

# Village of Mogadore

135 S Cleveland Avenue  
Mogadore, OH 44260

Phone: (330) 628-4896 | Fax: (330) 628-5850

Web Site: [www.mogadorevillage.org](http://www.mogadorevillage.org)

## COUNCIL MEETING AGENDA

July 2, 2024

5:30 p.m.

1. Moment of Reflection – Ms. Van Dike
2. Pledge to the flag
3. Roll Call
4. Approval of the Agenda
5. Minutes from the June 18, 2024, Council meeting presented for changes, corrections, and adoption
6. Comments from the Audience on the pending legislation
7. Committee Reports

8. Old Business – **Third Reading**

**Resolution 2024-37** – Mr. Tonsic – Streets Committee

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH GPD GROUP FOR DESIGN OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF SOUTH CLEVELAND AVENUE AND ALBRECHT AVENUE, AND DECLARING AN EMERGENCY.

**Ordinance 2024-38** – Ms. Miller – Planning Committee

AN ORDINANCE REZONING THE REAL PROPERTY LOCATED AT 286 NORTH CLEVELAND AVENUE FROM A C-1 ZONING DISTRICT DESIGNATION TO AN R-1 ZONING DISTRICT DESIGNATION.

9. New Business –

**Ordinance 2024-46** – Mr. Yoho– Safety Committee

AN ORDINANCE ADOPTING SECTION 90.40 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF MOGADORE, ENTITLED “FEEDING OF ANIMALS,” TO REGULATE THE FEEDING OF CERTAIN ANIMALS WITHIN THE VILLAGE, AND DECLARING AN EMERGENCY.

**Resolution 2024-47** – Mr. McDowall – Parks Committee

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE MOGADORE ATHLETIC BOOSTER ASSOCIATION, INC. FOR A GRANT AN AMOUNT NOT TO EXCEED \$44,000.00, AND DECLARING AN EMERGENCY.

**Resolution 2024-48 – Ms. Van Dike – Finance Committee**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE REVISED SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR JOB CREATION AND RETENTION AND TAX REVENUE SHARING, AND DECLARING AN EMERGENCY.

**Resolution 2024-49 – Mr. Yoho – Safety Committee**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A SUBDIVISION PARTICIPATION AND RELEASE FORM TO SETTLE THE VILLAGE'S CLAIMS AND PARTICIPATE IN A SETTLEMENT AGREEMENT AGAINST KROGER CO. IN THE NATIONAL OPIATE PRESCRIPTION LITIGATION, AND DECLARING AN EMERGENCY.

10. Comments

1. Public
2. Council
3. Law Director
4. Village Engineer
5. Clerk-Treasurer
6. Mayor

11. Adjournment

## COUNCIL MEETING

June 18, 2024

The Council met in regular session at 5:30 p.m. with Mayor Rick presiding.

Mr. McDowall asked everyone to join him in a moment of reflection for their own intentions. The Pledge of Allegiance to the Flag was recited by all.

The Council Meeting was held in Council Chambers. The meeting was open to the public and was live-streamed on Facebook.

Roll Call: Council Members Present: Mr. McDowall, Ms. Van Dike, Mr. Raddish, and Ms. Miller were present. Mr. Yoho and Mr. Bauer were excused.

Others Present: Mayor Rick, Council Clerk Rachel Osborne, Clerk-Treasurer Scott Varney, Law Director Jason Dodson, and Village Engineer Matthew Glass.

Swearing in full-time Fire/Medic Michael Carson followed by a short recess.

Motion by Mr. Raddish second by Ms. Van Dike for the approval of the agenda as presented. Vote. Unanimous ayes. Motion carried.

Motion by Mr. Raddish second by Ms. Miller adopt the minutes from the June 5, 2024, Council meeting. Vote. Unanimous ayes. Motion carried.

COMMENTS FROM THE AUDIENCE ON PENDING LEGISLATION – June Long 4061 Etter Road, stated her concerns regarding Resolution 2024-37. Long is opposed to the new traffic light on Albrecht and 532. Long said people will not be able to make a left from Etter Road and Fairfield Drive during rush hour.

### COMMITTEE REPORTS –

UTILITIES – Mr. Bauer was not present.

SAFETY – Mr. Yoho was not present.

PARKS –Mr. McDowall reported he has one piece of legislation to read.

PLANNING AND ZONING – Ms. Miller reported she has one piece of legislation to read.

FINANCE/AUDIT – Ms. Van Dike reported she has three pieces of legislation to read.

STREETS – Mr. Tonsic reported he has two pieces of legislation to read.

Council President Mr. Raddish announced the June Work Session will be held Wednesday, June 26, 2024, at 5:30 p.m. with all committees reporting.

### OLD BUSINESS– **Second Reading**

Mr. Tonsic presented Resolution 2024-**37** sponsored by Streets Committee as follows:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH GPD GROUP FOR DESIGN OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF SOUTH CLEVELAND AVENUE AND ALBRECHT AVENUE, AND DECLARING AN EMERGENCY.

Ms. Miller presented Ordinance 2024-**38** sponsored by Planning Committee as follows:

AN ORDINANCE REZONING THE REAL PROPERTY LOCATED AT 286 NORTH CLEVELAND AVENUE FROM A C-1 ZONING DISTRICT DESIGNATION TO AN R-1 ZONING DISTRICT DESIGNATION.

Mr. Raddish presented Resolution 2024-**39** sponsored by Safety Committee as follows:

A RESOLUTION APPROVING AND ADOPTING THE SUMMIT COUNTY 9-1-1 PLAN, AND DECLARING AN EMERGENCY.

Mr. Raddish made a motion to suspend the rules requiring three readings; Ms. Miller seconded the motion. Vote. Unanimous ayes. Motion carried.

A motion was made by Mr. Raddish to adopt Resolution 2024-39, a second was made by Mr. Tonsic Vote. Unanimous ayes. Motion carried.

Mr. McDowall presented Resolution 2024-**40** sponsored by Parks Committee as follows:

A RESOLUTION AUTHORIZING THE MAYOR TO SALVAGE THE EXISTING PLAYGROUND EQUIPMENT AT LIONS PARK, AND DECLARING AN EMERGENCY.

Mr. McDowall made a motion to suspend the rules requiring three readings; Mr. Tonsic seconded the motion. Vote. Unanimous ayes. Motion carried.

A motion was made by Mr. McDowall to adopt Resolution 2024-40, a second was made by Ms. Miller Vote. Unanimous ayes. Motion carried.

NEW BUSINESS –

Mr. Tonsic presented Resolution 2024-**41** sponsored by Streets Committee as follows:

A RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE MAYOR AND CLERK-TREASURER TO ENTER INTO A CONTRACT WITH CEMENTECH, INCORPORATED FOR SUPPLYING LABOR AND MATERIALS FOR THE HERBERT STREET EXTENSION AND MEADOWRIDGE ROAD CONSTRUCTION PROJECT WITHIN THE VILLAGE OF MOGADORE, AND DECLARING AN EMERGENCY.

Mr. Tonsic made a motion to suspend the rules requiring three readings; Ms. Van Dike seconded the motion. Vote. Unanimous ayes. Motion carried.

A motion was made by Mr. Tonsic to adopt Resolution 2024-41, a second was made by Ms. Miller Vote. Unanimous ayes. Motion carried.

Mr. Raddish presented Resolution 2024-**42** sponsored by Safety Committee as follows:

A RESOLUTION APPROVING AND ADOPTING THE SUMMIT COUNTY HAZARD MITIGATION PLAN, AND DECLARING AN EMERGENCY.

Mr. Raddish made a motion to suspend the rules requiring three readings; Ms. Van Dike seconded the motion. Vote. Unanimous ayes. Motion carried.

A motion was made by Mr. Raddish to adopt Resolution 2024-42, a second was made by Mr. McDowall. Vote. Unanimous ayes. Motion carried.

Ms. Van Dike presented Resolution 2024-43 sponsored by Finance Committee as follows:

A RESOLUTION AUTHORIZING AND ESTABLISHING THE HERBERT STREET & MEADOWRIDGE OPWC FUND, AND DECLARING AN EMERGENCY.

Ms. Van Dike made a motion to suspend the rules requiring three readings; Mr. Tonsic seconded the motion. Vote. Unanimous ayes. Motion carried.

A motion was made by Ms. Van Dike to adopt Resolution 2024-43, a second was made by Mr. Tonsic. Vote. Unanimous ayes. Motion carried.

Ms. Van Dike presented Resolution 2024-44 sponsored by Finance Committee as follows:

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE FIRE FUND AND THE RETIREMENT RESERVE FUND, AND DECLARING AN EMERGENCY.

Ms. Van Dike made a motion to suspend the rules requiring three readings; Ms. Miller seconded the motion. Vote. Unanimous ayes. Motion carried.

A motion was made by Ms. Van Dike to adopt Resolution 2024-44, a second was made by Mr. Tonsic. Vote. Unanimous ayes. Motion carried.

Ms. Van Dike presented Ordinance 2024-45 sponsored by Mayor Rick as follows:

AN ORDINANCE AMENDING THE ANNUAL APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024, AND DECLARING AN EMERGENCY.

Ms. Van Dike made a motion to suspend the rules requiring three readings; Mr. McDowall seconded the motion. Vote. Unanimous ayes. Motion carried.

A motion was made by Ms. Van Dike to adopt Ordinance 2024-45, a second was made by Mr. McDowall. Vote. Unanimous ayes. Motion carried.

COMMENTS from the Public: Carl Housley, 67 First Avenue, asked why there are no sidewalks on the Portage County Side of Randolph Road and in front of the Dollar General. Housley thought it would have been required when Dollar General was built since that is in Central Business.

Mayor Rick stated he does not know the reason why, but will look into it.

Jon Henico, 3773 Argonne Street, indicated Portage County Sheriff's Office sends out reports on the total number of calls and the type of calls they receive annually. Henico asked if that is the same for Summit County Dispatch.

Jason Dodson stated he would ask Summit County Dispatch if they did the same.

COMMENTS from Council: No Comments.

COMMENTS from the Law Director: No Comments.

COMMENTS from the Village Engineer: Mayor Rick encouraged Matt Glass to speak with June Long after the meeting regarding Resolution 2024-37.

Matt Glass stated the new traffic light will always be green for the traffic on 532 until a car triggers the signal on Albrecht. Glass went over the results of the study that was done, and the process of the grant.

COMMENTS from the Clerk-Treasurer: No Comments.

COMMENTS from the Mayor: Mayor Rick reminded everyone that the first meeting of July will be held on Tuesday, July 2<sup>nd</sup> instead of Wednesday, July 3<sup>rd</sup>.

Meeting adjourned at 5:59 p.m.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk-Treasurer

RECORD OF ORDINANCES

Resolution No. 2024-37

Passed \_\_\_\_\_, 2024

SPONSOR: STREETS COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH GPD GROUP FOR DESIGN OF A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF SOUTH CLEVELAND AVENUE AND ALBRECHT AVENUE, AND DECLARING AN EMERGENCY.

WHEREAS, Section 14.03 of the Village's Charter provides the Village may enter into agreements for services upon the authorization of this Council; and

WHEREAS, GPD Group ("GPD"), who serves as the Village Engineer, submitted a proposal to the Village to provide engineering services for the new traffic signal design at the intersection of South Cleveland Avenue and Albrecht Avenue, in an amount not to exceed \$52,925.00; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village of Mogadore to authorize the Mayor to enter into an engineering services agreement with GPD for the design of a new traffic signal design at the intersection of South Cleveland Avenue and Albrecht Avenue for the amount of \$52,925.00.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Mogadore, Counties of Summit and Portage, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into an engineering services agreement with GPD to provide engineering services for the design of a new traffic signal at the intersection of South Cleveland Avenue and Albrecht Avenue, in an amount not to exceed \$52,925.00.

SECTION 2: The Mayor and the Clerk-Treasurer are authorized and directed to sign and/or enter into any other documents necessary to effectuate the provisions of this Resolution.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 4: 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 of Mogadore and for the purpose of immediately beginning the design engineering work to ensure timely installation of the new traffic signal, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

Clerk-Treasurer



## RECORD OF ORDINANCES

First Reading: June 5, 2024

Second Reading: June 18, 2024

Ordinance No. 2024-38Passed \_\_\_\_\_, 2024

SPONSOR: PLANNING COMMITTEE

AN ORDINANCE REZONING THE REAL PROPERTY LOCATED AT 286 NORTH CLEVELAND AVENUE FROM A C-1 ZONING DISTRICT DESIGNATION TO AN R-1 ZONING DISTRICT DESIGNATION.

WHEREAS, Section 152.133 of the Village's Codified Ordinances provides this Council the authority to modify the number, shape or area of the districts established by the Codified Ordinances and set forth on the Village's zoning map, including amending said zoning map, provided that the Village complies with the procedural requirements contained therein; and

WHEREAS, the owners of the real property located at 286 North Cleveland Avenue, Mogadore, OH 44260, consisting of approximately 2.50 acres and identified in the Summit County Records as Parcel No. 5501692 (the "Property") previously filed an application with the Clerk-Treasurer to rezone the Property from a C-1 zoning district designation to an R-1 zoning district designation; and

WHEREAS, following proper notice, this Council and the Village's Planning Commission held a joint hearing on the application for the rezoning of the Property from a C-1 zoning district designation to an R-1 zoning district designation on May 29, 2024, pursuant to Section 152.133 of the Village's Codified Ordinances; and

WHEREAS, on May 29, 2024, the Village's Planning Commission voted unanimously to recommend the rezoning of the Property from a C-1 zoning district designation to an R-1 zoning district designation; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to rezone the Property from a C-1 zoning district designation to an R-1 zoning district as set forth herein, and to amend the Village's zoning map accordingly.

NOW, THEREFORE BE IT ORDAINED, by the Council of the Village of Mogadore, Counties of Summit and Portage, State of Ohio, that:

SECTION 1: Pursuant to Section 152.133 of the Village's Codified Ordinances, this Council hereby rezones the Property from a C-1 zoning district designation to an R-1 zoning district.

SECTION 2: The Village's zoning map is hereby amended to reflect the Property as part of the Village's R-1 zoning district designation.

SECTION 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.



RECORD OF ORDINANCES

Ordinance No. 2024-46

Passed \_\_\_\_\_, 2024

SPONSOR: SAFETY COMMITTEE

AN ORDINANCE ADOPTING SECTION 90.40 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF MOGADORE, ENTITLED "FEEDING OF ANIMALS," TO REGULATE THE FEEDING OF CERTAIN ANIMALS WITHIN THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Chapter 90 of the Village of Mogadore Codified Ordinances sets forth the regulations related to animals within the Village; and

WHEREAS, the Mayor has recommended that this Council adopt Section 90.40 of the Codified Ordinances of the Village, entitled "Feeding of Animals," as set forth on Exhibit A, attached hereto and incorporated herein by reference, which will regulate the feeding of certain animals within in the Village; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to adopt Section 90.40 for the reasons set forth above.

NOW, THEREFORE BE IT ORDAINED, by the Council of the Village of Mogadore, Counties of Summit and Portage, State of Ohio, that:

SECTION 1: This Council hereby adopts Section 90.40 of the Codified Ordinances of the Village, entitled "Feeding of Animals," as set forth on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 3: This Ordinance 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 of Mogadore and for the purpose of immediately ensuring the health and safety of residents within the Village by regulating the feeding of certain animals within the Village given the current abundance of those animals roaming freely throughout the Village, and, provided this Ordinance receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

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## RECORD OF ORDINANCES

Ordinance No. 2024-46

Passed \_\_\_\_\_, 2024

President of Council Date

Mayor \_\_\_\_\_ Date \_\_\_\_\_

Attest:

Clerk-Treasurer

## EXHIBIT A

### Section 90.40 FEEDING OF ANIMALS.

- (a) No person shall provide food for dogs, cats, feral cats, deer, geese, ducks, raccoons, fowl or other wild animals (as defined in Section 1531.01 of the Ohio Revised Code) by setting food outside on (i) any public property or right-of-way, (ii) the real property of another person, (iii) any property on which a business is located, or (iv) within a 100-yard radius of any private residence. This section does not apply to animals owned by that person as pets, or song birds fed from a stationary bird feeder.
- (b) Any cat that is wild, stray or un-owned shall be considered feral. A domestic cat turned wild, which means that it generally lives outdoors, is free-roaming and has little to no socialization with humans, shall be considered feral. Feral cats shall not be considered pets for the purposes of this ordinance.
- (c) Whoever violates this section is guilty of a minor misdemeanor, punishable by a fine of not more than \$150.00.

## RECORD OF ORDINANCES

Ordinance No. 2024-47Passed \_\_\_\_\_, 20 24

SPONSOR: PARKS COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE MOGADORE ATHLETIC BOOSTER ASSOCIATION, INC. FOR A GRANT AN AMOUNT NOT TO EXCEED \$44,000.00, AND DECLARING AN EMERGENCY.

WHEREAS, the Mogadore high school baseball field is in need of a new fence and backstop; and

WHEREAS, the Mogadore Athletic Booster Association, Inc. ("Booster Association") has identified the cost to replace the fence and backstop at a total cost of \$86,665.00; and

WHEREAS, the Village desires to assist the Booster Association with the cost of such replacements; and

WHEREAS, the Village desires to grant the Booster Association one-half of the funds to replace the baseball field fence and backstop, in an amount not to exceed \$44,000.00; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village of Mogadore to enter into a grant agreement with the Booster Association to provide one-half the funds for the replacement of the high school baseball field fence and backstop, in an amount not to exceed \$44,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Mogadore, Counties of Summit and Portage, State of Ohio, that:

SECTION 1: The Mayor and all other Village officials are hereby authorized to do all things necessary to enter into a grant agreement with the Booster Association to contribute one-half of the funds to replace the high school baseball field fence and backstop, in an amount not to exceed \$44,000.00.

SECTION 2: The Mayor is further authorized to sign any and all documents and/or agreements on behalf of the Village as may be necessary and appropriate for the undertaking of the same.

SECTION 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 4: 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 of Mogadore and for the purpose of immediately replacing the fence and backstop that is currently in a state of disrepair for the enjoyment of the students and community, and, provided this Resolution receives the affirmative

## RECORD OF ORDINANCES

Ordinance No. 2024-47

Passed \_\_\_\_\_, 2024

vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

President of Council

Date \_\_\_\_\_

Mayor

Date \_\_\_\_\_

Attest:

Clerk-Treasurer

RECORD OF ORDINANCES

Ordinance No. 2024-48

Passed \_\_\_\_\_, 20 24

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE REVISED SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR JOB CREATION AND RETENTION AND TAX REVENUE SHARING, AND DECLARING AN EMERGENCY.

WHEREAS, the Village is currently a party to the Summit County Intergovernmental Memorandum of Understanding for Job Creation and Retention and Tax Revenue Sharing ("Job Creation and Retention MOU"), together with most other communities in Summit County; and

WHEREAS, the Job Creation and Retention MOU provides for the sharing of a portion of income tax revenue between participatory communities in certain circumstances where a business relocates from one community to another community; and

WHEREAS, the participating communities recently met and have proposed revisions to the Job Creation and Retention MOU to account for the impact of work-from-home jobs in the calculation of income tax revenue sharing when a business relocates; and

WHEREAS, the Job Creation and Retention MOU requires the participating communities to re-execute the same when a substantive revision is agreed to by the participating communities; and

WHEREAS, the revised Job Creation and Retention MOU will take effect on October 1, 2024; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village of Mogadore to authorize the Mayor to execute and deliver the revised Job Creation and Retention MOU.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Mogadore, Counties of Summit and Portage, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to execute the revised version of the Job Creation and Retention MOU, which will take effect on October 1, 2024, in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the



RECORD OF ORDINANCES

Ordinance No. 2024-48

Passed \_\_\_\_\_, 20 24

immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately executing the Job Creation and Retention MOU in a timely manner prior to the commencement of the same, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Clerk-Treasurer

# **SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR JOB CREATION AND RETENTION AND TAX REVENUE SHARING**

**Effective October 1, 2024**

**WHEREAS**, the loss of jobs results in social and human costs which can be a significant burden to the area, the region and State, and

**WHEREAS**, the County of Summit and communities throughout the County recognize it is imperative to cooperate and collaborate with each other for the economic benefit of the region and its resident-taxpayers in order to attract and retain businesses and jobs; and

**WHEREAS**, there are many current and prospective employers who desire to remain or locate in the County of Summit; and

**WHEREAS**, the communities further recognize that cooperation is necessary for regional prosperity and enhancement of the local tax base and to successfully compete in global markets; and

**WHEREAS**, the County of Summit, hereinafter "County", works with employers, prospective employers and individual communities within the County to provide tax and other incentives for purposes of retaining and locating prospective employers and facilities in communities within the County; and

**WHEREAS**, the communities further recognize that active attempts to relocate businesses from other local communities has a negative effect on economic development and growth in the region; and

**WHEREAS**, this Agreement is not intended to have any adverse impact on a business or company's decision to locate or relocate within the County but merely addresses the relationship of government bodies that may be affected by those independent business decisions; and

**NOW THEREFORE**, the County and the communities who are signatories herein have reached an understanding concerning their joint and respective interests touching upon a mutual desire to retain and attract businesses and jobs. As a result, the parties agree as follows:

**SECTION 1.** The signatory communities agree to adhere to a Model Code of Conduct which is attached to this Agreement and made a part hereof as if fully re-written herein. Communities offering any economic incentive or other financial assistance, as defined herein, to potential employers and/or businesses presently located within another signatory community may do so only as specified herein.

**SECTION 2(a)** As used in this Agreement:

(1) "economic incentive or other financial assistance" means a financial or "in kind" benefit offered by a community to an employer or business of such a nature that it would provide a reasonably operated employer or

business with an incentive to relocate its business from one signatory community to the community offering the financial benefit. For purposes of illustration and without limiting the scope of the term, examples of "economic incentives or other financial assistance" include tax abatements, exemptions or credits; reduction or subsidization of utility services not comparably offered to other businesses; direct financing of business-related costs, facilities or expenses at below market rates or differing market terms. For purposes of illustration and without limiting the scope of the term, "Economic incentive" does not include financial benefits that are available to all employers or businesses throughout the community such as free or low-cost advertising on a community website, other government services offered or available to all employers or businesses, utility and tax rates which may be lower than the departed community but are available to all businesses; "sales pitches" which provide information concerning existing matters in the community (ie. the availability of properly zoned property, commercial properties available for lease or sale, existing infrastructure capacity, current or proposed tax rates, etc.).

(2) "departed community" means the signatory community from which the employer or business is moving.

(3) "destination community" means the signatory community to which the employer or business is moving.

(4) "communities affected by the relocation" means the "departed community" and the "destination community" collectively.

(5) "income tax revenue" means both (i) the revenue received by a community for municipal, JEDD or JEDZ income taxes on the compensation of the employees and officers of a business and (ii) the revenue received by a community for municipal, JEDD or JEDZ income taxes on the income, profits and/or earnings of the business.

(6) "aggregate income tax revenue" means the income tax revenue received by a community from all businesses in the community.

(7) "service sharing agreement" is a pre-existing agreement requiring a community to pay to another community a share of income tax received from a business in exchange for a service, utility or other consideration (i.e. an agreement providing for a sharing of income tax revenue in exchange for the extension of municipal water service to the area where the business locates).

**SECTION 2(b)** The relocation of an employer or business between signatory communities, shall trigger revenue sharing in either of the following events: (i) the employer or business which relocated created a significant revenue loss to the community from which the employer or business departed. A significant revenue loss to the departed community will arise if the departed employer or business had, based on an average of the last two full calendar years prior to a relocation, either a \$3.5 million dollar or larger annual payroll or constituted 5% or more of the aggregate income tax revenue of the departed community; or (ii) the employer or business which relocated was the beneficiary of any economic incentive(s) or other financial assistance from the community to which it relocated.

**SECTION 2(c)** As used in this Agreement, a “partial relocation” occurs when a business moves or transfers some of its employees and payroll from a departed community to a destination community but continues to maintain some business presence in the departed community.

If such a partial relocation occurred due to economic incentives or other financial assistance offered by the destination community, then revenue sharing shall be required as set forth in Section 4 of this Agreement.

If the partial relocation was not the result of economic incentives or other financial assistance offered by the destination community, revenue sharing will occur only if the partial relocation would support revenue sharing based on the criteria set forth in Section 4, Tier Two of this Agreement.

**SECTION 2(d)** As used in this Agreement, a “split relocation” occurs when a business moves or transfers some or all of its employees and payroll from a departed community to two or more destination communities and may or may not continue to maintain some business presence in the departed community.

If such split relocation occurred due to economic incentives or other financial assistance offered by any destination community, revenue sharing shall be required between the destination community which offered economic incentives or other financial assistance and the departed community as set forth in Section 4 of this Agreement.

If such split relocation was not the result of economic incentives or other financial assistance offered by a destination community, revenue sharing will occur only if the split relocation would support revenue sharing based on the criteria set forth in Section 4, Tier Two of this Agreement. In determining the threshold triggering criteria, as set forth in Section 4, Tier Two of this Agreement, the income tax revenue loss to, and the aggregate income tax revenue of, the departed community at the time of the split relocation shall constitute the base for determining whether all destination communities shall share revenue. In the event revenue sharing is required each destination community shall pay its proportional share for the time periods specified under this Agreement.

**SECTION 2(e)** “Satellite” or branch office occurs when a business expands to open an additional office or facility at another location. Satellite or branch office will be considered a separate business and not subject to revenue sharing under this Agreement providing the destination community did not offer economic incentives and the expansion does not involve a significant relocation of existing employer or business facilities or employees during the first year of its existence. For purposes of this Agreement, significant relocation will be considered twenty (20%) percent or greater based on the employer or businesses last annual payroll filed with the departed community.

**SECTION 3.** When a business or employer relocates from one signatory community to another, prior to invoking the hearing provisions of this Agreement, the communities affected by the relocation shall first attempt to agree between themselves on revenue sharing obligations. The signatory communities involved in the relocation may use the formulas and other criteria as set forth in this Agreement as guidance in their negotiations. Sample agreements utilized by signatory communities are attached hereto as Exhibits A. In the event the communities affected by the relocation enter into an agreement to share revenue, that agreement will control the parties’ rights

and obligations notwithstanding anything to the contrary contained herein and no other signatory community not affected by the relocation shall have standing to challenge the agreement entered into by the communities affected by the relocation.

In the event the communities affected by the relocation do not agree or cannot negotiate a resolution on any matter under this Agreement, a determination shall be made by the District Eight Public Works Integrating Committee of the Ohio Public Works Commission (hereinafter "Committee") after a hearing. Any signatory community affected by the relocation of the business or employer may petition the Committee for a hearing by sending notice to all Committee members or their designees and a copy of the hearing request to the County Executive. The Summit County Director of Community and Economic Development shall set a meeting of the Committee within sixty (60) days of receipt of notice. No Committee member may participate in such a determination if his or her community is a party to the hearing. Each party affected by the relocation of the business or employer shall be afforded a reasonable opportunity to present evidence and arguments on behalf of the position of its community. Determinations by the Committee shall be by majority vote of those present subject to quorum and other applicable rules for the routine conduct of Committee business. The ultimate fact question for consideration by the Committee or arbitration panel is whether the triggering events for tax sharing have occurred and/or the amount of tax revenue to be shared.

Any community which disagrees with the determination of the Committee may, within sixty (60) days of the Committee determination, submit a demand in writing to present any matter(s) for determination to arbitration pursuant to Chapter 2711 of the Ohio Revised Code. The party requesting submission of the matter to Arbitration must set forth a demand in writing for arbitration to all other affected communities and the County Executive. All demands for arbitration must be sent by certified U.S. mail, return receipt requested, and must set forth the subject of the dispute with reasonable specificity and recite that the matter has been duly submitted to and a determination made by the Committee. The departed community shall select one arbitrator, the destination community or communities shall select one arbitrator and the County Executive shall select one arbitrator. Every arbitrator shall be an attorney duly licensed to the practice of law in the State of Ohio. All arbitrations hearings shall be held in the County of Summit, Ohio at a mutually agreeable time and place and no later than ninety (90) days after notice to affected communities as provided for herein. Any award or decision of the arbitrators shall be reduced to writing and be binding upon the parties as provided for by Chapter 2711 of the Ohio Revised Code. Notwithstanding any award or determination made by an arbitration panel hereunder, each community shall bear its own arbitration costs and shall equally share any arbitration costs incurred by the County.

Under no circumstances may the Committee or any Arbitration Panel award a sum of money for revenue sharing greater than the amount and percentages contained in Section 4 of this Agreement.

**SECTION 4.** Should revenue sharing be deemed appropriate under this Agreement, the recommended approach would be a two tier model as more fully set forth below:

**Tier One.** Tier One covers business relocations that involve the relocation of a business which, based on an average of the last two full calendar years prior to a relocation, had an annual payroll of less than \$3.5 million and constituted less than five (5%) percent of the aggregate income tax revenue of the departed community. In the first year of a tier one

relocation, the destination community will pay forty (40%) percent of the new income tax revenue received from that business by the destination community to the departed community, thirty (30%) percent in the second year and twenty (20%) percent in the third year.

**Tier Two.** Tier two covers business relocations that involve the relocation of a business which, based on an average of the last two full calendar years prior to a relocation, had an annual payroll of more than \$3.5 million or constituted more than five (5%) percent of the aggregate income tax revenues of the departed community. In the first year of a tier two relocation, the destination community will pay fifty (50%) percent of the new income tax revenue received from that business by the destination community to the departed community, forty (40%) percent in the second year, thirty (30%) percent in the third year, twenty (20%) percent in the fourth year and ten (10%) percent in the fifth year.

For purposes of determining the revenue sharing formula provided under this section, the “new income tax revenue received from that business by the destination community” shall be capped at and shall not exceed the amount of income tax revenue that was collected by the departed community for that business in the last full calendar year prior to relocation. Additionally, if any destination community has an income tax rate exceeding 2%, then that community is only obligated to share income tax revenue in an amount that would be received by that community if it had an income tax rate of 2%.

For purposes of calculating annual payroll and income tax received by a community, whether departed or destination, only payroll and income tax derived from employees that actually work in that community shall be included in such calculations, and the payroll and income taxes of “work-from-home” or remote employees of the business that do not actually work in that community shall not be included in such calculations. For employees who are partially work-from-home or remote, only the portion of those employees’ payroll and income taxes from work performed in the community shall be included. Additionally, in calculating the income tax paid to a destination community upon a relocation, any income tax paid to that destination community from the business prior to the relocation for work-from-home or remote employees shall be deducted from the calculation of income taxes paid to the destination community – in other words, revenue sharing should only occur based on the net new income taxes paid to the destination community. In establishing this principle, it is the desire of the communities for revenue sharing to be calculated upon payroll and income taxes net of the payroll and income taxes of work-from-home or remote employees that are not contributing towards the economic impact of a relocation on the departed and destination communities.

By way of example, and for the avoidance of doubt, if a business located in a departed community has an annual payroll of \$7 million, but only \$2 million of that payroll is paid to the departed community for employees that actually work in the departed community, and the remaining \$5 million in payroll is earned by work-from-home or remote employees in other communities, then the \$3.5 million threshold for a Tier Two relocation would not be triggered (unless the \$2 million exceeded the 5% threshold for the departed community). Furthermore, in that example, the destination community would only have to share revenue under a Tier One scenario based on the new payroll relocated to the destination community – presumably the \$2 million in payroll for the non-work-from-home or remote employees. In the event any work-from-home or remote employees were already located in the destination community prior to the

relocation, the income taxes of those employees should not be factored into revenue sharing calculations.

By way of further example, if a business with a \$5 million payroll relocates to a destination community, but in doing so only \$4 million in payroll relocates to the destination community and the remaining employees become work-from-home or remote employees paying income tax to other jurisdictions, then the destination community need only share revenue with the departed community based on the \$4 million in payroll actually relocated to that destination community. Furthermore, in the event a business relocates from a departed community where it had a payroll in excess of \$3.5 million, but upon relocation the payroll in the destination community is less than \$3.5 million due to work-from-home or remote employees, or for any other reason, then the \$3.5 million threshold for a Tier Two relocation will not be triggered (unless the payroll actually relocated to the destination community exceeds the 5% threshold for the departed community).

The signatory communities understand that, from time to time, a business will pay income taxes to a community for a full or partial work-from-home or remote employee that is not working while remote in the community to which those income taxes are paid. In such circumstances, that employee may seek a refund from that community for the overpayment of taxes. In the sharing of revenue under this agreement, any such refunds given by a destination community should be reconciled against the revenue sharing actually paid. Practically, such reconciliation should occur in the year that the refund is paid and may require a reimbursement or credit against revenue sharing payments to be made.

In the event a business relocation occurs, and the business relocates to an area of a destination community that is governed by a Service Sharing Agreement between the destination community and departed community, then the destination community shall share income tax revenue with the departed community to the extent set forth in this Section on the net income tax revenue received by the destination community after the application of the Service Sharing Agreement to the income tax revenue received by the destination community.

In the event a business relocation occurs, and the business relocates to an area of a destination community that is governed by a Service Sharing Agreement with a community other than the departed community, then the destination community shall continue to share income tax revenue with the departed community to the extent set forth in this Section on the total/gross amount of income tax revenue received by the destination community without any reduction or set-off for the Service Sharing Agreement.

In the event any signatory communities engage in revenue sharing under this Agreement, for any reason, and the community which had a business depart and received revenue sharing is thereafter able to fill the vacancy at the real property where the business was located, in whole or in part, before the expiration of revenue sharing, then the previously agreed or awarded revenue sharing shall be subject to modification or elimination. Should income tax revenues from the business which filled the vacancy equal or exceed the income tax revenues of the business which departed, in the last full calendar year prior to its departure, revenue sharing shall cease at the time new income tax revenue equaled or exceeded the income tax revenue of the departed business. Should income tax revenues from the business which filled the vacancy be less than that of the departed business, in the last full calendar year prior to its departure, then such revenue sharing shall be subject to modification. Any continuing revenue sharing should be calculated upon the difference between income tax revenue generated by the departed business in the last full year

prior to its departure and the lower income tax revenue generated by the business filling the vacancy which led to revenue sharing under this Agreement. The same procedures to make a claim for revenue sharing under this Agreement shall be used by a community that claims or requests an elimination or modification of previously agreed or awarded revenue sharing under this Section.

It is acknowledged by the signatory communities that the above formula(s) are general and illustrative and the communities affected by the relocation or involved in Service Sharing Agreements may deviate therefrom in any agreement entered into between them.

**SECTION 5.** The parties acknowledge that one or more signatory communities to this Memorandum may also be parties to a Joint Economic Development District ("JEDD") or Joint Economic Development Zone ("JEDZ") agreement. Except as modified or limited in this Section, in the event a business relocates to or from a JEDD or JEDZ area, the revenue sharing provisions set forth in Sections 3 and 4 shall apply, provided all of the following conditions are met:

- a. The departed community must either be a municipality or township that is a signatory to this Memorandum or a JEDD or JEDZ area to which all parties to the JEDD or JEDZ agreement are signatories to this Memorandum.
- b. The destination community must either be a municipality or township that is a signatory to this Memorandum or a JEDD or JEDZ area to which all parties to the JEDD or JEDZ agreement are signatories to this Memorandum.
- c. The provisions for revenue sharing provided under this Section and Sections 3 and 4 shall apply only to income tax revenue collected under the JEDD or JEDZ agreement and shall not apply to any other revenue or services that are shared or provided under or subject to the JEDD or JEDZ agreement (ie sewer or water infrastructure).

If the JEDD or JEDZ area is the destination community, then the income tax revenue to be shared to the departed community shall be the actual income tax collected under the JEDD or JEDZ agreement, and each signatory to the JEDD or JEDZ agreement shall contribute to the shared revenue in the same proportion that they receive income tax revenue under the JEDD or JEDZ agreement, unless otherwise agreed in writing amongst the signatories of the JEDD or JEDZ agreement..

If the JEDD or JEDZ area is the departed community, then the income tax revenue to be shared back by the destination community shall be shared back to the signatories to the JEDD or JEDZ agreements in the same proportion that they receive income tax revenue under the JEDD or JEDZ agreement, unless otherwise agreed in writing amongst the signatories of the JEDD or JEDZ agreement.

For purposes of determining the triggering of revenue sharing under Section 2(b) hereof, revenue sharing shall be required when an employer or business that relocates is the beneficiary of any economic incentive(s) or financial assistance from **any** community that is signatory to a covered JEDD or JEDZ agreement. In such event, all parties to the JEDD or JEDZ agreement shall be obligated to share revenue as set forth herein.



For purposes of determining the 5% threshold for a significant revenue loss under Section 2(b), hereof, when a business relocates from a covered JEDD or JEDZ area to another signatory community, a significant revenue loss shall be deemed to occur, and revenue sharing shall be required hereunder, if the income tax revenue received from the departed businesses constitutes 5% or more of the aggregate income tax revenue of *any* signatory community to the JEDD or JEDZ agreement, inclusive of income tax revenue received through both JEDD/JEDZ areas and non-JEDD/JEDZ areas, and, in such event, revenue sharing shall be provided by the destination community back to all of the signatory communities of JEDD or JEDZ, in the manner prescribed herein.

If a business relocates from a signatory community to an area of a township that is not subject to a JEDD or JEDZ agreement, and that township is a signatory to this Memorandum, the Township shall have no obligation to share revenue or make other compensation to the departed community. Conversely, in the event a business relocates from an area of a township not subject to a JEDD or JEDZ agreement, and that township is a signatory to this Memorandum, the destination community shall have no obligation to share revenue with the township.

In the event a township is signatory to this Memorandum and is not a signatory to any JEDD or JEDZ agreement, that township shall not be subject to the revenue sharing provisions of this Memorandum, either as a departed or destination community. However, that same township shall receive the 5% additional points on grant application(s) and be subject to deduction of points on grant applications as more fully set forth herein.

The inclusion of JEDDs and JEDZs in this Memorandum shall be effective July 1, 2012. Any relocations to or from a JEDD or JEDZ completed prior to July 1, 2012 shall not require revenue sharing or trigger the penalty or other provisions of this Memorandum.

**SECTION 6.** The parties understand and agree that from time to time a signatory community may offer an economic incentive or financial assistance to a relocating business that is calculated or based on the payroll of the relocating business and entails crediting or rebating a portion of the income taxes paid by that relocating business for a period of years ("income tax credit incentive"). In the event a signatory community provides an income tax credit incentive to a business that is relocating from another signatory community or applicable JEDD or JEDZ (as set forth in Section 8), that income tax credit incentive shall be calculated by and limited to crediting or rebating income tax payments only from newly created jobs associated with the relocating business and not any relocated jobs from the departed community. Any signatory community that provides an income tax credit incentive contrary to this Section shall be subject to Section 11 of this Agreement.

**SECTION 7.** Except as otherwise provided herein, this Agreement sets forth the exclusive rights of the communities concerning business relocations and tax revenue sharing between and among themselves and limits any and all claims for legal relief to the monetary remedies and grant fund inducements set forth herein. The parties waive any and all claims to injunctive or other equitable relief which could or might be asserted hereunder. It is further acknowledged that this Agreement is only between the communities and may not be used to prohibit, impede, delay or otherwise encumber any business/employer from moving or relocating. This Agreement may not be used to assert any claim or cause of action in law or equity against any business/employer arising from or due to any decision to relocate.

**SECTION 8.** When a business departs and relocates to another signatory community and the departed community believes it may be entitled to revenue sharing as set forth in Section 2(b) of this Agreement, the departed community shall provide the destination community with notice of a claim for tax sharing. Such notice shall be sent on or before ninety (90) days of the employer or business's last payroll tax filing with the departed community. Notice must be sent by personal delivery or U.S. certified mail, return receipt requested and notice shall also be served upon the County. Failure to send the notice provided for herein shall constitute a waiver of any claim to tax sharing. In the event the departed community is a covered JEDD or JEDZ as set forth in Section 5, notice is achieved by all parties to the JEDD or JEDZ collectively noticing the destination community. In the event the destination community is a JEDD or JEDZ, notice is achieved by the departed community noticing all parties to the covered JEDD or JEDZ.

In the event that a signatory community (i) offers financial incentives to a businesses which is currently located in another signatory community, (ii) is aware of the identity of the business and (iii) is aware that the business is located in another signatory community, then that community shall notify the current community of the offering of the financial incentives in writing, as soon as possible, but not later than three (3) business days of the satisfaction of all three conditions, above. In the event the incentive or financial assistance is being offered by a signatory community to induce a relocation of a business to a covered JEDD or JEDZ of which that offering community is also signatory, that offering community shall be obligated to provide the notice provided herein, and any other communities that are signatory to the JEDD or JEDZ that did not offer an incentive are not obligated to provide notice.

The community contacted by the business or offering a business financial incentive may provide information and may work with the prospective business.

It is understood by all signatory communities that the notice requirements set forth above reflect the intent to allow a community which may be negatively impacted by a business relocation between signatory communities to explore what action may be taken to retain the business in the community. A prospective community may nevertheless provide information since it is also recognized that if a business relocates it is preferable that the relocation be between signatory communities.

Any notice required when prospective business relocation is proposed or discussed shall include notice to the County of Summit as the facilitator of this Agreement. See Section 10.

The above notification provisions shall apply to business consolidations, which shall be treated as relocations.

**SECTION 9.** This Agreement is subject to the legislative approval of all participating communities including the County.

**SECTION 10.** The County of Summit shall act as facilitator of the provisions of this Agreement and shall: (1) assist the signatory communities in applying for and participating in any state or federal programs or other eligible grant fund programs which may be offered to communities for economic assistance; (2) assist in any dispute resolution offered under this Agreement including offering mediation to signatory communities; (iii) be noticed or sent copies of any notices required under this Agreement. The Director of Community and Economic

Development of the County of Summit shall be designated as the person to receive any notice required under this Agreement.

In order to facilitate the provisions of this Agreement, each signatory shall, upon execution of this Memorandum, notify the County, in writing, of the aggregate income tax revenue collected by that community in the previous two (2) calendar years. Thereafter, each signatory community shall notify the County, in writing, not later than March 1st of each year, of its aggregate income tax revenue for the preceding calendar year.

**SECTION 11.** The County, in addition to other duties set forth above, will offer signatory communities opportunities to score an additional five (5%) percent of total possible points on applications for SCIP/LTIP, Job Ready Sites, Industrial Site Improvement Funding, and other application mechanisms that are administered or scored by the County, beginning with Fiscal Year (FY) 2010 projects, provided approval for the same has been granted or given by the necessary grantor agencies. This incentive structure has been approved by the Ohio Public Works Commission for SCIP/LTIP funding. In the event it is determined by an opinion of the Ohio Attorney General or by a Court of competent jurisdiction that the County is prohibited by law from providing the signatory communities with the opportunity to score an additional five (5%) percent of total points on grant applications, as set forth herein, then any signatory community may withdraw from this Agreement by sending notice of their withdrawal to the County and they need not comply with the notice requirements provided for in Section 12 of this Agreement.

If a signatory community has been determined by written stipulation or by the Committee after the hearing provided for under this Agreement or by an Arbitration panel under this Agreement to have caused a business or employer to relocate from another signatory community by offering economic incentive(s), then a penalty on the above development-grant programs shall apply. The signatory community determined by stipulation, the Committee or arbitration panel to have caused a business relocation shall receive a deduction of five (5%) percent of the total possible points on each application for the above cited programs which are administered and/or scored by the County. Said deduction shall last for a period of two (2) years from the final determination that a signatory community offered economic incentives to induce the employer or business to relocate from another signatory community. The deduction provided for herein shall not be levied against any signatory community which has entered into a tax sharing agreement with another signatory community in lieu of the hearing and other remedies provided for in Section 3 of this Agreement. The failure of any signatory community to comply with the dispute resolution process as outlined in Section 3 of this Agreement including compliance with any lawful decision of the Committee or any Arbitration Panel will subject the non-complying community to the penalty deduction of total possible points on its grant applications for two (2) years from the time non-compliance began or until such time as the community comes into full compliance, whichever time period is shorter.

In the event a covered JEDD or JEDZ, as set forth in Section 5, is the destination community to which a business relocates, no penalty shall apply under this Section to any community that is signatory to that JEDD or JEDZ if that community has agreed to share revenue with the departed community, regardless of whether the other signatory communities that are also signatory to the JEDD or JEDZ fail or refuse to share revenue.

**SECTION 12.** All signatories to this Agreement agree to participate in a review of this Agreement once per year to consider any modifications, alterations or other changes which the

signatories may find necessary or desirable. Any change or modification to this Agreement must be approved by the legislative body of each participating community. A community electing to withdraw from this Agreement shall provide at least one hundred eighty (180) days advanced notice, in writing, to the County prior to the effective date of any legislation authorizing such withdrawal except as provided for below. Any community which exercises its right to withdraw from this Agreement may not rejoin or otherwise become a signatory community to this Agreement for a minimum period of two (2) years after such a withdrawal.

Any existing signatory or member community may elect to withdraw from this Agreement without providing the one hundred eighty (180) day notice whenever a community's legislative body will not approve or accept a proposed modification to this Agreement made during the annual review as set forth above. In such event the community must pass a legislative resolution or ordinance affirmatively withdrawing from this Agreement due to proposed modifications. Such withdrawal will be effective immediately but will not alter, abrogate or otherwise modify any existing revenue sharing agreed upon or determined to be appropriate under this Agreement. Such withdrawal shall not alter any pending claim for revenue sharing which was initiated before a community withdrew from the Agreement. Should the proposed modification be subsequently eliminated or materially changed, such a community may rejoin the signatory communities to this Agreement with the two year waiting period being waived; otherwise the two year waiting period shall remain in effect. The decision to rejoin must be accomplished by legislative resolution or ordinance.

In the event an annual review is not conducted as contemplated above, this Agreement and its terms shall continue under those terms and conditions set forth in the most current version of this Agreement and the failure to conduct an annual review shall not cause this Agreement to terminate. Furthermore, the terms of this version of the Agreement shall remain in effect until the effective date of any subsequent version adopted by the signatory communities.

Each signatory community to this Memorandum has participated, and/or had the opportunity to participate in the annual review. The parties agree that to remain parties to this Memorandum, and to qualify for the 5% additional points on the OPWC District 8 LTIP/SCIP applications, their legislative authority must approve, and the appropriate authority must sign, this Memorandum no later than the Effective Date set forth above.

**SECTION 13.** This Agreement does not prohibit or otherwise limit the signatory communities from entering into Agreements between themselves concerning job creation, retention or revenue sharing. This Agreement does not abrogate or supersede any existing Agreement between signatory communities.

**SECTION 14.** Time is of the essence of this Agreement.

(Signatures on following page.)

IN WITNESS WHEREOF, WE HAVE SIGNED AS REPRESENTATIVES OF OUR  
RESPECTIVE ENTITIES ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**Title or Jurisdiction**

**Signature**

\_\_\_\_\_  
**County of Summit**

\_\_\_\_\_  
**Ilene Shapiro, County Executive**

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

\_\_\_\_\_  
**Name and Title**

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**Date**

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**Date**

## **MODEL CODE OF CONDUCT OF SIGNATORY COMMUNITIES**

- 1.** The signatory communities recognize that in a free marketplace employers and business can and will relocate. This Agreement concerns only jobs and businesses locating from one Summit County signatory community to another Summit County signatory community. Jobs and businesses relocating from outside of Summit County do not qualify for tax revenue sharing under this Agreement.
- 2.** The signatory communities recognize that good faith efforts to fulfill their rights and obligations between themselves are essential to successful job creation/retention and revenue sharing. This includes the obligation to provide timely notice to fellow communities and the County as required under this Agreement, accurate disclosure of financial data, tax information and other matters and the prompt sharing of tax revenues which may be due pursuant to this Agreement.
- 3.** The signatory communities agree to participate in good-faith negotiations to resolve disputes and cooperatively participate in dispute resolution mechanisms provided for under this Agreement which may be required from time to time.
- 4.** When considering changes or modifications to this Agreement, due consideration will be given to the needs and welfare of all signatory communities.
- 5.** The signatory communities will not attempt to circumvent their obligations imposed hereunder by means of subterfuge, the use of third-party intermediaries or other methods.

**EXHIBIT A**  
**SAMPLE REVENUE SHARING AGREEMENT**

**INTERGOVERNMENTAL TAX REVENUE SHARING AGREEMENT  
(Enterprise Zone Area Project – Tier Two)**

This Agreement between the City of \_\_\_\_\_, a municipal corporation with its offices at \_\_\_\_\_, \_\_\_\_\_, Ohio 44\_\_\_\_; the City of \_\_\_\_\_, a municipal corporation with its offices at \_\_\_\_\_, \_\_\_\_\_, Ohio 44\_\_\_\_; and \_\_\_\_\_, an Ohio Corporation, with its principal offices at \_\_\_\_\_, \_\_\_\_\_, Ohio 44\_\_\_\_. Pursuant to the Summit County Intergovernmental Memorandum of Understanding for Job Creation and Retention and Tax Revenue Sharing, Version 2019-2020, and covering the period 07/01/2019 through 06/30/2020 ["Intergovernmental Agreement"], this Agreement requires general compensation and income tax revenue sharing of new municipal income tax revenues relating to the \_\_\_\_\_ Enterprise Zone Area Project.

**Whereas**, the Ohio Enterprise Zone Area Program, pursuant to Ohio Revised Code Sections 5709.61 et. seq. authorizes municipalities to grant real property tax exemptions on eligible new investments;

**Whereas**, the City of \_\_\_\_\_, by Ordinance No. \_\_\_\_\_ adopted \_\_\_\_\_, \_\_\_\_\_, and the County by Resolution No. 95-598 adopted October 30, 1995, and Resolution No. 96-132 adopted March 4, 1996, designated the area as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code;

**Whereas**, the Director of the Development of the State of Ohio determined that the area designated in Resolution No. 95-598 adopted October 30, 1995, and Resolution No. 96-132 adopted March 4, 1996, contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709;

**Whereas**, the City of \_\_\_\_\_ provided the City of \_\_\_\_\_ notice of the Project prior to formal discussion as required within Ohio Revised Code Section 5709.69;

**Whereas**, the City of \_\_\_\_\_ has acted pursuant to Ohio Revised Code Sections 5709.61 et. seq. within Ordinance No. \_\_\_\_\_ adopted \_\_\_\_\_, \_\_\_\_\_, to grant a tax exemption to \_\_\_\_\_ and entered into a formal Enterprise Zone Area Agreement on \_\_\_\_\_, 20\_\_\_\_ ["Project"];

**Whereas**, pursuant to Section 8 of the Intergovernmental Agreement, the City of \_\_\_\_\_



\_\_\_\_\_ has served the City of Cuyahoga Falls with Notice of its intent to claim tax sharing; and

**Whereas**, pursuant to the Intergovernmental Agreement, the City of \_\_\_\_\_ and the City of \_\_\_\_\_, elect to enter into this agreement concerning the distribution of tax revenue related to the aforementioned Project.

**Now Therefore**, in consideration of the foregoing mutual promises, covenants and agreements set forth herein, the respective municipalities agree as follows:

**Section 1. Definitions** as used in this Agreement. The following shall have the meanings set forth below:

"Annual Payment Amount" shall mean the amount paid directly by the City of \_\_\_\_\_ to the City of \_\_\_\_\_ under Section 2 of this Agreement.

"Estimated Annual Payment Amount" shall mean the new income tax revenue (as described in Section 2) of the prior year, multiplied by the sharing percentage (as described in Section 2) of the current year, multiplied by the tax rate.

For example, in 2021, or Year One of the Agreement, if the new income tax revenue of the prior year (2020) is \$12,000,000, the sharing percentage of the current year (2021) is 50%, and the tax rate is 2%, then the Estimated Annual Payment Amount for 2021 is  $\$12,000,000 \times 50\% \times 2\% = \$120,000$ .

"Estimated Equal Monthly Installment" shall mean the Estimated Annual Payment Amount divided by twelve.

For example, in 2021, or Year One of the Agreement, if the Estimated Annual Payment Amount is \$120,000, then the Estimated Equal Monthly Installment is \$10,000.

"Exemption Year" shall mean any calendar year in which the Project would be taxable but for the municipal authorization and finalization of an Enterprise Zone Area Agreement pursuant to Ohio Revised Code Sections 5709.61 et. seq..

"New Employee" shall include all employees who are first employed at the Project site and who have not been subject to the City of \_\_\_\_\_'s municipal income tax within the previous two years on income derived from employment from \_\_\_\_\_ prior to being employed at the Project site. "New employee" does not include any person hired to replace a person who is not a "new employee." "New employee" does not include the employees employed in any construction related to the Project during the period between the scheduled starting date for the investments to be

made by the business and the completion date of the Project.

**Section 2. Amount of Municipal Payments.** The parties agree that the amount of the total annual payroll paid by \_\_\_\_\_ to the City of \_\_\_\_\_ exceeded \$3.5 Million Dollars per year in the tax years ending \_\_\_\_\_ and \_\_\_\_\_ and/or constituted more than five (5%) percent of the aggregate income tax revenues of the departed community. Accordingly, pursuant to the terms of Section 4, Tier Two of the Intergovernmental Agreement applies and provides as follows:

*In the first year, the destination community will pay fifty (50%) percent of the new income tax revenue received from the business by the destination community to the departed community, forty (40%) percent in the second year, thirty (30%) percent in the third year, twenty (20%) percent in the fourth year and ten (10%) in the fifth year.*

Therefore, the City of \_\_\_\_\_ will pay to the City of \_\_\_\_\_ the amounts based upon the percentages calculated on the total annual municipal income tax revenues received by the City of \_\_\_\_\_ from its levy on the wages, salaries, commissions and other compensation of "new employees" located at the \_\_\_\_\_ Project site as a result of the Enterprise Zone Area Agreement. Further, all other terms of the Intergovernmental Agreement shall apply.

**Section 3. Timing of the Payments.** The Annual Payment Amount shall be paid by the City of \_\_\_\_\_ to the City of \_\_\_\_\_ in Estimated Equal Monthly Installments, beginning on \_\_\_\_\_, 20\_\_\_\_\_, and ending on \_\_\_\_\_, 20\_\_\_\_\_ (see Exhibit A – Payment Schedule).

The parties recognize that an overpayment may result if the Estimated Annual Payment Amount is greater than the actual Annual Payment Amount. The overpayment amount shall be determined by the Annual Reconciliation (as described in Section 4 below). In the event of an overpayment, the amount of the overpayment shall be applied to the next monthly installment and so on until balanced.

**Section 4. Annual Reconciliation.** The parties agree to perform an annual reconciliation of the Estimated Annual Payment Amount to the actual Annual Payment Amount.

\_\_\_\_\_ shall provide copies of IRS Forms W-2 for all New Employees to the Income Tax Administrator of the City of \_\_\_\_\_, no later than March 31 for every year of the Agreement.

The Income Tax Administrator of the municipality shall within 30 days confirm the amount reported by the business as an accurate representation of the monthly payroll information

submitted to the municipality for income tax purposes. If the information is not consistent, the Income Tax Administrator shall notify the business of the discrepancy. Within 30 days, the business must reconcile and/or correct the variation.

If the Annual Reconciliation shows that an overpayment was made to the City of \_\_\_\_\_, then the overpayment shall be treated according to Section 3 above.

The Income Tax Administrator of the municipality shall within 30 days of completing the Annual Reconciliation provide an updated copy of Exhibit A – Payment Schedule to the City of \_\_\_\_\_, with an explanation of any overpayment.

Upon request by the City of \_\_\_\_\_, the Income Tax Administrator shall provide copies of the IRS Forms W-2 submitted by \_\_\_\_\_ thereto.

**Section 5. Maximum Income Tax Revenue Sharing Compensation.** The intent of this agreement is to lessen the impact of the loss of withholding tax collected by the City of \_\_\_\_\_. For purposes of determining the revenue sharing formula provided under this section, the “new income tax revenue received from that business by the destination community” shall be capped at and shall not exceed the amount of income tax revenue that was collected by the departed community for that business in the last full calendar year prior to relocation.

**Section 6. Amendments.** This agreement may be amended or modified by the parties, only in writing, signed by all parties to the agreement or by applicable law changes.

**Section 7. Entire Agreement.** Except for possible future applicability of the Intergovernmental Agreement, this agreement sets forth the entire agreement and understanding between the parties merges and supersedes all prior discussions and agreements between the parties with respect to the subject matter of this agreement.

**Section 8. Notices.** All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

Municipality: City of \_\_\_\_\_  
\_\_\_\_\_, Development Director  
Address \_\_\_\_\_

Municipality: City of \_\_\_\_\_  
\_\_\_\_\_, Development Director  
Address \_\_\_\_\_

Business: \_\_\_\_\_

By: \_\_\_\_\_, Chief Financial Officer  
Address

Any party may change its contact or address for receiving notices and reports by giving written notice of such change to the other parties.

**Section 9. Severability of Provisions.** The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

In witness thereof, the parties have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witness

\_\_\_\_\_

Authorized by

\_\_\_\_\_  
Business

\_\_\_\_\_  
Date

Witness

\_\_\_\_\_

Authorized by

\_\_\_\_\_  
City of \_\_\_\_\_

\_\_\_\_\_  
Date

Witness

\_\_\_\_\_

Authorized by

\_\_\_\_\_  
City of \_\_\_\_\_

\_\_\_\_\_  
Date

RECORD OF ORDINANCES

Ordinance No. 2024-49

Passed \_\_\_\_\_, 20 24

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A SUBDIVISION PARTICIPATION AND RELEASE FORM TO SETTLE THE VILLAGE'S CLAIMS AND PARTICIPATE IN A SETTLEMENT AGREEMENT AGAINST KROGER CO. IN THE NATIONAL OPIATE PRESCRIPTION LITIGATION, AND DECLARING AN EMERGENCY.

WHEREAS, the Village is a Plaintiff in the ongoing litigation known as the National Opiate Prescription Litigation, MDL No. 2804, in the United States District Court, Northern District of Ohio; and

WHEREAS, on behalf of all Plaintiffs in the aforementioned litigation, the Plaintiff's Executive Committee has reached a settlement agreement with Kroger Co. whereby it must pay the sum of \$1.2 billion to participating political subdivisions to remediate and abate the impacts of the opioid crisis over an eleven-year period; and

WHEREAS, to participate in the aforementioned settlement, the Village must submit a Subdivision Participation and Release Form; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village of Mogadore to authorize the Mayor to execute and deliver the Subdivision Participation and Release Form to participate in the aforementioned settlement.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Mogadore, Counties of Summit and Portage, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to execute and deliver a Subdivision Participation and Release Form to settle the Village's claims and participate in a settlement agreement against Kroger Co. in the National Opiate Prescription Litigation, MDL No. 2804, in the United States District Court, Northern District of Ohio. The Mayor, Law Director and Clerk-Treasurer are hereby further authorized to take all actions and execute all documents necessary to effectuate said settlement.

SECTION 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

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 of Mogadore and for the purpose of immediately executing and delivering the Subdivision Participation and Release Form in a timely manner before the same is due, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force

RECORD OF ORDINANCES

Ordinance No. 2024-49

Passed \_\_\_\_\_, 20 24

upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Clerk-Treasurer