

Village of Mogadore

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Mogadore, OH 44260

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Web Site: www.mogadorevillage.org

COUNCIL MEETING AGENDA

Wednesday, March 19, 2025
5:30 p.m.

1. Moment of Reflection – Mr. McDowall
2. Pledge to the flag
3. Roll Call
4. Approval of the Agenda
5. Minutes from March 5, 2025, council meetings presented for changes, corrections, and adoption
6. Comments from the Audience on the pending legislation
7. Committee Reports
8. Old Business – None.
9. New Business –

Resolution 2025-15 – Mr. Yoho – Sponsor: Safety Committee (Agreement Attached)

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUMMIT COUNTY AND THE LEGAL DEFENDERS OFFICE OF SUMMIT COUNTY, OHIO, INC. FOR CALENDAR YEAR 2025, AND DECLARING AN EMERGENCY.

Resolution 2025-16 – Mr. Tonsic – Sponsor: Streets Committee

A RESOLUTION AWARDED THE BID FOR THE 2025 CHIP AND SEAL STREET REPAIRS PROJECT TO GEAUGA HIGHWAY CO., AUTHORIZING THE MAYOR AND CLERK-TREASURER TO ENTER INTO A CONSTRUCTION CONTRACT WITH GEAUGA HIGHWAY CO. TO PROVIDE LABOR AND MATERIALS FOR SAID PROJECT, AND DECLARING AN EMERGENCY.

Resolution 2025-17 – Mr. Tonsic – Sponsor: Streets Committee

A RESOLUTION AWARDED THE BID FOR LABOR AND MATERIALS FOR THE HERBERT STREET EXTENSION AND NORWICH AVENUE PROJECT WITHIN THE VILLAGE OF MOGADORE TO CEMENTECH INCORPORATED, AUTHORIZING THE MAYOR AND CLERK-TREASURER TO ENTER INTO A CONTRACT WITH CEMENTECH INCORPORATED TO PROVIDE LABOR AND MATERIALS FOR SAID PROJECT, AND DECLARING AN EMERGENCY.

Ordinance 2025-18 – Ms. Van Dike – Sponsor: Finance Committee (Exhibit A, B)

AN ORDINANCE AMENDING SECTION 38.13 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF MOGADORE, ENTITLED “CREDIT CARD POLICIES”, 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

Wednesday, March 5, 2025

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

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

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

Roll Call: Yoho, McDowall, Raddish, Tonsic, Miller, and Bauer. Van Dike was excused.

Others Present: Mayor Rick, Clerk-Treasurer Scott Varney, Assistant Law Director Natalie Schulte, and Village Engineer Matt Glass. Council Clerk Rachel Osborne was excused.

Motion by Raddish second by Yoho for the approval of the agenda as presented. Vote. Unanimous ayes. Motion carried.

Motion by Raddish second by Bauer to adopt the minutes from the February 19, 2025, Council meeting. Vote. Unanimous ayes. Motion carried.

COMMENTS FROM THE AUDIENCE ON PENDING LEGISLATION – No Comments.

COMMITTEE REPORTS

UTILITIES – Mr. Bauer has no report.

SAFETY – Mr. Yoho has no report.

PARKS & RECREATION – Mr. McDowall has no report.

PLANNING AND ZONING – Ms. Miller reported the committee approved the revised use and new sign for Blair Mercedes Photography LLC at the March 3rd Planning and Zoning Meeting. The location of the new business is 3878 Mogadore Road. The committee also approved the design for the new village hall electronic sign.

FINANCE/AUDIT – Ms. Van Dike was not present.

STREETS – Mr. Tonsic has no report.

Council President Raddish announced the February Work Session will be held Wednesday, March 26th at 5:30 p.m. Mr. Yoho stated he would not be present at the March 26th meeting.

OLD BUSINESS – None.

NEW BUSINESS –

Mr. Yoho presented Resolution 2025-14 Sponsored by Safety Committee as follows:

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PUBLIC CONSULTING GROUP, LLC TO ASSIST THE VILLAGE WITH SECURING MEDICAID SUPPLEMENTAL PAYMENTS THROUGH THE STATE OF OHIO'S AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM, AND DECLARING AN EMERGENCY.

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

A motion was made by Yoho to adopt Resolution 2025-14; a second was made by Tonsic. Vote. Unanimous ayes. Motion carried.

COMMENTS from the Public: *Jon Mencer, 242 South Cleveland Avenue*, stated he got a letter for the new electric aggregation rate. Mencer asked if the contract was only for one year.

Mayor Rick confirmed that the new rate is for one year instead of two. He encourages residents to look at different suppliers for a better rate.

Bauer mentioned looking at the electrical rate comparison chart online. Bauer stated that Energy Harbor has a good rate and you can lock in for two years and there is no cancelation fee.

Mayor Rick stated the gas aggregation rate is good till March of next year.

Carl Housley, 67 First Avenue, told the council he did not understand Dodson's explanation at the March 5th council meeting on how property tax is distributed under the TIFF. Housley asked if he pays \$100.00 to the county where does that go?

The Mayor and Clerk-Treasurer provided more explanation to Housley on how his property taxes are distributed between the different agencies within the county regarding the TIFF.

June Long, 4061 Etter Road, reminds the council of the senior social group will be meeting next Thursday in the Community Room at the High School.

Mayor Rick stated he would be attending along with the Fire and Police Chiefs.

COMMENTS from the Council: Mr. Tonsic, mentioned the street department had the street sweeper out cleaning the roads. Mr. Raddish thanked everyone for coming and to be careful on their way home.

COMMENTS from the Law Director: No Comments.

COMMENTS from the Village Engineer: No Comments.

COMMENTS from the Clerk-Treasurer: No Comments.

COMMENTS from Mayor Rick: Mayor Rick announced the Mogadore Historical Society will be hosting a soup and sandwich luncheon next Wednesday, March 12th from 11 a.m. to 1 p.m. at the Russ Pry Community Center, and wished the High School Girls Basketball team good luck at state semifinal this Friday.

Meeting adjourned at 5:45 p.m.

Michael Rick, Mayor

Date

Attest:

Rachel Osborne, Council Clerk

RECORD OF ORDINANCES

Resolution No. 2025-15

Passed _____, 2025

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUMMIT COUNTY AND THE LEGAL DEFENDERS OFFICE OF SUMMIT COUNTY, OHIO, INC. FOR CALENDAR YEAR 2025, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor has proposed that the Village enter into a contract with Summit County ("County") and the Legal Defenders Office of Summit County, Ohio, Inc. ("Legal Defenders Office") for calendar year 2025 to provide legal counsel to indigent persons charged with offenses involving the potential loss of liberty within 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 authorize the Mayor to execute an agreement with the County and Legal Defenders Office for calendar year 2025 to provide legal counsel to indigent persons charged with offenses involving the potential loss of liberty within the Village.

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

SECTION 1: The Mayor is hereby authorized and directed to execute a contract with the County and Legal Defenders Office for calendar year 2025 to provide legal counsel to indigent persons charged with offenses involving the potential loss of liberty within the Village. Said contract is 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 immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately authorizing the aforementioned agreement with the County and Legal Defenders Office to ensure the rights of indigent persons charged with offenses involving the potential loss of liberty do not have their Constitutional rights denied or abridged, 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.

RECORD OF ORDINANCES

Resolution No. 2025-15

Passed _____, 2025

Michael Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

AGREEMENT

This Agreement made at the VILLAGE OF MOGADORE, Ohio on this 14th day of January 2025, by and between the VILLAGE OF MOGADORE, Ohio, acting by and through its Mayor (or designee) duly authorized by Ordinance No.

_____ - _____, passed by the Council of the VILLAGE OF MOGADORE, Ohio on the _____ day of _____, _____, hereinafter referred to as the VILLAGE, County of Summit, Ohio, herein after referred to as the COUNTY, and the Legal Defenders Office of Summit County, Ohio, Inc., a non-profit organization established per Chapter 120 of the Ohio Revised Code (ORC) and Chapter 120-1 of the Administrative Code (OAC), hereinafter referred to as the DEFENDER, collectively referred to as PARTIES.

WITNESSETH:

WHEREAS, the VILLAGE wishes to enter into an agreement to obtain the services of the DEFENDER to provide legal counsel to indigent persons charged with loss of liberty offenses in its municipal jurisdiction for 2025; and

WHEREAS, pursuant ORC Chapter 120, specifically §§ 120.08 and .34, the state treasury maintains the indigent defense support fund to reimburse county governments for the expenses incurred by DEFENDER for the aforementioned services. Per OAC 120-1-09 it is necessary to enter into this Agreement in order for COUNTY to obtain reimbursement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and terms to be kept and performed, it is agreed between the PARTIES as follows:

Section 1. The DEFENDER shall provide counsel in the Akron Municipal Court and the Summit County Juvenile Court to persons charged with a violation

of the Codified Ordinances of the VILLAGE OF MOGADORE, Ohio for which a sentence of confinement may be imposed on such person should they be convicted, and who meet either of the following specifications:

- a. The judge has determined in accordance with Subsection D of Rule 44 of the Ohio Rules of Criminal Procedure that such person is unable to obtain legal counsel; or
- b. The Defender or LDO determines that the individual is indigent in accordance with Sections 120.05 and 120.15 of the Ohio Revised Code and Section 120-1-03 of the Ohio Administrative Code.

Section 2. The fee for the services provided in Section 1 of the Agreement shall not exceed Two Hundred Thirty Dollars (\$230.00) per case. The DEFENDER shall provide a monthly list to the COUNTY and the VILLAGE of all billable closed cases by the 15th day of the following month. The COUNTY shall pay the DEFENDER \$230.00 for each identified closed case on the monthly list. The VILLAGE shall pay the COUNTY the unreimbursed portion of that fee in effect for each closed case on the monthly list (currently 22% of the fee or \$50.60 per case). The unreimbursed percentage is subject to change pursuant to the Ohio Public Defender's indigent defense reimbursement rate. Should the rate be changed by the state during the term of this Agreement, the PARTIES agree to abide by the new rate. PARTIES will cooperate to receive the maximum state reimbursement allowed by law.

Matters that have multiple VILLAGE municipal code charges under one case number shall be counted as one case. Where a case has both a municipal code charge and an Ohio Revised Code, the case shall be billed to the VILLAGE whenever the ordinance is the highest degree charge or ties for highest degree.

Further, in matters where the defendant is charged under one code type,

but convicted of another code type, the code type in which the defendant is charged under shall be used to determine billable status.

In the event that a defendant becomes unavailable during the pendency of the case, the Defender shall keep the case open for a period of six months from the first missed hearing. At the expiration of that six months, the case shall be closed and billed accordingly. If the defendant becomes available after the matter is closed, the case will be re-opened and considered a new case for the purposes of billing at that time.

For all community control violations, show cause hearings or contempts filed six months or more after the original case has been closed, the fee shall not exceed One Hundred Fifteen Dollars (\$115.00) or 50% of the Two Hundred Thirty Dollars (\$230.00) per case. These will be billed in the same manner as the original case.

All appeals of cases originally billed pursuant to this contract shall be billed at Two Hundred Thirty Dollars (\$230.00) per case. All appeals assigned to the Defender for municipal code violation cases for which the Defender was not trial counsel, shall be billed at Two Hundred Thirty Dollars (\$230.00). These will be billed in the same manner as the original case.

Section 3. The Defender, on behalf of its attorneys and each attorney employed by the Defender, individually, reserves the right to decline to advise or represent any particular person, consistent with the Ohio Rules of Professional Conduct. The Company or LDO further reserves the right to withdraw from representation: (1) for a conflict of interest consistent with the Ohio Rules of Professional Conduct; (2) due to a finding of the client's financial ineligibility for the legal services; or (3) due to an excessive workload as determined by Section 120-1-

07 of the Ohio Administrative Code. However, in the event Company desires to withdraw due to financial ineligibility or excessive workload, the Defender or the individual attorney shall continue representation previously commenced at the trial court level through all trial court proceedings, including capias and probation violation proceedings, and shall continue previously taken appeals until the appeals process is terminated by a final action on the merits by the appellate court or until alternate counsel is obtained.

Section 4. The Agreement shall expire on December 31, 2025. Billing for the aforementioned services may occur after expiration.

Section 5. In the event the VILLAGE does not renew this Agreement, the VILLAGE agrees to pay the DEFENDER the applicable amount in Section 2 per pending case upon the completion of said case.

Section 6. The DEFENDER shall defend and hold harmless the VILLAGE from any and all claims or liability resulting from the services performed by the DEFENDER under the contract.

Section 7. All amendments to this Agreement shall be in writing and signed by all parties.

Section 8. This contract shall be subject to the approval of the Ohio Public Defender Commission. In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

IN THE PRESENCE OF:

VILLAGE OF MOGADORE

Witness for Mayor/Designee

_____/_____
Mayor (or designee) Date

LEGAL DEFENDERS OFFICE OF
SUMMIT COUNTY, OHIO, INC.

Witness for Defender

_____/_____
Director Date

COUNTY OF SUMMIT, OHIO

_____/_____
Brian Harnak, Director Date
Summit County
Dept. of Law and Risk Management

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that certificates will be furnished on payment orders issued by the _____ under this contract and that sufficient money is in the treasury under this contract and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the VILLAGE's obligation under this contract as authorized by Ordinance No. _____.

Director of Finance

RECORD OF ORDINANCES

Resolution No. 2025-16Passed _____, 2025

SPONSOR: STREETS COMMITTEE

A RESOLUTION AWARDING THE BID FOR THE 2025 CHIP AND SEAL STREET REPAIRS PROJECT TO GEAUGA HIGHWAY CO., AUTHORIZING THE MAYOR AND CLERK-TREASURER TO ENTER INTO A CONSTRUCTION CONTRACT WITH GEAUGA HIGHWAY CO. TO PROVIDE LABOR AND MATERIALS FOR SAID PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, Section 14.03 of the Village's Charter provides that all purchases exceeding one-half (1/2) of the statutory threshold of \$75,000.00 shall be undertaken by advertising for and accepting sealed bids, except when five (5) members of this Council determine the purchase should proceed without such sealed bids due to an emergency; and

WHEREAS, in accordance with Section 14.03 of the Village's Charter, this Council previously adopted Resolution No. 2025-10 to authorize and direct the Clerk-Treasurer to advertise for bids for the 2025 Chip and Seal Street Repairs Project, which includes (i) Grant Avenue, (ii) Etter Road between Cleveland Avenue and Lincoln Avenue, (iii) the Lions Park driveway from Hale Street to the middle parking lot, and (iv) the middle parking lot at Lions Park; and

WHEREAS, thereafter, the Clerk-Treasurer advertised for bids for the 2025 Chip and Seal Street Repairs Project and received bids for the same; and

WHEREAS, upon review of the bids, the Village Engineer recommended that this Council award the bid for the 2025 Chip and Seal Street Repairs Project to Geauga Highway Co. as the lowest responsive and responsible bidder in the amount of \$73,877.50; 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 award the bid for the 2025 Chip and Seal Street Repairs Project to Geauga Highway Co. and to authorize the Mayor and Clerk-Treasurer to enter into a construction contract for Geauga Highway Co. to provide labor and materials for said project.

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

SECTION 1: This Council hereby awards the bid for the 2025 Chip and Seal Street Repairs Project to Geauga Highway Co. as the lowest responsive and responsible bidder in the amount of \$73,877.50.

SECTION 2: The Mayor and Clerk-Treasurer are hereby authorized and directed to enter into a construction contract with Geauga Highway Co. to provide labor and materials for the 2025 Chip and Seal Street Repairs Project.

RECORD OF ORDINANCES

Resolution No. 2025-17

Passed _____, 2025

SPONSOR: STREETS COMMITTEE

A RESOLUTION AWARDING THE BID FOR LABOR AND MATERIALS FOR THE HERBERT STREET EXTENSION AND NORWICH AVENUE PROJECT WITHIN THE VILLAGE OF MOGADORE TO CEMENTECH INCORPORATED, AUTHORIZING THE MAYOR AND CLERK-TREASURER TO ENTER INTO A CONTRACT WITH CEMENTECH INCORPORATED TO PROVIDE LABOR AND MATERIALS FOR SAID PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, Section 14.03 of the Village's Charter provides that all purchases exceeding one-half (1/2) of the statutory threshold of \$75,000.00 shall be undertaken by advertising for and accepting sealed bids, except when five (5) members of this Council determine the purchase should proceed without such sealed bids due to an emergency; and

WHEREAS, in accordance with Section 14.03 of the Village's Charter, this Council previously adopted Resolution No. 2025-9 to authorize and direct the Clerk-Treasurer to advertise for bids for construction improvements to Herbert Street Extension and Norwich Avenue ("Herbert Street Extension and Norwich Avenue Project") through the Ohio Public Works Commission ("OPWC") fund; and

WHEREAS, thereafter, the Clerk-Treasurer advertised for bids for the Herbert Street Extension and Norwich Avenue Project and received bids for the same; and

WHEREAS, upon review of the bids, the Village Engineer recommended that this Council award the bid for the Herbert Street Extension and Norwich Avenue Project to Cementech Incorporated as the lowest responsive and responsible bidder in the amount of \$1,496,860.50; 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 award the bid for the Herbert Street Extension and Norwich Avenue Project to Cementech Incorporated and to authorize the Mayor and Clerk-Treasurer to enter into a construction contract for Cementech Incorporated to provide labor and materials for said project.

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

SECTION 1: This Council hereby awards the bid for the Herbert Street Extension and Norwich Avenue Project to Cementech Incorporated as the lowest responsive and responsible bidder in the amount of \$1,496,860.50.

SECTION 2: The Mayor and Clerk-Treasurer are hereby authorized and directed to enter into a construction contract with Cementech Incorporated to provide labor and materials for the Herbert Street Extension and Norwich Avenue Project.

RECORD OF ORDINANCES

Resolution No. 2025-17

Passed _____, 2025

SECTION 3: The Clerk-Treasurer is hereby authorized and directed to refund all bonds or certified checks to the successful and unsuccessful bidders upon the execution of the aforementioned construction contract.

SECTION 4: 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 5: 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 enabling the Herbert Street Extension and Norwich Avenue Project to commence in a timely fashion, 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.

Michael Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

RECORD OF ORDINANCES

Ordinance No. 2025-18

Passed _____, 2025

SPONSOR: FINANCE COMMITTEE

AN ORDINANCE AMENDING SECTION 38.13 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF MOGADORE, ENTITLED "CREDIT CARD POLICIES", AND DECLARING AN EMERGENCY.

WHEREAS, Section 38.13 of the Codified Ordinances of the Village of Mogadore, entitled "Credit Card Policies" provides for the Village's credit card policy; and

WHEREAS, the Clerk-Treasurer has recommended that this Council amend Section 38.13 of the Codified Ordinances of the Village, entitled "Credit Card Policies," as set forth on Exhibit A, attached hereto and incorporated herein by reference, to account for necessary updates in usage of credit cards, and to change the name of said Section to "Credit Card Policy;" and

WHEREAS, pursuant to Section 38.13, it is also necessary for this Council to approve a Credit Card Responsibility and Use Procedures form, as set forth on Exhibit B, attached hereto and incorporated herein by reference, that will be signed by all Village employees issued a credit card; 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 amend Section 38.13 as set forth on Exhibit A, and to further approve the Credit Card Responsibility and Use Procedures form attached hereto as Exhibit B.

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 amends Section 38.13 of the Codified Ordinances of the Village of Mogadore, now entitled "Credit Card Policy" as set forth on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2: This Council hereby approves the Credit Card Responsibility and Use Procedures form, as set forth on Exhibit B, attached hereto and incorporated herein by reference, that will be signed by all Village employees issued a credit card.

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.

SECTION 4: 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

RECORD OF ORDINANCES

Ordinance No. 2025-18

Passed _____, 20 25

Mogadore and for the purpose of immediately providing consistent and updated regulations and restrictions on use of Village funds, 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.

Michael Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

EXHIBIT A

38.13 CREDIT CARD POLICY

- (A) The policy set forth in this Section applies to all (i) payment cards, checks or other payment instruments associated with a credit account issued by a financial institution or a retailer, and (ii) payment cards related to the receipt of grant funds. All such cards and instruments are referred to herein as “credit cards”.
- (B) This policy does not apply to procurement cards (P-Cards), or to gas cards or other payment cards that are capable of use only for the purchase of certain limited types of goods.
- (C) The Village will not obtain or maintain any debit cards.
- (D) Credit cards will be established in the name of the Village of Mogadore with a maximum credit limit not to exceed \$16,000.00.
- (E) The Clerk-Treasurer shall engage with the appropriate financial institutions that issue credit cards to determine the best type of credit card accounts for the Village.
 - (1) The Clerk-Treasurer is responsible for working with the issuing financial institution to determine the dates when credit cards expire and the re-issuance of replacement credit cards.
 - (2) The Clerk-Treasurer is responsible for determining, when necessary, the need to cancel a credit card account and any adjustment to credit limits on the credit cards.
 - (3) The Clerk-Treasurer is responsible for notifying the issuing financial institution of a lost or stolen credit card. The Village personnel using a credit card must immediately notify the Clerk-Treasurer when they become aware that a credit card is lost or stolen.
 - (4) The Clerk-Treasurer shall be responsible for all credit card issues, including issuing to employees, collecting receipts, monitoring statements to compare to receipts, and reporting lost or stolen cards.
- (F) Credit cards shall be provided to the Mayor, Police Chief, and the Fire Chief, and to any other employee determined appropriate by the Mayor, for the primary purpose of conducting the Village business and each shall be solely responsible for any credit card issued to them.
- (G) Prior to the initial receipt of a credit card, each individual must agree to and sign the Credit Card Responsibility and Use Procedures approved by the Village Council.
- (H) The Council authorizes the use of Village credit cards for use in connection with Council-approved or Village-related activities and for only those types of expenses that are for the benefit of the Village that serve a valid and proper public purpose. Credit cards may be

used only for expenditures that are within the applicable Village budget and departmental guidelines.

- (I) For each purchase made using a credit card, an itemized receipt indicating the amount paid, the vendor, and the goods/services purchased must be submitted to the Clerk-Treasurer promptly following the purchase.
- (J) Use of a credit card for personal expenditures, even if reimbursed, is never permitted. Use of a credit card for expenditures in excess of the applicable credit limit, or otherwise in violation of this policy shall constitute a misuse of the credit card.
- (K) Cash advances shall never be permitted.
- (L) Any cash back, discounts, coupons, bonuses or other benefits derived based upon use of the credit card belongs to the Village, not to the employee.
- (M) If a credit card is lost or stolen, or if any Village personnel become aware of unauthorized or fraudulent use of any of the Village's credit card accounts, the same must be reported immediately to the Clerk-Treasurer.
- (N) All monthly credit card statements and other correspondence associated with the credit card accounts will be sent to the Village. Payment of the monthly statements must be made in a timely fashion so that any charges and late payment fees are not incurred.
- (O) On an annual basis, the Clerk-Treasurer will submit a report to the Village Council regarding all credit card rewards received by the Village.
- (P) Any violation of this policy or misuse of a credit card is basis for discipline up to and including termination of employment and restitution, if necessary.

EXHIBIT B

Credit Card Responsibility and Use Procedures

A credit card account has been established to meet the needs of your department for incidental purchases. Upon receipt of proper documentation and itemized receipt, credit card expenditures will be paid through the Clerk-Treasurer's office.

****A credit card does not replace requisitions and purchase orders. ****

Conditions of Use: Expenses may be incurred with the credit card only if all of the following conditions are met:

1. Expenditures must be within the guidelines of your department's budget and the particular activity of your department. The expenditure may only be made after the approval of any required requisition and purchase order. The credit card is not to be used for any personal expenses.
2. Expenditures to be paid must be less than your credit limit of \$16,000.00. There are no exceptions.
3. Proper documentation to support the expenditure must be sent to the Clerk-Treasurer prior to receipt of the monthly statement.
 - a. Proper documentation is to include:
 - i. Itemized paid receipt indicating the amount paid, the vendor, and an itemized description of the purchase.
 - ii. In the case of books, subscriptions or similar types of orders, a copy of the order form or document, and the packing slip or other receiving document.
 - iii. A hardcopy print-out for any items ordered online.
 - iv. Approval by the appropriate supervisor, if necessary.
 - b. Examples of documentation not allowed:
 - i. Non-itemized cash register receipts.
 - ii. Handwritten requests for reimbursement without receipts or other verification.
4. The Village is exempt from sales tax, and all reasonable efforts should be made to ensure that sales tax is not charged by vendors in connection with purchases made

via credit card. A tax exemption certificate is available in the Clerk-Treasurer's office.

Safekeeping: You are responsible for the safekeeping of the credit card. You shall not permit anyone else to use the credit card or disclose to anyone (other than the vendor/merchant in connection with purchase) the credit card account number, expiration date, CVV, or other pertinent account information.

Unauthorized Use: If you become aware of any unauthorized or fraudulent use of the credit card, or if the credit card is lost or stolen, you must immediately report same to the Clerk-Treasurer.

No Right to Credit Card: The credit card is issued to you on a temporary basis and remains the sole property of the financial institution from which it was issued. The right to use the credit card may be revoked at any time without notice by the issuing financial institution or by the Village's Clerk-Treasurer or Mayor.

Personal Responsibility: You are personally responsible for any unauthorized credit card expenditures and expenditures made in violation of applicable Village Policy.

Policy: In addition to the terms set out herein, use of the credit card is subject to the Village's Credit Card Policy.

I have read and fully understand and accept my personal responsibilities and liabilities in regard to the credit card issued to me, including the terms set out in the Village's Credit Card Policy. I further acknowledge that any misuse of the credit card may result in disciplinary action up to and including termination of employment.

Cardholder Signature: _____ Date: _____
Cardholder Printed Name: _____

Witness: _____ Date: _____
Witness Printed Name: _____