	\$1,097,187.87
	<u>Special Revenue</u>						
2011	Streets	\$17,547.00	\$55,000.00	\$0.00	\$72,547.00	\$45,000.00	\$27,547.00
2021	State Highway	\$14,114.00	\$5,000.00	\$0.00	\$19,114.00	\$7,500.00	\$11,614.00
2041	Parks/Recreation	\$178,025.63	\$0.00	\$7,500.00	\$185,525.63	\$71,363.00	\$114,162.63
2071	Restricted Income Tax	\$100,000.00	\$0.00	\$500,000.00	\$600,000.00	\$500,000.00	\$100,000.00
2081	Drug Law Enforcement	\$14,213.82	\$0.00	\$4,000.00	\$18,213.82	\$0.00	\$18,213.82
2091	LET	\$20,720.49	\$0.00	\$500.00	\$21,220.49	\$0.00	\$21,220.49
2092	Tow Release	\$16,457.16	\$0.00	\$4,250.00	\$20,707.16	\$1,500.00	\$19,207.16
2093	Canine Fund	\$5,931.12	\$0.00	\$0.00	\$5,931.12	\$2,500.00	\$3,431.12
2094	OVI Enforcement	\$5,777.84	\$0.00	\$0.00	\$5,777.84	\$0.00	\$5,777.84
2101	Permissive License Tax	\$19,500.73	\$0.00	\$5,000.00	\$24,500.73	\$0.00	\$24,500.73
2131	Police Pension	\$0.00	\$28,365.00	\$0.00	\$28,365.00	\$28,365.00	\$0.00
2901	Computer Fund	\$14,136.02	\$0.00	\$15,000.00	\$29,136.02	\$13,000.00	\$16,136.02
2904	Police Equip Gift Fund	\$3,386.16	\$0.00	\$0.00	\$3,386.16	\$0.00	\$3,386.16
2907	Motorcycle Lease Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2908	DEA	\$18,161.60	\$0.00	\$0.00	\$18,161.60	\$5,000.00	\$13,161.60
2909	Shade Tree Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<u>Debt Service</u>						
3101	General Obligation Fund	\$0.00	\$0.00	\$2,400,000.00	\$2,400,000.00	\$2,460,000.00	\$0.00
4903	DOPW/C - 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<u>Capital Projects</u>						
4904	Capital Projects Reserve	\$76,334.76	\$0.00	\$0.00	\$76,334.76	\$0.00	\$76,334.76
	<b>Totals</b>	<b>\$2,123,289.70</b>	<b>\$1,214,365.00</b>	<b>\$5,267,760.00</b>	<b>\$8,605,414.70</b>	<b>\$7,113,533.50</b>	<b>\$1,551,881.20</b>

Village of Bratenahl  
 2023 Alternative Tax Budget  
 Schedule 3  
 Unvoted General Obligation Debt - 2023

Purpose of Bond or Notes	Issued	Maturity	P&I at 1/1/23	P&I pmts for 2023
Service Garage/Shed	2022	2023	\$0.00	\$ 2,400,000
DOPW/C - (Interest Free)	2003	2023	\$ 13,552	\$ 13,552

6/9/22  
 D. Cooks

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: 1262

INTRODUCED BY:

**A RESOLUTION AUTHORIZING AND APPROVING A  
SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS  
WITH SUSAN CAPELLO 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 Agreement and Release of All Claims with Susan Capello and authorizes the Mayor to execute such Settlement Agreement and Release of All 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 timely accommodate Susan Capello's resignation, 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"

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

**WHEREAS**, Susan Capello (hereinafter "Capello") and the Village of Bratenahl, Ohio (hereinafter the "Village"), an Ohio municipal corporation, mutually desire to settle the current issues in Capello's employment relationship with the Village and enter into this Settlement Agreement and Release of All Claims (hereinafter the "Agreement"); and

**WHEREAS**, for the past two (2) years, Capello has unintentionally been paid as an exempt employee when it has been recently discovered by the Village's Fiscal Officer that she is actually a non-exempt employee; and

**WHEREAS**, Capello and the Village have agreed that Capello is owed overtime at time and one-half for a total of 231.5 hours for the past two (2) years; and

**WHEREAS**, Capello has resigned effective May 25, 2022, and the Village and Capello desire to completely resolve any and all employment issues between said parties.

**THEREFORE**, in consideration of the promises and representations herein, Capello and the Village hereby agree as follows:

**1. Effective Date.**

Village and Capello hereby agree that Capello's settlement is effective July 1, 2022, (hereinafter "Effective Date"), in exchange for the release and promises further described below.

**2. Settlement and Release.**

Provided Capello executes this Agreement and does not revoke her acceptance of this Agreement pursuant to Section 6 below, the Village hereby agrees to provide consideration of \$7,688.12 that being for 231.5 hours of overtime at time and one-half for the past two (2) years, payment for all 13 vacation days earned and unused in 2022 and carried over from 2021, any retirement or pension fund contributions by the Village due as otherwise provided for by law, three thousand five hundred dollars (\$3,500.00) as additional consideration for the complete release below and the provision of a favorable recommendation to any prospective employer of Capello making inquiry regarding her employment with the Village.

Capello agrees, on her own behalf and on behalf of her heirs, executors, agents, successors and assigns, to release and forever discharge, to the full extent permitted by law, the Village, and its respective officers, agents, current and/or former employees, successors, predecessors and assigns, and any other person, firm, corporation or legal entity in any way related to the Village,



its affiliates and its or their subsidiaries, in their personal, individual, official and/or corporate capacities, (the "Released Parties"), of and from any and all charges, claims, liabilities, obligations, causes of action, and expenses (including attorney's fees and costs actually incurred in this dispute), which Capello ever had or now has or hereafter can, shall or may have against any of the Released Parties, arising out of the employment of Capello by the Village, or the circumstances of separation from her employment relationship with the Village, whether known or unknown, suspected or unsuspected at the present time, or which may be based upon pre-existing acts, claims or events occurring at any time up to the Separation Date of May 25, 2022, which may result in future damages, including without limitation all direct or indirect claims either for direct or consequential damages of any kind whatsoever, including:

a. Any claim of discrimination alleging a violation of the Americans with Disabilities Act ("ADA"); any and all claims for any state or federal civil right violations; and

b. Any and all statutory claims involving public employees or claims purportedly relating to or arising from the Village's policies or procedures; and

c. Any and all claims in the nature of any tort that Capello has made, or could have made against the Village as a result of any injury/occupational illness sustained or contracted in the course of, and arising out of her employment with the Village; and

d. Any and all other claims related to her separation from employment with the Village, including but not limited to claims for breach of contract, promissory estoppel, negligent or intentional tortious conduct, negligent or intentional infliction of emotional distress, defamation, retaliation and similar claims, so long as no disparaging comments are made by any current Village elected official about Capello, and Capello also agrees not to make any disparaging comments about any current Village elected official; and

e. Any alleged violation of the Civil Rights Act of 1991, Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, as amended, Employee Retirement Income Security Act, to the extent permitted by law; the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Family Medical Leave Act; the Fair Labor Standards Act (to the extent permitted by law); the Ohio Workers' Compensation Act (to the extent permitted by law); the Occupational Safety and Health Act of 1970; Age Discrimination in Employment Act of 1967, as amended, Ohio's fair employment statutes; and any other federal, state or local civil, labor, pension, wage-hour or human rights law, federal or state public policy, contract or tort law; any claim arising under federal or Ohio common law, including, but not limited to, constructive or wrongful discharge or intentional or negligent infliction of emotional distress; and any claim for costs or attorney's fees; and

f. As of the Separation Date of May 25, 2022, Capello irrevocably and permanently agrees that her employment with the Village has ended and Capello waives, relinquishes and releases any right she may have for continued or future employment with the Village, its affiliates and subsidiaries despite any implicit or explicit provision in any agreement, contract, common law, or otherwise. Capello agrees that she will never seek or apply for employment with the Village. If she should do so in violation of this provision, Capello acknowledges that this

Agreement and her promise not to seek or accept employment with the Village shall constitute good, just and proper cause to refuse her employment or, if hired, to terminate her employment; and

g. Further, Capello shall cooperate fully with the Village and with the Village's counsel in connection with any present and future actual or threatened litigation or administrative proceedings involving the Village that relates to events, occurrences or conduct occurring (or claimed to have occurred) during the period of Capello's employment with the Village; and

h. Capello acknowledges that the Village's decision to enter into this Agreement, or any payments made by the Village pursuant to this Agreement, do not constitute an admission by the Village of wrongdoing, liability or of violation of any applicable laws or regulations.

### **3. Entire Agreement.**

The terms herein constitute the entire agreement between the parties and the only consideration for signing this Agreement. No other promises or agreements of any kind have been made to or with the parties to cause them to execute this Agreement.

### **4. Authority to Release.**

Capello warrants that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement; that Capello has the sole right and exclusive authority to execute this Agreement and receive the sums and consideration specified or referenced herein; and that Capello has not sold, assigned, transferred, conveyed or otherwise disposed of any claims demands, obligation, or causes of action referred to in this Agreement.

### **5. General Provisions.**

a. This Agreement may not be waived, changed, modified, extended or discharged except by agreement in writing signed by the party against whom enforcement of any such waiver, change, modification, extension or discharge is sought.

b. No failure by a party to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach hereof, shall constitute a waiver of any such term or of any remedy for such breach. No waiver of any remedy for such breach shall affect or alter this Agreement, which will continue in full force and effect without respect to any other then-existing or subsequent breach.

c. This Agreement shall be governed, construed and interpreted in accordance with the local laws of the State of Ohio. Any dispute arising under or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State court located in Cuyahoga County, Ohio.

d. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect any other provisions or applications of the Agreement and Release which

can be given effect without the invalid provisions or application and, to this end, the provisions of this Agreement are declared to be severable.

e. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute this Agreement.

**6. Additional Warranties and Representations.**

a. The Village hereby advises Capello to consult with an attorney prior to executing this Agreement. It is Capello's decision to discuss this Agreement with an attorney. Capello has carefully read and fully understands all of the provisions of this Agreement, and she is voluntarily entering into this Agreement.

b. Capello acknowledges that she has twenty-one (21) days from the date this Agreement was provided to consider this Agreement. The Parties acknowledge that Capello has seven (7) days after signing to revoke this Agreement.

c. Capello warrants that she has not been induced to execute this Agreement by any warranty, representation, promise, covenant, or agreement made by or on behalf of the Village or any other party or person, other than those specifically set forth herein.

d. Capello agrees that this Agreement and each of its terms and conditions are subject to public records disclosure pursuant to Ohio law.

e. Capello warrants that she is of legal age, under no legal disability of any kind, and is fully and completely competent to execute and deliver this Release and Settlement Agreement.

**CAPELLO UNDERSTANDS AND AGREES THAT THIS IS A FULL, FINAL AND COMPLETE RELEASE AND SETTLEMENT OF ANY AND ALL CLAIMS AND DEMANDS OF EVERY KIND AND CHARACTER WHATSOEVER AND RELEASES THE VILLAGE OF BRATENAHL FROM ANY AND ALL CLAIMS AND DEMANDS WHICH ARE KNOWN, UNKNOWN, SUSPECTED AND UNSUSPECTED.**

Executed this 3rd day of June, 2022.

  
\_\_\_\_\_  
SUSAN CAPELLO

The Village of Bratenahl, Ohio

By: \_\_\_\_\_  
John Licastro, Mayor  
Village of Bratenahl, Ohio

Approved as to Form:

By: \_\_\_\_\_  
David J. Matty, Village Solicitor  
Village of Bratenahl, Ohio

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: 4143

INTRODUCED BY:

AN ORDINANCE MAKING NECESSARY TRANSFERS  
BETWEEN CERTAIN FUNDS FOR THE FISCAL  
YEAR ENDING DECEMBER 31, 2022  
AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Section 5705.14 of the Ohio Revised Code, the Council deems it necessary to make certain transfers between the various Funds of the Village for the fiscal year ending December 31, 2022.

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

SECTION 1. That the Clerk be authorized to make the following transfer between certain funds of the Village:

<u>FROM</u>	<u>AMOUNT</u>	<u>To</u>
1000 (General Fund)	\$216,730.77	2071 (Restricted Income Tax Fund)

SECTION 2. The Clerk be, and is hereby authorized to make payments from any of the foregoing transferred funds upon receiving prior invoices and vouchers therefor, approved by the persons authorized by law to approve the same.

SECTION 3. 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 transfer 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

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.: 4144

INTRODUCED BY:

AN ORDINANCE TO AMEND ORDINANCE NO. 4135 AND  
 APPROPRIATING FUNDS TO PROVIDE FOR THE EXPENDITURES  
 OF THE VILLAGE OF BRATENAH L DURING THE FISCAL YEAR  
 ENDING DECEMBER 31, 2022, AND DECLARING AN EMERGENCY

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

SECTION 1. Ordinance No. 4135 approved by the Bratenahl Village Council at its meeting of February 16, 2022 be, and the same is hereby amended to the extent set forth in Exhibit "A", and to the extent inconsistent, portions of Ordinance No. 4135 are hereby repealed.

SECTION 2. The Village Fiscal Officer is hereby authorized to draw her warrants for payment from any of the foregoing appropriations upon receiving proper certificates and vouchers, therefore approved by the Board of Officers, authorized by law to approve the same, or an Ordinance or Resolution of Council to make the expenditure, 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.

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 immediate preservation of the public, health, safety and welfare of the inhabitants of the Village of Bratenahl, by reason of the immediate necessity to make adjustments to appropriations of the Village; wherefore, this Ordinance shall be in full force and effect from and immediately after its adoption.

PASSED:

\_\_\_\_\_  
 John M. Licastro, Mayor

ATTEST:

\_\_\_\_\_  
 Diana L. Cooks, Village Fiscal Officer

Village of Bratenahl  
ReAppropriations  
Exhibit A

1000-110-190-1015	FT OT	\$ 25,000
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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: 4145

INTRODUCED BY:

AN ORDINANCE AMENDING ORDINANCE NO. 4139  
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 4139 be amended to read as follows:

**A. ADMINISTRATIVE**

**EFFECTIVE  
06/15/2022  
ANNUAL SALARY**

**VILLAGE FISCAL OFFICER/CLERK OF COUNCIL:**

**\$61,258.80 \$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
6 years through 10 years	\$54,659.52
11 years through 15 years	\$56,845.90
16 years through 20 years	\$58,551.27
21 years through 25 years	\$60,307.81
26 years and over years	\$61,513.97

**DEPUTY CLERK OF COURTS:**

**Years of Service in Department (Inclusive)**

0 years through 5 years	\$44,465.09
6 years through 10 years	\$46,688.33
11 years through 15 years	\$48,555.88
16 years through 20 years	\$50,012.55
21 years through 25 years	\$51,512.95
26 years and over years	\$52,543.19



**ADMINISTRATOR OF BUILDING DEPARTMENT:**

**YEARS OF SERVICE IN DEPARTMENT (INCLUSIVE)**

0 years through 5 years	\$52,056.68
6 years through 10 years	\$54,659.52
11 years through 15 years	\$56,845.90
16 years through 20 years	\$58,551.27
21 years through 25 years	\$60,307.81
26 years and over years	\$61,513.97

**RECREATION DIRECTOR:**

**YEARS OF SERVICE IN DEPARTMENT**

0 – 3 <sup>rd</sup> years	\$43,380.57
4 <sup>th</sup> – 7 <sup>th</sup> years	\$46,688.36
8 <sup>th</sup> – 11 <sup>th</sup> years	\$47,371.59
12 <sup>th</sup> – 15 <sup>th</sup> years	\$48,792.73
16 <sup>th</sup> year and Over	\$50,012.55

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

**B. POLICE DEPARTMENT**

**EFFECTIVE  
01/01/2022  
ANNUAL SALARY**

**CHIEF OF POLICE:** \$103,476.09

**LIEUTENANTS:**

1 <sup>st</sup> Year	\$93,149.75
After 1 Year	\$95,811.44

**SERGEANTS:**

1 <sup>st</sup> Year	\$86,249.93
After 1 Year	\$88,714.12

**PATROL OFFICERS:**

1 <sup>st</sup> 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  
01/01/2022  
ANNUAL SALARY**

**SERVICE DIRECTOR/STREET COMMISSIONER:** \$84,029.96\*

\*The current Service Director/Street Commissioner shall remain at his current salary.

Hiring Salary \$75,915.98

**GENERAL FOREMAN:**

**YEARS OF SERVICE IN DEPARTMENT**

Year 1 in Position \$56,394.74

After Year 1 \$59,214.47

**LABORER B:**

**YEARS OF SERVICE IN DEPARTMENT**

2<sup>nd</sup> – 3<sup>rd</sup> years \$44,465.09

4<sup>th</sup> – 7<sup>th</sup> years \$46,243.69

8<sup>th</sup> – 11<sup>th</sup> years \$46,470.32

12<sup>th</sup> – 15<sup>th</sup> years \$48,821.78

16<sup>th</sup> year and Over \$49,798.20

**LABORER C:**

First year probationary by ordinance \$41,666.72

**PART-TIME/FULL-TIME LABORERS:**

**HOURLY RATE**

All \$15.84/HR

SECTION 2. Ordinance No. 4139 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			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																		

Jun-22

ORDINANCE NO: 4146

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**

Atwell's Police & Fire Equipment	Uniforms/Equipment/Vests	\$ 4,325.13
Best Buy Tire	Repair/maintenance police vehicles	785.35
* Chagrin Valley Dispatch	June 2022	20,084.74
Cleveland Clinic at Work	Pre-employment screening	738.00
Cuyahoga County Sheriff	Housing - inmates	0.00
Guth Labs	Mix for Breathalyzer	34.52
Landmark	Gasoline: 66	2,443.65
Shuttler's	Uniforms/Equipment/Vests	623.00
South End Printing	Business cards	49.30
* Verizon	MDTs	329.62
	<b><i>SUBTOTAL - PUBLIC SAFETY</i></b>	<b><u>\$ 29,413.31</u></b>

**ADMINISTRATION**

+ Aetna		Dental - 6/2022	\$ 1,276.30
Bauernschmidt, Charles		Magistrate - 6/7/22	500.00
+ COSE/Medical Mutual		Medical - 6/2022	15,846.33
Distillata		Drinking water	82.00
+ Division of Water		#1291440000	23.73
+ Division of Water		#5367340000	80.45
+ Division of Water		#3759120437 (11404 LSB)	119.95
+ Division of Water		#8857980107 (11404 LSB)	61.35
+ Dollar Bank		Village credit card (recurring police expenses/K9 purchases)	437.00
+ Dominion		#2440100080012	77.97
+ Dominion		#7180000785971	53.72
+ Dominion		#7180015427898	52.04
Easton		Telephone	1,794.72
Google **		Email accounts	318.00
Illuminating Company	Traffic Signals	# 110 029 217 558	74.91
Illuminating Company	Street Lighting	# 110 024 090 794	2,322.07
Illuminating Company		# 110 023 586 420	95.80
Illuminating Company		# 110 023 032 078	879.85
Illuminating Company		# 110 022 683 632	200.45
Lake Business Products		Copies/lease	181.54
Licastro, John		June 2022	75.00
NEORS		#6271498745	133.71
Ohio Public Works		OPWC	20,084.74
+ Republic Services		Rubbish removal - 6/2022	4,865.81
Silco		Annual fire alarm inspection	227.00
+ Spectrum		Internet/cable service	259.00
*+ Spectrum		Internet/cable service	578.99
TAC Computer		Network support	533.00
Treasurer of State		BBS - 4/22, 5/22	76.09
<b><i>SUBTOTAL - ADMINISTRATION</i></b>			<b><u>\$ 51,311.52</u></b>

**RECREATION**

*+ Distillata		Drinking water	\$ 28.25
*+ Dollar Bank		Recreation credit card	482.38
*+ Dominion		#7440100080000	97.29
*+ Illuminating Company		A/C# 110 023 744 748	594.95
*+ Illuminating Company	Outdoor	A/C# 110 050 323 796	64.42
*+ Republic Services		Rubbish removal - 6/2022	182.31
* Silco		Annual fire alarm inspection	514.50
*+ Spectrum		Internet/cable service	194.56
* Viscomm		Memorial Day	1,336.58
* United Rentals		Portable restroom rentals	90.00
<b><i>SUBTOTAL - RECREATION</i></b>			<b><u>\$ 3,585.24</u></b>

**SERVICE**

Best Truck Equipment		Equipment/parts	\$ 387.50
Division of Water		#7482172312	29.85
Division of Water		Fireline	46.60
Dominion		#718005810973	68.74
+ Home Depot		#9772	0.00
+ Illuminating Company		#110125887239	317.27
Landmark		Gasoline: 34	1,258.85
Linde		Propane	52.32
Mentor MFG		Parts	269.35
Napa Auto Parts		Parts	73.55
Silco Fire & Security		Annual fire alarm inspection	386.00
Spectrum		Internet/cable service	124.41
Sutton Hardware		Supplies	145.98
<b><i>SUBTOTAL - SERVICE</i></b>			<b><u>\$ 3,160.42</u></b>

		<b>CONSULTANTS</b>
Chagrin Valley Engineering	Professional services - 4/2022	\$ 760.00
Clemens Nelson	Professional services - 4/2022	175.00
Matty, Henrikson & Greve LLC	Professional services - 5/2022	10,427.50
Matty, Henrikson & Greve LLC	Prosecutorial services - 5/2022	<u>2,187.50</u>
<b><i>SUBTOTAL - CONSULTANTS</i></b>		<b><u>\$ 13,550.00</u></b>
 <b><i>TOTAL ALL PAY CLAIMS</i></b>		 <b><u>\$ 101,020.49</u></b>

- \* Restricted fund
- + Electronic payment

**FOR RECORD ONLY**

Payroll	5/14/2021	\$ 70,597.64
Payroll	5/28/2021	\$ 66,444.24

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: June 15, 2022

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John M. Licastro, Mayor

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Diana L. Cooks, Village Fiscal Officer