

Village of Mogadore

135 South Cleveland Avenue

Mogadore, OH 44260

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COUNCIL MEETING AGENDA

Wednesday, July 2, 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 June 18, 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 2025-32 – Mr. McDowall – Sponsor: Parks & Recreation Committee (Exhibit A)

A RESOLUTION ADOPTING THE GREENWOOD CEMETERY AMENDED RULES AND REGULATIONS, AND DECLARING AN EMERGENCY.

Ordinance 2025-33 – Mr. Bauer – Sponsor: Utilities Committee (Exhibit A)

AN ORDINANCE AMENDING SECTION 50.04 OF THE CODIFIED ORDINANCES ENTITLED “STORAGE CONTAINERS FOR GARBAGE AND REFUSE”, AND DECLARING AN EMERGENCY.

Resolution 2025-34 – Ms. Van Dike – Sponsor: Finance Committee (Agreement Attached)

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AKRON TO PROVIDE PROSECUTORIAL SERVICES FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

Resolution 2025-35 – Mr. Yoho – Sponsor: Safety Committee

A RESOLUTION AUTHORIZING AND DIRECTING THE CLERK-TREASURER TO ADVERTISE FOR BIDS FOR AN INCIDENT COMMAND TRAILER FOR THE MOGADORE POLICE DEPARTMENT, 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, June 18, 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, Van Dike, Raddish, Tonsic, and Bauer were present. Ms. Miller was excused.

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

Motion by Raddish, second by Van Dike 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 June 4, 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 was not present.

FINANCE/AUDIT – Ms. Van Dike reported she has one piece of legislation to read.

STREETS – Mr. Tonsic has no report.

Council President Mr. Raddish announced that the June work session will be held on Wednesday, June 25th, with all committees reporting.

NEW BUSINESS –

Van Dike presented Resolution 2025-31, Sponsored Finance Committee as follows:

A RESOLUTION AUTHORIZING THE TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE CEMETERY FUND AND THE POLICE TASER GRANT FUND AND DECLARING AN EMERGENCY.

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

A motion was made by Van Dike to adopt Resolution 2025-31; a second was made by McDowall. Vote. Unanimous ayes. Motion carried.

COMMENTS from the Public: Carl Housley, 67 First Avenue, thanked the mayor and council for fulfilling his records request. After reviewing the information that was provided, Housley commented that the village would be short on funds early, and instead of the village addressing it at that time, they let it

be. Raises of seven percent and eleven percent were given out, and an increase in the number of holidays for the five full-time firefighters. The village would come up a million and a half dollars short by the time the SAFER Grant expires, and the Fire Levy would come up for renewal. There were no provisions in the Fire Department's five-year plan to renew the SAFER Grant, but there was a plan to renew the Fire Levy. In Housley's opinion, based on the numbers, if the Fire Department doesn't receive renewal for the SAFER Grant, they will be in the hole between a million and a million and a half dollars and would have to go back to the public for a renewal on the Fire Levy earlier than what was told. Housley asked the council to look at that and address it.

COMMENTS from the Council: Mr. Bauer commented that the council has been called liars about the SAFER Grant regarding Housley's comments. Bauer does not think the village is in any kind of trouble and told Housley the council did not lie to him or the public.

Mr. Yoho stated he was at Lions Park over the weekend, and it was packed with baseball tournaments. He received many compliments on the new improvements made in the park.

COMMENTS from the Assistant Law Director: Natalie Schulte has no comment.

COMMENTS from the Village Engineer: Matt Glass has no comment.

COMMENTS from the Clerk-Treasurer: Scott Varney has no comment.

COMMENTS from Mayor Rick: Mayor Rick stated the Fire Levy passed for five years and will run out in 2027. The SAFER Grant was 1.2 million, and we will apply for an extension to use the remaining \$300,000.00 that we project will be left over in 2026.

Meeting adjourned at 5:43 p.m.

Attest:

Michael Rick, Mayor

Date

Rachel Osborne, Council Clerk

RECORD OF ORDINANCES

Resolution No. 2025-32

Passed _____, 2025

SPONSOR: PARKS & RECREATION COMMITTEE

A RESOLUTION ADOPTING THE GREENWOOD CEMETERY AMENDED RULES AND REGULATIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the Village operates Greenwood Cemetery within the Village boundaries; and

WHEREAS, the Cemetery Board has recommended the adoption of the Greenwood Cemetery Amended Rules and Regulations in the form attached hereto as Exhibit A, which contains the proposed rules and regulations for use of the Greenwood Cemetery; 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 adopt the Greenwood Cemetery Amended Rules and Regulations, as recommended by the Cemetery Board.

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 approves and adopts the Greenwood Cemetery Amended Rules and Regulations, as recommended by the Cemetery Board, in the form attached hereto and incorporated herein as Exhibit A.

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 the timely implementation of the Greenwood Cemetery Amended Rules and Regulations to ensure a clean, safe and aesthetically pleasing cemetery environment, 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. 2025-32

Passed _____, 2025

Michael Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

GREENWOOD CEMETERY
AMENDED RULES AND REGULATIONS

Resolution No.: 2025-32

EXHIBIT A

Effective: _____, 2025

The following Rules and Regulations, as adopted by the Village of Mogadore Cemetery Board on MAY 12, 2025, and approved by the Mogadore Village Council on _____, 2025, shall govern the use of the Village of Mogadore Greenwood Cemetery.

SECTION I – GENERAL RULES; FEES

1. All access to, and use of, the Cemetery is governed by the Village pursuant to these Rules and Regulations.
2. The land comprising the Cemetery shall, at all times, remain the land of the Village of Mogadore, and the purchase of any burial lot therein shall only provide for the use of the lot for burial purposes, and no other right or interest in and to that lot shall be conveyed by the Village to the purchaser or holder of said lot.
3. The Village reserves the right to lay out and change the location of roads, paths, and walks, and to make such other changes or alterations as it deems necessary or advisable, and to correct errors in locations and descriptions in contracts, deeds and internments, without incurring any obligation to, or securing the consent of, lot holders.
4. Entry and exit to and from the Cemetery shall be made only between sunrise and sunset. Vehicular traffic in and out of the Cemetery shall be for Cemetery purposes only.
5. The Cemetery grounds are sacredly dedicated to be used solely for the burial of human remains and cremains, for the visitation, honor and respect of the same, and for ceremonial purposes related to the same, and any use other than its intended purpose is prohibited. In addition to these Rules and Regulations, all laws of the federal government, State of Ohio and Village of Mogadore shall be adhered to at all times within the Cemetery.
6. These Rules and Regulations may be changed or modified at any time by action of the Mogadore Village Council upon the recommendation of the Cemetery Board.
7. Charges for lot purchases, grave openings and closings, cremains openings and closings, foundations and other services, if not otherwise set forth herein, shall be established by Ordinance enacted by the Mogadore Village Council upon recommendation of the Cemetery Board.

SECTION II – INTERNMENTS

1. The purchase of a lot entitles the holder, or subsequent transferee, to the burial of one human body and up to 4 cremains urns or containers.
2. Internments other than a lot holder or person to whom the deed has been transferred, are permitted only upon written consent of the lot holder, and such written consent must contain the name of the current lot holder/transferee, name of the interned person, location of the grave, lot number, the date of the consent, and a signature of the person giving such consent.
3. A proper burial certificate or permit must be furnished for each internment of human remains or cremains.
4. The Village's Assistant Clerk-Treasurer must be contacted at least 48 hours before each internment.
5. All charges for internments and removals (disinternments) must be paid in advance and no later than the date of burial or removal.
6. Lots in the Cemetery shall be used only for the purpose of burial of human remains or cremains.
7. All internments of remains shall be made in concrete or metal vaults. All internments of cremains shall in non-biodegradable urns or containers designed for such purpose.
8. When a burial is made on a lot, the purchase price of the of the grave must have been previously paid. Double headstones are not to be installed until both lots are paid in full.
9. Babyland is reserved only for infants where the outer receptable does not exceed 2 feet in length.

SECTION III – DISINTERNMENTS

1. Disinternments shall be made solely as authorized by Ohio law and upon written request of the lot holder or his or her legal representative, at the lot holder's or his or her legal representative's expense.
2. Disinternment permits must be provided to the Village prior to commencement of the disinternment.
3. Disinternment expenses shall be assumed by the Village only when proof is presented that an error in the opening of a grave has been made by the Village.

SECTION IV – MARKERS

1. All markers, including monuments, memorials, headstones, flat or flush stones, sunken vases, and any other type of marker of a permanent nature shall be in conformity with this Section and shall be subject to approval by the Cemetery Board, in its sole and absolute discretion.
2. Markers shall be of a substantial material – stone, marble, granite or metal - and designed specifically for the purpose and function of a burial marker. Markers may not be made of material that was otherwise designed or manufactured for a non-burial marker purpose or function. Markers shall be purchased or otherwise obtained from a monument company or some other business that manufactures burial markers in the normal course of its business.
3. Markers shall be no wider than the width of the grave site.
4. Markers must be installed by a monument company on concrete foundations at the expense of the lot holder.
5. Only one marker will be permitted on a lot unless otherwise authorized by the Cemetery Board. Markers shall be placed only at the head of the grave, except for flat or flush military stones, which may be placed at the foot of the grave when a marker occupies the head of the grave.
6. All markers shall be in good taste, shall not contain profane, obscene or offensive content, and shall be consistent with the aesthetics of the Cemetery, as determined by the Cemetery Board in its sole and absolute discretion.
7. In the event of damage, the Village shall use its best efforts to restore and/or replace all damaged markers, but shall be under no financial obligation to do so.

SECTION V – PLANTINGS AND DECORATIONS

1. Flowers, wreaths, flags and decorations will be removed from lots when, in the judgment of the Village Service Department they have become unsightly. Upon special holidays such as Easter, Mother's Day, Father's Day, Memorial Day, Fourth of July, Veterans Day, Thanksgiving Day and Christmas, cut flowers and potted plants will be permitted and allowed to remain for two weeks from the date of the holiday. Winter wreaths, either natural or artificial, and grave blankets, are allowed starting November 1st and shall be removed at the option of the Village Service Department.
2. All flags and decorations shall be well-maintained, shall be of good quality and repair, shall be of good taste, shall not contain profane, obscene or offensive content, and shall be consistent with the aesthetics of the Cemetery, as determined by the Cemetery Board in its sole and absolute discretion. The Cemetery Board and/or the Village Service Department may remove any flag or decoration that the Cemetery Board determines is not consistent

with the standards of this paragraph and/or any other flags or decorations at any time for any reason whatsoever.

3. Decorations removed by the Village Service Department (except those that are in violation of Section V(2), above, which shall be immediately disposed of or destroyed) will be held by the Village for 2 weeks by the tree next to the garage.
4. Any tree or shrub which a person wishes to place on any lot must be done with the approval of the Cemetery Board.
5. A permanent tree or shrub, once placed in the Cemetery, becomes the property of the Village and must not be removed, except by the Village Service Department.

SECTION VI – TRANSFERS

1. A charge of \$25 per lot will be made for transfer of the deed to any lot or part thereof or for a duplicate deed.
2. Transfers of lots or graves will be made only when the purchase price has been paid in full.
3. All transfers must be handled through the Village's Assistant Clerk-Treasurer.
4. All documents evidencing a transfer of a lot shall be signed by the transferor and notarized.
5. Lot holders desiring to return lots to the Village shall be allowed a refund of 75% of the amount the holder paid for the lot. If the original purchase price cannot be found by the Village, then the Village will buy back the lot for 75% of the then-current cost of such lots.
6. All transfers or returns of lots are subject to the approval of the Mayor of the Village.

SECTION VII – RULES SPECIFIC TO CREMAINS GARDENS

1. When in conflict with the balance of the Rules and Regulations concerning the Cemetery, the provisions of this Section shall prevail concerning access to, and use of, the Cremains Garden.
2. Only one cremains urn or container is permitted per lot in the Cremains Garden.
3. All internments of cremains shall in non-biodegradable urns or containers designed for such purpose.
4. No plants, flowers, shrubs or trees of any kind may be planted within the Cremains Garden, except those planted and maintained by the Village.
5. No person shall disturb the mulch or other landscaping within the Cremains Garden.

6. Any cut flowers placed on or near any marker may be removed by the Village Street Department after 1 week.
7. Potted plants or potted flowers placed on or near any marker may be removed by the Village Street Department when the same appear to no longer be alive.
8. Flags shall be placed only on wire stands or flat metal stands next to markers. No other decorations shall be permitted within the Cremains Garden.

DRAFT

RECORD OF ORDINANCES

Ordinance No. 2025-33

Passed _____, 20 25

SPONSOR: UTILITIES COMMITTEE

AN ORDINANCE AMENDING SECTION 50.04 OF THE CODIFIED ORDINANCES ENTITLED “STORAGE CONTAINERS FOR GARBAGE AND REFUSE”, AND DECLARING AN EMERGENCY.

WHEREAS, Section 50.04 of the Codified Ordinances of the Village, entitled “Storage Containers for Garbage and Refuse” provides certain regulations concerning the storing and keeping of garbage containers on properties in the Village; and

WHEREAS, this Council desires to amend Section 50.04 to clarify the regulations for the storage of garbage and recycling containers on residential property; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and it the best interest of the Village to amend Section 50.04 of the Codified Ordinances of the Village as set forth on Exhibit A.

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 50.04 of the Codified Ordinances of the Village 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 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 Mogadore and for the purpose of immediately clarifying where trash containers should be stored by residents on their property to ensure orderly, sightly and healthy storing of the same, 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.

RECORD OF ORDINANCES

Ordinance No. 2025-33

Passed _____, 2025

Michael Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

EXHIBIT A
Ordinance No. 2025-33

§ 50.04 STORAGE CONTAINERS FOR GARBAGE AND REFUSE.

(A) Each commercial operator shall place its garbage and refuse at the curb line, alley line or regular place of pick up and shall provide for itself and at its own expense, in the following manner:

(1) Sealed plastic bags, designed as refuse containers, with a thickness of at least 1.5 and a maximum capacity of 30 gallons or 50 pounds, and metal or plastic cans or barrels, with two handles and a tightly-fitting lid, as well as dumpsters approved by the village, are considered to be authorized containers for refuse and garbage.

(2) Cardboard boxes will be acceptable containers for bulky or loose materials other than garbage; however, the permit holder may refuse to accept such boxes if they are overloaded or become wet.

(3) The permit holder shall tag all containers which are unauthorized or unserviceable, which do not have serviceable handles for lifting and carrying, which have holes in the bottom, or which are otherwise not suitable for use. These tags shall advise the subscriber of the reason why the container may not be used.

(4) Each subscriber shall properly wrap, bag or bundle garbage before depositing it in collection containers.

(B) Each residential unit shall place its garbage and refuse at the curb line, alley line or regular place of pick up in the following manner:

(1) For those selecting full-service option with the village's contractor, the residential units shall unitize only those containers provided by the village contractor and each week may set out two additional cubic yards of garbage and rubbish in bags or up to six personal containers no larger than 33-gallons each. Bulky items larger than the two additional cubic yards shall be placed alongside the contractor provided containers.

(2) For those selecting the low volume service option with the village's contractor, the residential units shall unitize those bags provided by the village contractor.

(3) The village contractor shall tag all containers which are unauthorized or unserviceable, which do not have serviceable handles for lifting and carrying, which have holes in the bottom, or which are otherwise not suitable for use. These tags shall advise the subscriber of the reason why the container may not be used.

(4) The subscriber shall properly wrap, bag or bundle garbage before depositing it in collection containers.

(5) Recyclable items eligible for the curbside recycling program maintained by the village's recycling collection contract shall be placed at the curb line or alley line in such separate and distinctly marked containers as shall be provided by the village's contractor or as specified by the village's Director of Public Service.

(C) Additional items not fitting within the containers named above shall be collected by the village contractor and/or permit holder, as applicable, as follows:

(1) Bulk material (boards, fencing, paneling, carpeting, etc.) shall be in four-foot lengths and tied in 18 inch bundles, weighing not more than 50 pounds. For residential units, the pickup of these items is subject to the charge listed for this service in the village's contract.

(2) Large items (discarded furniture, Freon-free appliances, bicycles, etc.) shall be placed at the usual place of collection at the curb or alley line prior to the time of regular collection on the day of collection. Subscribers shall wrap upholstered furniture, mattresses and rolled carpet in plastic before pickup. For residential units, the pickup of these items is subject to the charge listed for this service in the village's contract.

(3) Yard waste (leaves, grass clippings, weeds, shrub trimmings and tree trimmings) shall be placed in yard waste containers or shall be in four-foot lengths and tied in 18 inch bundles, and weigh no more than 50 pounds. For residential units, the pickup of these items is not subject to any charge unless listed in the village's approved price list.

(4) Holiday trees and decorations shall be collected in one piece whenever placed at the point of collection by the resident. The pickup of these items is subject to the charge listed for this service in the village's contract, if any.

(5) Items containing Freon must be certified as having the gas removed, prior to being placed at the point of collection by the resident. The pickup of these items is subject to the charge listed for this service in the village's contract, if any.

(D) Each container placed at the curb or alley as designated above, and each other item set out for collection, shall be placed at the location no earlier than 6:00 p.m. of the day before collection and shall be removed from the required location no later than 9:00 p.m. after the collection has taken place.

(E) Unless when placed for pickup as provided in this Chapter, all containers for garbage, refuse and recycling shall be kept or stored behind the front building line of all residential units, which shall include any attached garage, provided that said containers may be stored in front of the front building line, including any attached garage, in the event they are stored on a hard surface (concrete, asphalt or paver blocks) within five (5) feet of the residential unit or attached garage. Any containers for garbage, refuse or recycling kept or stored in any side yard or rear yard shall be kept or stored within five (5) feet of the residential unit or attached garage to which they belong.

(F) No person, corporation, company, entity or firm shall charge any subscriber for the pick-up of any container for any reason, including should a trash hauler's permit be terminated. Each pick-

up fee or charge to any subscriber shall be subject to an administrative penalty of \$100. Each document issued or mailed to a subscriber asserting such charge shall constitute a separate violation. If a person, corporation, company, entity or firm fails, neglects or refuses to pay an administrative penalty within the time specified by the Director of Public Service, then the person, corporation, company, entity or firm in violation of this code shall, in addition to the administrative penalty, pay an interest rate equal to 5% per annum for the life of the administrative penalty and any reasonable attorney fees required in the enforcement and/or collection of such penalties. Except as otherwise provided, the Director of Public Service or his or her designee, shall be the enforcing officer of this section. The enforcing officer is hereby authorized to enforce, issue orders to prevent and stop violations, and administer the provisions of this section. The Director may be assisted by other personnel as necessary.

RECORD OF ORDINANCES

Resolution No. 2025-34

Passed _____, 2025

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AKRON TO PROVIDE PROSECUTORIAL SERVICES FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Akron ("City") has previously provided the Village with prosecutorial services relating to certain criminal and traffic cases before the Akron Municipal Court under a prior agreement and funding calculation; and

WHEREAS, the City has provided the Village with a new Intergovernmental Agreement for the provision of such services at new rates for a term beginning retroactively on January 1, 2025, through December 31, 2027, a copy of which is attached hereto as Exhibit A; 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 the Intergovernmental Agreement with the City for prosecutorial services for a term beginning retroactively on January 1, 2025 through December 31, 2027, at the new rates, as provided in the attached Exhibit A.

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

SECTION 1: The Mayor is hereby authorized and directed to enter into a Intergovernmental Agreement with the City of Akron to provide prosecutorial services to the Village for a term beginning retroactively on January 1, 2025, through December 31, 2027, at the new rates, in a form substantially similar to that attached hereto and incorporated herein as Exhibit A.

SECTION 2: All prior resolutions and ordinances that relate to or in any way conflict with this measure are hereby repealed and rescinded.

SECTION 3: That it is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in a duly noticed virtual, open meeting of this Council and that all deliberations which resulted in formal action were taken in meetings open to the public, in full compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

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 ensuring that prosecutorial services remain ongoing for any applicable criminal charges within the Village, 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. 2025-34

Passed _____, 2025

Michael Raddish, Council President Date

Michael Rick, Mayor Date

Attest:

Scott Varney, Clerk-Treasurer

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AKRON, OHIO
AND THE VILLAGE OF MOGADORE, OHIO**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made as of _____, 2025 (the “Effective Date”) between the City of Akron, Ohio (the “Akron”), a charter municipal corporation with a mailing address of 166 South High Street, Akron, Ohio 44308, by and through its Mayor, as authorized by Resolution No. 34-2025, and the Village of Mogadore, Ohio (the “Locality”), with a mailing address of 135 South Cleveland Road, Mogadore, Ohio 44260, by and through its Mayor, as authorized by Resolution No. 2025-34.

WITNESSETH:

WHEREAS, Akron has previously provided the Locality with prosecutorial services relating to certain criminal, and traffic cases before the Akron Municipal Court; and

WHEREAS, Akron is willing to continue to provide such services for the 2025 through 2027 calendar years subject to the terms and conditions described herein; and

WHEREAS, the Locality wishes to utilize said services in exchange for compensation paid to the Akron; and

NOW, THEREFORE, in consideration of the covenants and promises set forth below, the parties agree as follows:

Section 1. Term

The term of this Agreement shall begin retroactively on January 1, 2025, and conclude on December 31, 2027 (the “Term”). The parties can renew this Agreement for another term of three years upon mutual consent. The Agreement shall continue month to month unless explicitly renewed or terminated as described herein, or it is replaced by a properly executed additional written agreement. Akron or the Locality may terminate this Agreement upon 30 days written notification to the other party. In the event of termination, Akron shall be entitled to compensation as defined in Section 3(b) of this Agreement.

Section 2. Scope of Services

Akron shall provide the following services to the Locality (collectively the “Services”) by and through personnel employed Akron’s Department of Law:

- a. Akron shall undertake to prosecute all cases coming before the Akron Municipal Court, Criminal Division arising out of alleged violations of traffic and criminal ordinances of the Locality or traffic and criminal statutes of the State of Ohio, which occur within the geographic limits of the Locality. This prosecution shall also include all direct-indictment cases prosecuted on behalf of the Locality.

- b. Akron shall consult with, advise, and train the officers of the Locality, when necessary, concerning the enforcement, within the geographic limits of the Locality, of the traffic and criminal ordinances of the Locality and the traffic and criminal statutes of the State of Ohio.
- c. Akron shall consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio alleged to have occurred within the geographic limits of the Locality, and will assist such citizens, when necessary, in the preparation and filing of affidavits charging such offenses.
- d. Akron shall provide via third-party providers: indigent criminal defense, victim assistance, and other services related to the cases that it prosecutes on behalf of the Locality.
- e. Akron shall represent the Ohio Bureau of Motor Vehicles (the "Bureau") in all cases coming before the Akron Municipal Court, arising out of the appeal procedure of R.C. 4511.197 and in which the legal representative of the Locality would have a duty to represent the Bureau.
- f. It is mutually understood and agreed that Akron's responsibilities under this Agreement shall be limited to the Services listed in this section and specifically that Akron shall not be required to engage in any investigations as part of these Services.

Section 3. Compensation

- a. The Locality, in consideration for the Services, agrees to pay to Akron the cost of the Services, which shall be a flat rate determined using the percentage of cases performed during the 2020-2024 years multiplied by Akron's budget for those years (the "Payment"). The Payment for 2025 is \$10,000.00, which shall be increased by 5% per year during the Term. The initial Payment is due within 30-days of execution and additional payments will be due and payable annually on January 1 of each year.
- b. If this Agreement is terminated pursuant to Section 1, the compensation due to Akron shall be the pro-rata amount of the total annual compensation through the date of the termination of the Services and the Locality shall either pay to Akron or be entitled to a refund from Akron in the event of such termination.
- c. The Locality agrees and acknowledges that Akron provided the Services for the 2021 through 2024 calendar years, under a prior agreement and funding calculation, and that the Locality has not yet fully reimbursed Akron for those Services. The Locality made an estimated payment of \$30,682.52 for the 2019 through 2021 term of the original agreement, and the credit due is reflected on an invoice sent under separate cover in the amount of (\$2,253.03). The Parties further agree that the payments owed for 2022, 2023, and 2024 are still due and owing from the Locality to Akron, in the amount of \$47,646.00 and that the Parties have arranged for payment to be made in annual payments of \$15,130.99 (the "Payment Plan"). The Locality further agrees

and acknowledges that a default of the Payment Plan shall constitute an event of default of this Agreement and that Akron may cease, suspend, and/or terminate all Services until such time that said default has been cured

Section 4. Compliance with Laws

The Locality shall comply with all applicable federal, state, and local laws.

Section 5. Delay

The Provider agrees that it will make no claim or charge for delays or hindrances from any cause.

Section 6. Waiver of Claims

The Locality agrees to release and defend Akron and all Akron employees from any and all claims, liabilities, losses, or damages arising out of any acts or omissions occurring as part of the Services for the Locality or otherwise arising under this Agreement. Additionally, the Locality shall waive any such claims, liabilities, losses, or damages it may have against Akron arising out of any acts or omissions occurring as part of the Services for the Locality or otherwise under this Agreement. Nothing in this Agreement shall be construed as either waiver by either party of any defenses or immunities under R.C. 2744.

Section 7. Default

Failure of the Locality to timely pay submitted invoices by Akron shall constitute an event of default. Additionally, the Locality's failure to make any payment pursuant to the Payment Plan shall also constitute an event of default. Upon an event of default, the party in default shall be notified and shall have ten (10) days to cure the default. Upon continuing, uncured default of any provision of this Agreement either party may exercise any administrative, contractual, or legal remedies available without limitation, including but not limited to suspension or termination of the Services.

Section 8. Independent Contractor/Entity

Akron is an independent entity and not an agent or employee of the Locality and neither party shall make any representations to the contrary. Nothing in this Agreement is intended to create a joint venture or anything other than an independent contractor relationship between Akron and the Locality.

Section 9. Miscellaneous

- a. Integration. This Agreement represents the entire and integrated agreement between the Parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this Agreement.

- b. Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the Parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This Agreement may be amended to achieve additional goals of Akron and the Locality with the written consent of the Parties.
- c. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, except where, in the discretion of the Akron Director of Law, a conflict exists that necessitates the appointment of separate, independent counsel. Subject to such consent, Agreement shall be binding upon and for the benefit of the Parties hereto, their successors and assigns.
- d. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Agreement were taken and that the person executing this Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
- e. Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
- f. Force Majeure. No party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment as would be lawfully required, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The Parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.
- g. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.
- h. Notices. Every notice and demand required under the terms of this Agreement shall be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address first set forth above. All notices are effective upon actual receipt. A party may change its address by giving written notice to the other party in accordance with this Section.
- i. Records. Both Parties acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act or other applicable law, and agree to make such records available to the other party, upon request, and to

cooperate in responding to any public record request for records related to this Agreement.

- j. Governing Law. This Agreement is governed by the laws of the State of Ohio. All disputes arising under this Agreement must be litigated in the Akron Municipal Court or Summit County Court of Common Pleas and the Parties agree to submit to the exclusive jurisdiction of those courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

VILLAGE OF MOGADORE

CITY OF AKRON, OHIO

Michael Rick, Mayor

Shammas Malik, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

APPROVED AS TO FORM
AND CORRECTNESS:

Jason Dodson, Director of Law

Deborah S. Matz, Director of Law

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RECORD OF ORDINANCES

Resolution No. 2025-35

Passed _____, 2025

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING AND DIRECTING THE CLERK-TREASURER TO ADVERTISE FOR BIDS FOR AN INCIDENT COMMAND TRAILER FOR THE MOGADORE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, Section 14.03 of the Village's Charter provides that all contracts exceeding one-half (1/2) of the statutory threshold of \$75,000.00 shall be undertaken by advertising for and accepting sealed bids; and

WHEREAS, the Police Chief has recommended that the Village acquire an incident command center using grant funds obtained for that purpose; and

WHEREAS, the Police Chief has prepared plans and specifications for the incident command trailer, and estimates that the cost of the same will exceed the threshold set forth in Section 14.03 of the Village's Charter and therefore will require competitive bidding; 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 and direct the Clerk-Treasurer to advertise for bids for the incident command trailer for the Mogadore Police Department.

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

SECTION 1: It is hereby determined necessary that the Village enter into a contract to purchase an incident command trailer for the Mogadore Police Department in accordance with the plans and specifications prepared by the Police Chief.

SECTION 2: The Clerk-Treasurer of the Village is hereby authorized and directed to advertise for bids for the aforementioned incident command center in accordance with the plans and specifications on file in the Office of the Clerk-Treasurer. A report of the responses shall be provided to Council. The Police Chief shall assist as necessary.

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.

RECORD OF ORDINANCES

Resolution No. 2025-35

Passed _____, 20 25

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 proceeding with the aforementioned competitive bidding as expeditiously as possible so that the incident command center can be timely acquired with the use of the aforementioned grant funds, 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