



**By Call of Mayor Keith A. Benjamin  
Village Council Meeting  
Wednesday, January 21, 2026 at 6:30PM  
Bratenahl Community Center 10300 Brighton Road**

**PLEASE SILENCE ALL ELECTRONIC DEVICES**

**AGENDA**

1. Call to Order/Pledge of Allegiance/Roll Call
2. Approval of minutes from prior meetings
3. Election of Council President Pro Tem
4. Communications from Village Council, Mayor and/or Administration
5. Public Comment Related to Agenda Items
6. Resolution 1443: Authorizing the purchase of Service Department equipment
7. Resolution 1444: Authorizing the purchase of Police Department vehicle
8. Resolution 1445: Authorizing an MOU for Phase II Stormwater Svcs for 2026-30
9. Ordinance 4292: Confirming David Maund as Street Commissioner
10. Ordinance 4293: Pay Claims
11. Public Comment – General
12. Adjournment

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

Posted: January 16, 2026

Diana L. Cooks, Clerk of Council

Name	BURKE-JONES			DEWS			HOEFLING			HUFFMAN			KOZINSKI			PUFFENBERGER		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

RESOLUTION NO: 1443

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE  
BRATENAHL SERVICE DEPARTMENT FROM MENTOR MFG THROUGH THE  
SOURCEWELL PURCHASING SERVICE COOPERATIVE  
AND DECLARING AN EMERGENCY

WHEREAS, the Village Fiscal Officer for the Village of Bratenahl has been authorized to register with Sourcewell Purchasing Service Cooperative; and

WHEREAS, pursuant to the provisions of Ohio Revised Code Section 125.04, the Village of Bratenahl deems it cost effective to acquire certain equipment through the Sourcewell Purchasing Service Cooperative.

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

SECTION 1. The Village Fiscal Officer is hereby authorized to enter into a contract on behalf of the Village of Bratenahl with the Sourcewell Purchasing Service Cooperative, through its authorized vendor, Mentor MFG, and specifically contract #12463, for the purchase of equipment, in the amount of fifty-two thousand, one hundred thirty-seven dollars and sixty-seven cents (\$52,137.67), for use by the Bratenahl Service Department, as set forth in the WEB QUOTE #2931949 and Fiscal Officer’s Certificate attached hereto as Exhibit “A”, said contract to be in such form as is approved by the Village Solicitor:

1	M5-091HDC12-1 Base Price	\$78,902.00
1	Front Loader M5-091/M5-111	7,992.00
1	Standard Valve Kit for Cab PNF	1,377.00
1	96” Skid Steer Bucket	1,468.00
1	3 <sup>RD</sup> Function Valve Kit for Cab PNF	0.00
	<u>PRICE</u>	\$89,739.00
	Less Sourcewell Discount	<u>(19,742.58)</u>
	<u>SUBTOTAL</u>	<u>\$69,996.42</u>
	Factory Assembly	325.00
	Dealer Assembly	660.00
	Freight Cost	1,206.25
	PDI	400.00
	Rim Guard 150 Gallons	550.00
	Kubota M7060HDC12 Trade-In	<u>(21,000.00)</u>
	<b>TOTAL</b>	<b><u>\$52,137.67</u></b>

SECTION 2. Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Village Fiscal Officer is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the Village. 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 as 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 Service Department's need for the equipment; wherefore, this Resolution shall be in full force and effect from and immediately after its adoption.

PASSED:

APPROVED:

---

Keith A. Benjamin, Mayor

ATTEST:

---

Diana L. Cooks, Village Fiscal Officer



Ground Maintenance, CE, Utility  
 Tractors, Mowers, RTV's - 112624-KBA  
 Ag Tractors with Related Attachments - 082923-KBA  
 NJPA Arkansas 4600041718  
 Nebraska 14777 (OC)  
 Mississippi 8200067336

M5-091HDC12-1 WEB QUOTE #2931949

Date: 1/2/2026 11:11:39 AM

- Customer Information -

Maund, Dave

124632

Village of Bratenahl

service@bratenahl.org

2169069500

EXHIBIT "A"

Quote Provided By  
 MENTOR MFG  
 Jonathon Hodgins  
 5782 HEISLEY RD  
 MENTOR, OH 44060  
 email: jhodgins@mfgkubota.com  
 phone: 4403135944

- Standard Features -

- Custom Options -



M Series

M5-091HDC12-1

4WD, HYDRAULIC SHUTTLE TRANSMISSION & ROPS

\*\*\* EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS \*\*\*

**DIESEL ENGINE**

Kubota V3800 Direct Injection  
 3.8L (230 cu. in.) 4 Cyl  
 EPA Tier 4 Final Compliant  
 Common Rail Electronic Fuel Injection  
 Electronic Engine Management  
 Turbocharged  
 w/Wastegate and Intercooled  
 Fuel Tank Capacity: 27.7 Gal  
 60 Amp Alternator ROPS  
 80 Amp Alternator Cab  
 12V 900 CCA Battery  
 SAE Gross HP: 92.5  
 Engine Net HP: 85.5  
 Max. PTO HP: 76  
 Cab @ 2600 Engine RPM  
 ROPS @ 2400 Engine RPM

**TRANSMISSION**

8F/8R Two Range, 4-Speed  
 12F/12R Two Range, 6-Speed  
 540/540E  
 24F/24R Two Range, 6-Speed Hi/Lo  
 540/540E  
 24 speed on M5-111 only  
 Auto 4WD Function  
 Electro-Hydraulic Shuttle Shift  
 Clutch - Multi Plate Wet  
 Planetary Final Drives  
 Hydraulic Wet Disc Brakes

**FRONT AXLE**

Hydrostatic Power Steering  
 2WD: Tubular Steel Beam Telescoping  
 4WD: Cast Iron, Bevel Gear 55 deg  
 Planetary Final Drives  
 Adj. (Rim) Tread Spacing

**FLUID CAPACITY**

Fuel Tank Capacity: 27.7 gal  
 DEF Tank Capacity: 3.2 gal  
 Cooling System: 11 qts  
 Crankcase: 11.3 qts  
 Hydraulics/Trans: 15.85 gal

**INSTRUMENTS**

LCD readout for MPH and PTO rpm  
 RPM Memory  
 Tachometer/Hour meter  
 Oil Pressure  
 Fuel Gauge  
 Coolant Temperature  
 Gear Speed Digital Light Indicator  
 Digital Light Indicator F/R Direction

**ULTRA GRAND CAB II**

4-post, ROPS Certified  
 RH & LH Doors  
 Tinted Glass Doors and Windows  
 In-roof window  
 Tilt Steering Wheel  
 Dual Level Air Conditioning & Heater  
 Front and Wiper/Washer  
 Front Sun Visor  
 Retractable Seat belt  
 LH & RH Side Mirrors  
 Radio Ready Cab  
 Steps, Left and Right Side  
 Interior Dome Light  
 12V - 30-Amp 2 Wire Coupler  
 12V - 3 Pin 30-Amp Coupler  
 12V - Outlet  
 Cup Holder  
 Instructor Seat Ready  
 Horn

**SAFETY EQUIPMENT**

Flip-Up PTO Shield

**EXHAUST EMISSION CONTROL TYPE**

DPF System (Diesel Particulate Filter)  
 SCR System

**HYDRAULICS / HITCH / DRAWBAR**

Open Center Gear Pump  
 Max. Flow @ Rated Engine Speed: ROPS:  
 2400 rpm  
 Cab: 2600 rpm  
 Power Steering: 5.4 gpm  
 Impl. Flow ROPS: 15.9 gpm  
 Impl. Flow Cab: 17.0 gpm  
 Total Flow - ROPS: 21.3 gpm  
 Total Flow - Cab: 23.1 gpm

**REMOTE VALVES**

(1) SCD (Self Canceling Detent)  
 (1) FD (Float Detent) on -1 models (2 Total standard)

**3 POINT HITCH & DRAWBAR**

Cat II 3-point Hitch  
 8 Speed Models  
 @ Lift Points: 7055 lbs  
 (ASAE) @ 24" Behind: 5181 lbs  
 12/24 Speed Models  
 @ Lift Points: 8600 lbs  
 (ASAE) @ 24" Behind: 7275 lbs  
 2 External Lift Cylinders  
 Telescoping Lower Links  
 Stabilizers  
 Swinging Drawbar - Straight

**POWER TAKE OFF (540)**

Live-Independent Hyd. PTO  
 SAE 1 3/8" Six Spline  
 540 rpm @ 2205 Eng. rpm  
 540 rpm @ 2035 Eng. rpm 12/24 speed  
 540E\* @ 1519 Eng. rpm  
 \* if equipped 12/24 Standard

M5-091HDC12-1 Base Price: \$78,902.00

**Selected Kubota Attachments**

(1) FRONT LOADER /M5-091/M5-111 TRACTORS PNF \$7,992.00  
 LA1854-FRONT LOADER /M5-091/M5-111 TRACTORS PNF  
 (1) STANDARD VALVE KIT FOR CAB PNF \$1,377.00  
 M6902-STANDARD VALVE KIT FOR CAB PNF  
 (1) 96" SKID STEER BUCKET \$1,468.00  
 M1896-96" SKID STEER BUCKET  
 (0) 3RD FUNCTION VALVE KIT FOR CAB PNF \$0.00  
 M6906-3RD FUNCTION VALVE KIT FOR CAB PNF

Total Kubota Attachments: \$10,837.00

Total Attachments: \$10,837.00

**Configured Price: \$89,739.00**

**Sourcewell Discounts:**

Kubota Items: (\$19,742.58)

Total Discount: (\$19,742.58)

**SUBTOTAL: \$69,996.42**

Factory Assembly: \$325.00

Kubota Item Fees:

Dealer Assembly: \$660.00

Freight Cost: \$1,206.25

PDI: \$400.00

M7060HDC12 trade in 2300 hours with loader and 3rd function valve (\$21,000.00)

Rim Guard 150 Gallons \$550.00

Total Unit Price: \$52,137.67

Quantity Ordered: 1

Final Sales Price: \$52,137.67

**Purchase Order Must Reflect Final Sales Price.**

To order, place your Purchase Order directly with the quoting dealer

**LIGHTING**

2 Headlights - Tail lights  
4 Hazard Flasher Lights w/ Turn Signals  
2 Grille Mounted Worklights  
2 Front Cab Halogen Worklights  
2 Rear Halogen Worklights

Electric Key Shut Off  
Parking Brake  
Turn Signals  
SMV Sign  
7-Pin Electrical Trailer Connector

**SELECTED TIRES**

sub116

FRONT - 12.5/80-18 I3 TITAN CONTRACTOR 8STUD  
REAR - 19.5L-24 R4 TITAN INDUSTRIAL TRACTOR LUG

**\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.**

© 2018 Kubota Tractor Corporation. All rights reserved.

REV 1/18/17.25

**FISCAL OFFICER CERTIFICATE**

As the Fiscal Officer of the Village of Bratenahl, I hereby certify that the amount of \$52,137.67 required to meet the attached contract, agreement, obligation or expenditure has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the \_\_\_\_\_ Fund and free from any obligation or certification now outstanding.

**Certification:** \_\_\_\_\_  
Diana L. Cooks, Village Fiscal Officer

**Date:** \_\_\_\_\_

Name	BURKE-JONES			DEWS			HOEFLING			HUFFMAN			KOZINSKI			PUFFENBERGER		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

RESOLUTION NO: 1444

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE PURCHASE OF A  
2025 CHEVROLET TAHOE FOR USE BY THE POLICE  
DEPARTMENT FROM PRESTON CHEVROLET, INC.  
IN ACCORDANCE WITH THE PROVISIONS OF OHIO  
REVISED CODE SECTION 125.04(C) AND DECLARING  
AN EMERGENCY

WHEREAS, pursuant to the provisions of Ohio Revised Code Section 125.04(C), the Village of Bratenahl deems it cost effective to purchase a vehicle for use by the Police Department from Bob Gillingham Ford based upon equivalent State of Ohio, Administrative Services, Purchasing Contract terms, conditions, and specifications, but at a lower price.

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

SECTION 1. The Village Fiscal Officer is hereby authorized to acquire from Preston Chevrolet, Inc., based upon the provisions of Ohio Revised Code Section 125.04(C), the following vehicle for use by the Police Department:

One 2025 Chevrolet Tahoe	TOTAL	<u>\$53,763.00</u>
--------------------------	-------	--------------------

SECTION 2. This Resolution 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 the vehicle is necessary for the Police Department to perform essential functions; therefore, provided this Resolution 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:

APPROVED:

\_\_\_\_\_  
Keith A. Benjamin, Mayor

ATTEST:

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

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

RESOLUTION NO: 1445

INTRODUCED BY:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY BOARD OF HEALTH FOR AUTHORITY AND CONSENT TO PROVIDE PHASE II STORMWATER SERVICES IN 2026-2030 AND DECLARING AN EMERGENCY

WHEREAS, at its meeting on December 21, 2016, Council passed Resolution No. 1040 authorizing the Mayor to enter into a Memorandum of Understanding between the Cuyahoga Soil and Water Conservation District and the Northeast Ohio Regional Sewer District for providing technical assistance in implementing soil and water conservation measures; and

WHEREAS, the Northeast Ohio Regional Sewer District, pursuant to Resolution 267-16, authorized an agreement with the Cuyahoga County Board of Health and recognized them as a service provider for the implementation of Minimum Control Measures #3 and #6 to comply with the Ohio EPA’s NPDES General Permit for Municipal Separate Storm Sewer Systems (MS4); and

WHEREAS, the Village is required to develop, implement, and enforce a Stormwater Management Plan that addresses Minimum Control Measures #3 and #6 under the EPA’s MS4 Permit.

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 Memorandum of Understanding with the Cuyahoga County Board of Health for Authority and Consent to provide Phase II Stormwater Services in 2026-2030 for the implementation of the Village’s Minimum Control Measures #3 and #6 under the EPA’s MS4 Permit, a copy of which Memorandum is attached hereto as Exhibit “A” and incorporated herein fully 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 Village’s Storm Water Management Program, 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:

\_\_\_\_\_  
Keith A. Benjamin, Mayor

ATTEST:

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

EXHIBIT "A"

**MEMORANDUM OF UNDERSTANDING**

**CUYAHOGA COUNTY BOARD OF HEALTH AND THE VILLAGE OF  
BRATENAHL AUTHORITY AND CONSENT TO PROVIDE  
PHASE II STORMWATER SERVICES IN 2026 - 2030**

This Memorandum of Understanding ("MOU") is entered into by and between The Cuyahoga County Board of Health ("CCBH") and The Village of Bratenahl ("Village"), both separate political subdivisions of the State of Ohio.

WHEREAS: The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and

WHEREAS: In response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, CCBH developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

WHEREAS: Each municipality within Northeast Ohio has been issued an MS4 permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

WHEREAS: The Northeast Ohio Regional Sewer District ("NEORS" or "The District"), pursuant to the authority of Ohio Revised Code Chapter 6119 adopted the Stormwater Management Code as part of the District's Code of Regulations ("Title V") and is authorized to provide and contract for overall Stormwater Management of the Regional Stormwater System within the jurisdiction of NEORS; and

WHEREAS: Title V requires NEORS, on behalf of the municipalities within its jurisdiction to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member municipalities; and

WHEREAS: Section 5.0502 of Title V requires the District to provide Phase II stormwater regulation support services to member communities of the District with Ohio EPA's National Pollutant Discharge Elimination System ("NPDES") General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measures (MCMs) #1, #2, #3, and #6; and

WHEREAS: Recently, the District passed resolution 249-25 authorizing an agreement with the CCBH for services in support of NEORS member communities' compliance with the Ohio EPA's NPDES General Permit for Municipal Separate Storm Sewer Systems; and

WHEREAS: Pursuant to the agreement between CCBH and NEORS, the District recognizes CCBH as a service provider for the implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS: In order for CCBH to provide the above described services to municipalities within the NEORSJ jurisdiction, CCBH must contract with those municipalities that are part of the NEORSJ jurisdiction in order to obtain consent and authority to perform these services; and

WHEREAS: Village has authority to grant consent and authority to CCBH for the purposes of performing the services outlined herein; and

WHEREAS: Both parties desire to enter this MOU agreement for the purposes outlined herein.

**Now therefore, in consideration of the mutual promises and conditions set forth herein, BOARD and the VILLAGE (each, a "Party" and collectively, the "Parties") agree as follows:**

#### **A. PROJECT DESCRIPTION**

The Board and the Village have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations programming;

#### **B. SCOPE OF WORK**

1. The Board will need to verify the Village's previously identified Municipal Separate Storm Sewer System (MS4) outfall locations and update any outfall information that has changed, during the 2026-2030 contract period.
2. The Board will monitor the Village's designated MS4 outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample all flowing outfall locations that are within the District's RSMP area for E. coli. The MS4 outfall locations will be inspected/sampled once during the 2026-2030 contract period.
3. The Board will provide an annual training presentation on Good Housekeeping/Pollution Prevention for Municipal Operations and related best management practices, as well as illicit discharges, for the Village's employees. This training will be coordinated with the Village annually during the 2026-2030 contract period.
4. The Board will conduct a site inspection of the community's municipal operation facilities annually during the 2026-2030 contract period and will provide a completed report.
5. The Board will provide the Village an annual summary of the work that was performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination and MCM #6: Good Housekeeping/Pollution Prevention for Municipal Operations to be included in the Village's Phase II Stormwater Annual Report to the Ohio EPA.
6. The Village will provide aid in opening storm sewer manholes where and when deemed necessary for the purpose of sample collections, upon 24 hours' notice by the Board.

### **C. COOPERATION STATEMENT**

The Village of Bratenahl shall cooperate with the Board by providing maps, assistance, and direction for the Board to obtain access and/or samples for testing purposes;

### **D. COMPENSATION.**

The Village shall have no obligation to pay the Board for the Scope of Work or services performed identified in Section B.

### **E. INDEPENDENT CONTRACTOR.**

The Board is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the Village. The Board shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law. The entire cost and expense of these services will be provided by NEORS to the Board.

### **F. EFFECT OF ELECTRONIC SIGNATURE**

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

### **G. TERM AND TERMINATION**

The term of this Agreement begins on January 1, 2026 and ends December 31, 2030, unless extended by the parties by agreement in writing. Either party may cancel this Agreement, for cause, with sixty (60) days' written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is canceled by the parties prior to completion, the Board, within thirty (30) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation.

### **I. MISCELLANEOUS TERMS**

a. Waivers and Amendments. The waiver by either Party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. This MOU may be modified or amended only via a writing signed by both Parties.

b. Assignment. Neither Party shall have the right to assign this MOU to any third party. Any such attempted assignment will be null and void.

c. Complete Agreement; Integration. This MOU contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the Parties with respect to such subject matter.

d. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this MOU, neither Party shall unlawfully discriminate on the basis of race, sex, pregnancy, religion, disability, age, national origin, or color.

e. No Third Party Beneficiaries. This MOU does not and is not intended to confer any rights or remedies upon any party other than the Village and The Board.

f. Statutory Immunity. Nothing contained in this Agreement is intended as a waiver of any statutory immunity either party may enjoy pursuant to R.C. 2744 et seq. and state law. Each party will be solely responsible for its own acts and omissions, and those of their employees.

g. Notices. All notices required or permitted under this MOU shall be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested, at the Party's address first set forth above; on behalf of the Village, an additional copy shall be forwarded to the District. Such notices shall be effective when received.

IN WITNESS WHEREOF, authorized representatives of the parties to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

**FOR THE BOARD:**

Approved as to form.  
Cuyahoga County Board of Health  
Office of General Counsel

\_\_\_\_\_  
Roderick Harris, DrPH  
Health Commissioner

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE VILLAGE OF BRATENAHL:**

Approved as to form.

\_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Director of Law

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name	BURKE-JONES			DEWS			HOEFLING			HUFFMAN			KOZINSKI			PUFFENBERGER		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

ORDINANCE NO: 4292

INTRODUCED BY:

AN ORDINANCE CONFIRMING THE APPOINTMENT BY THE  
MAYOR OF DAVID MAUND AS STREET COMMISSIONER  
FOR THE YEAR 2026 AND DECLARING AN EMERGENCY

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

SECTION 1. The Council hereby confirms the appointment by the Mayor of David Maund as Street Commissioner for the year 2026.

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

PASSED:

\_\_\_\_\_  
Keith A. Benjamin, Mayor

ATTEST:

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

Name	Burke-Jones			Dews			Hoefling			Huffman			Kozinski			Puffenberger		
Vote	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs	Aye	Nay	Abs
Suspension																		
Passage																		

Jan-26

ORDINANCE NO: 4293

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**

* AT&T/FirstNet	MDTs	\$	326.48
Best Buy Tire	Repair/maintenance vehicles		4,501.84
Blue to Gold LLC	Training - Howard; Jastatt; McCue		922.00
* Chagrin Valley Dispatch	December 2025		21,590.77
Cuyahoga County Police Chiefs	2026 dues		325.00
Dollar Bank	Police credit card		929.94
Hall Public Safety Upfitters	Repair/maintenance vehicles		300.00
Landmark	Gasoline: 66		3,032.64
Liquid Image	New vehicle		900.00
OPOTA	Training - Cardona		700.00
Sirchie	Supplies		265.29
<b><i>SUBTOTAL - PUBLIC SAFETY</i></b>		<b>\$</b>	<b><u>33,793.96</u></b>

**ADMINISTRATION**

+ Aetna		Dental - January 2026	\$ 1,171.00
Cintas		Defibrillator lease	126.00
City of Cleveland		Fire/EMS services - pmt 12 of 12	69,879.78
CivicPlus		Annual Fee/Hosting/Support	9,266.22
+ COSE/Medical Mutual		Medical - December 2025	19,929.05
Distillata		Drinking water	68.00
+ Division of Water		#1291440000	58.15
+ Division of Water		#5367340000	128.27
+ Division of Water		#3759120437	373.96
+ Division of Water		Annual hydrant fee (143)	3,842.41
+ Dollar Bank		Village credit card	528.61
Dumpster Bandit		Rubbish removal - January 2026	6,183.36
+ Enbridge		#0012	705.82
+ Enbridge		#5971	70.64
+ Enbridge		#7898	66.79
Google **		Email accounts	318.00
+ Illuminating Company	Traffic Signals	# 110 029 217 558	123.92
+ Illuminating Company	Street Lighting	# 110 024 090 794	987.62
+ Illuminating Company		# 110 023 586 420	197.02
+ Illuminating Company		# 110 023 032 078	603.58
+ Illuminating Company		# 110 169 405 153	169.23
Lake Business Products		Copies/lease	210.07
+ Pitney Bowes		Postage meter/postage	191.49
Quill		Supplies	184.72
Proof + Geist		2026 Contractor file	300.00
Ripley Tree Service		Village Park - tree removal	6,500.00
Rocco, Andrea		Magistrate - 1/6/26	400.00
+ Spectrum		Internet/cable service	960.32
TAC Computer		2026 Network Support	5,132.79
TeleCare		Hosting - January 2026	969.46
Treasurer of State		BBS - December 2025	4.92
		<b><i>SUBTOTAL - ADMINISTRATION</i></b>	<b><u>\$ 129,651.20</u></b>

**RECREATION**

Cintas		Defibrillator lease	\$ 126.00
Distillata		Drinking water	72.50
Dollar Bank		Recreation credit card	556.33
+ Enbridge		#0000 (BCC)	1,192.00
+ Illuminating Company		A/C# 110 023 744 748 (BCC)	965.02
+ Illuminating Company	Outdoor	A/C# 110 050 323 796 (BCC)	154.54
Spectrum		Internet/cable service	222.63
United Rentals		Portable restroom rental	224.00
		<b><i>SUBTOTAL - RECREATION</i></b>	<b><u>\$ 3,513.02</u></b>

**SERVICE**

Division of Water		Fireline	\$ 48.13
Division of Water		7482172312	96.26
Dollar Bank		Service Dept credit card	39.30
Enbridge		#0973	280.87
+ Home Depot		#9772	1,185.95
+ Illuminating Company		#110125887239	526.22
Landmark		Gasoline: 34	1,562.28
Spectrum		Internet/cable service	228.19
TeleCare		Quarterly maintenance	471.00
		<b><i>SUBTOTAL - SERVICE</i></b>	<b><u>\$ 4,438.20</u></b>

**CONSULTANTS**

Matty, Henrikson & Greve LLC	Professional services - 12/2025	4,619.50
Plan It Consulting	Professional services - 12/2025	729.00
<b><i>SUBTOTAL - CONSULTANTS</i></b>		<b><u>\$ 5,348.50</u></b>

***TOTAL ALL PAY CLAIMS*** **\$ 176,744.88**

- \* Restricted fund
- + Electronic payment

**FOR RECORD ONLY**

Payroll	12/5/2025	\$ 88,121.83
Payroll	12/19/2025	\$ 75,474.53

**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 21, 2026

\_\_\_\_\_  
Keith A. Benjamin, Mayor

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