

Village of Mogadore

135 South Cleveland Avenue
Mogadore, OH 44260

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

Web Site: www.mogadorevillage.org

COUNCIL MEETING AGENDA

Wednesday, June 03, 2026 @ 5:30 p.m.

1. Moment of Reflection – Ms. Van Dike
2. Pledge to the flag
3. Roll Call
4. Swearing in of Sergeant Johnnie Slayton
5. Approval of the Agenda
6. Minutes from May 20, 2026, council meeting presented for changes, corrections, and adoption
7. Comments from the Audience on the pending legislation
8. Committee Reports
9. Old Business

10. New Business -

Ordinance 2026-32 – Mr. Yoho – Sponsor: Safety Committee

AN ORDINANCE ADOPTING SECTION 118.04 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF MOGADORE, ENTITLED “REGISTRATION OF NON-RESIDENTIAL ALARM SYSTEMS”, AND DECLARING AN EMERGENCY.

Resolution 2026-33 – Mr. Yoho – Sponsor: Safety Committee

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF EDUCATION OF THE MOGADORE LOCAL SCHOOLS TO PROVIDE FOR A SCHOOL RESOURCE OFFICER FOR THE MOGADORE LOCAL SCHOOLS FOR THE TERM JUNE 1, 2026 TO MAY 31, 2027, AND DECLARING AN EMERGENCY.

11. Comments

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

12. Adjournment

RECORD OF ORDINANCES

Ordinance No. 2026-32

Passed _____, 20____

SPONSOR: SAFETY

AN ORDINANCE ADOPTING SECTION 118.04 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF MOGADORE, ENTITLED “REGISTRATION OF NON-RESIDENTIAL ALARM SYSTEMS,” AND DECLARING AN EMERGENCY.

WHEREAS, Chapter 118 of the Codified Ordinances of the Village of Mogadore governs alarm systems and false alarms within the Village; and

WHEREAS, the practice of the Police Department is to obtain certain information about the alarm systems and emergency contact information for new businesses operating within the Village; and

WHEREAS, the Mayor, as the Safety Director, has recommended that such businesses operating within the Village be required by ordinance to provide the Police Department with certain information about their alarm systems and emergency contact information in the event an alarm is triggered; and

WHEREAS, the Mayor has recommended that Council adopt Section 118.04 of the Codified Ordinances of the Village, entitled “Registration of Non-Residential Alarm Systems,” to require businesses to provide the Police Department with certain information about their alarm systems and emergency contact information in the event an alarm is triggered; 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 118.04 of the Codified Ordinances of the Village, entitled “Registration of Non-Residential Alarm Systems,” 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 118.04 of the Codified Ordinances of the Village, entitled “Registration of Non-Residential Alarm Systems,” 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.

EXHIBIT A

118.04 REGISTRATION OF NON-RESIDENTIAL ALARM SYSTEMS

(A) Registration Required. Every alarm user operating an alarm system on or within any non-residential premises in the Village shall register such system with the Mogadore Police Department.

(B) Required Information. The registration shall be made on a form prescribed by the Mogadore Police Department and shall include, at a minimum, the following information:

- (1) The name, address, and telephone number of the alarm user;
- (2) The address of the premises where the alarm system is installed;
- (3) The type and nature of the alarm system, including whether the system is monitored and the name and contact information of any monitoring service;
- (4) The classification of the alarm (e.g., burglary, fire, medical, panic);
- (5) The names and telephone numbers of at least two persons who are authorized and able to respond to the premises at any time, and who are capable of providing access and securing the premises; and
- (6) Such other information as the Police Department may reasonably require for emergency response purposes.

(C) Updates. It shall be the responsibility of the alarm user to ensure that all registration information remains accurate and current at all times. The alarm user shall notify the Mogadore Police Department of any material change in the information required by this section within ten (10) days of such change.

(D) Failure to Register. No alarm user shall operate or permit the operation of a non-residential alarm system without complying with the registration requirements of this section.

(E) Violation. Any person who violates this section shall be deemed to be in violation of Section 110.99 of the Codified Ordinances of the Village of Mogadore, and subject to the penalty prescribed therein.

RECORD OF ORDINANCES

Resolution No. 2026-33

Passed _____, 20____

SPONSOR: SAFETY

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF EDUCATION OF THE MOGADORE LOCAL SCHOOLS TO PROVIDE FOR A SCHOOL RESOURCE OFFICER FOR THE MOGADORE LOCAL SCHOOLS FOR THE TERM JUNE 1, 2026 TO MAY 31, 2027, AND DECLARING AN EMERGENCY.

WHEREAS, the Village was previously awarded a grant in the amount of \$125,000 from the State of Ohio for a period of three (3) years to hire one (1) new law enforcement officer, which was funded by a grant from U.S. Department of Justice Office of Community Oriented Policing Services (“COPS”) Hiring Program; and

WHEREAS, using said grant funds, the Village hired a new law enforcement officer and concurrently appointed a member of the Village Police Department to serve as a school resource officer (“SRO”) for schools within the Mogadore Local School District (“District”); and

WHEREAS, the previously awarded grant funding through the COPS Hiring Program has been fully utilized by the Village, but both the Village and the District desire to continue utilizing a member of the Village Police Department as an SRO for schools within the District; and

WHEREAS, the Village and District desire to enter into a Memorandum of Understanding (“MOU”), in the form attached hereto as Exhibit A and incorporated herein by reference, to set forth the material terms of the continuation of the SRO program for the safety and security of students and staff within the District, and to further provide for the Village and District’s respective financial contributions toward the compensation of the SRO.

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 MOU with the District for the continuation of the SRO program and to further provide for the Village’s and District’s respective financial contributions toward the compensation of the SRO.

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 authorizes the Mayor to execute the MOU with the District for the continuation of the SRO program and to further provide for the Village’s and District’s respective financial contributions toward the compensation of the SRO.

RECORD OF ORDINANCES

Reolution No. 2026-33

Passed _____, 20____

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 enabling the Mayor to execute the MOU so that the SRO program may be continued in a timely manner given that the COPS funding has expired as of May 2026, 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of the date of the last signature below by and between the Village of Mogadore (“Village”), for and on behalf of the Mogadore Police Department (“Village Police Department”), with a principal address of 135 S. Cleveland Ave., Mogadore, Ohio 44260, and the Mogadore Local School District Board of Education (“District”), with a principal address of 1 S. Cleveland Ave., Mogadore, Ohio 44260.

WHEREAS, the Village was previously awarded a grant in the amount of \$125,000 from the State of Ohio for a period of three (3) years to hire one (1) new law enforcement officer, which was funded by a grant from U.S. Department of Justice Office of Community Oriented Policing Services (“COPS”) Hiring Program; and

WHEREAS, using said grant funds, the Village hired a new law enforcement officer and concurrently appointed a member of the Village Police Department to serve as a school resource officer (“SRO”) for schools within the District; and

WHEREAS, the previously awarded grant funding through the COPS Hiring Program has been fully utilized by the Village, but both the Village and the District desire to continue utilizing a member of the Village Police Department as an SRO for schools within the District; and

WHEREAS, the parties desire to enter into this MOU to set forth the material terms of the collaboration between the parties for the purpose of continuing the SRO for the safety and security of students and staff within the District, and to further provide for each party’s financial contributions toward the compensation of the SRO.

NOW, THEREFORE, the parties hereby enter into this MOU to set forth their mutual understandings as follows:

1. Role of the SRO.

- a. The SRO will work collaboratively with school personnel to create a safe and secure learning environment.
- b. The mission of the SRO program is to improve school safety and the educational climate at the schools, not to enforce discipline.
- c. The SRO will engage in activities such as handling requests for calls for service in and around the schools; conducting comprehensive safety and security assessments; developing and implementing safety plans or strategies; integrating appropriate security equipment/technology solutions; responding to unauthorized persons on school property; developing emergency management and incident response systems based on the National Incident Management System (NIMS) and the four phases of emergency.
- d. The SRO shall serve as a positive role model, mentor, and resource for students and shall maintain a visible presence within the school community to foster positive relationships with students and staff.
- e. The Chief of Police of the Village (“Chief”), with input from the Superintendent of the District (“Superintendent”) and the principals of O.H. Somers Elementary and the

Mogadore Junior/Senior High School principals (“Principals”), shall determine the deployment of the SRO and shall conduct the performance review of the SRO.

- f. The SRO shall be integrated into the District through participation in faculty and student meetings and assemblies as appropriate and approved by the Superintendent .
- g. The SRO shall submit a monthly activity report to the Chief, Superintendent, and Principals. The report shall include descriptions of all incidents or calls for service; names of students and/or staff involved; student searches; arrests; citations and/or summons issued; and other referrals to the juvenile justice system.
- h. Absent a real and immediate threat to student, teacher, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, the Superintendent, in concert with the building principals, shall have final authority in the building.
- i. The SRO is responsible for criminal law issues, not school discipline issues.
- j. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including disorderly conduct, profanity, and fighting that does not involve physical injury or a weapon shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention.
- k. Principals and the Superintendent shall be consulted prior to an arrest of a student when practicable.
- l. The student's parents or guardian shall be notified of his or her arrest as soon as practicable.

2. Role of the Village Police Department

- a. The Village Police Department shall provide a trained and certified SRO to be assigned to the District, consistent with the terms of any collective bargaining agreement governing the employment of the SRO.
- b. The Village Police Department, through the Chief and SRO, shall collaborate with District administrators and staff to address safety concerns and develop emergency response plans.
- c. The Village Police Department, through the Chief and the SRO, shall conduct regular security assessments and provide recommendations for improvements to enhance District safety.
- d. The Village Police Department, through the Chief and the SRO, shall ensure cooperation and work in partnership with the District to develop and implement educational programs related to safety, substance abuse, and crime prevention.

3. Role of the District

- a. The District shall collaborate with the Village Police Department to establish the responsibilities of the SRO within the school setting.

- b. The District shall provide a secure work space for the SRO to conduct any interviews and subsequent actions related to crime or criminal activity at the District.
- c. The District shall provide necessary resources and support for the SRO to fulfill their duties effectively.
- d. The District shall immediately inform the SRO of any specific safety concerns, known threats, or relevant information related to the District.
- e. The District shall ensure cooperation and work in partnership with the Village Police Department to develop and implement educational programs related to safety, substance abuse, and crime prevention.

4. Student Rights

- a. Absent a real and immediate threat to student, teacher, or public safety, an SRO may participate in a search of the student's person, possessions, or locker only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense.
- b. The SRO shall inform school administrators prior to conducting a probable cause search when practicable.
- c. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
- d. Absent a real and immediate threat to student, teacher, or public safety, an SRO may participate in the questioning of a student about conduct that could result in criminal charges in a manner that is consistent with the Village Police Department's Juvenile Interaction, Arrest and Youth Diversion Policy, which will be provided to the District by the Village upon the execution of this MOU and as the same is amended from time to time.
- e. Strip searches of students by SROs are prohibited.
- f. Absent a real and immediate threat to student, teacher, or public safety, other physically invasive searches by an SRO shall not be conducted on a student.
- g. Absent a real and immediate threat to student, teacher, or public safety, an SRO shall not use physical force or restraints on a student, provided that, in the event of an arrest, the SRO may utilize handcuffs or such similar and customary restraints.

5. Transparency and Accountability

- a. The Village Police Department will maintain annual data documenting the following:
 - i. Number of criminal arrests on school grounds, broken down by school, offense, arrestee's age, race, sex, and disposition.
 - ii. Number of reportable criminal offenses broken down by the FBI Uniform Crime Reporting classifications.
 - iii. Policies governing the SRO program.

- iv. Budget information for the SRO program.
- v. Training materials for the SROs.

- vi. Number and types of complaints filed on the SRO.

6. SRO Training

- a. The SRO is required to complete the Ohio School Resource Officer Association basic training class or its equivalent.
- b. The SRO is required to attend all mandated Village Police Department trainings, i.e., firearms requalification, first-aid/CPR, legal updates.
- c. The SRO is required to attend the annual Ohio Association of Chiefs of Police School Safety conference.
- d. The SRO is required to attend all trainings mandated by the District for school staff regarding school safety and discipline.

7. SRO Duty Hours

- a. The hours of work for the SRO for all days that the District is in session for students shall be 0700-1500 M-F. For all days that the District is not in session for students, the SRO shall work 1000-1800 M-F.
- b. The SRO shall be stationed at the Mogadore Junior/Senior High School and/or the O.H. Somers Elementary School on all days that the District is in session for students, unless an emergency otherwise requires. On days when the District is not in session for students, and in times of emergency (which includes the covering of excess vacancies) as determined by the Chief, then the SRO shall be assigned to perform the duties of a Patrolman during that shift and he/she shall not be assigned to the District.
- c. In the event that an entire day of school is cancelled by the District for snow, calamity or other purpose, then the SRO shall work the same shift as though the District is in session, but shall be assigned to perform the duties of a Patrolman during that shift and he/she shall not be assigned to the District. In the event the District postpones the beginning of the school day, or sends the students home early, for any reason, the SRO shall work the same shift as though the District is in session for the entire day and the SRO shall remain stationed at the Mogadore Junior/Senior High School and/or the O.H. Somers Elementary School, performing the duties of the SRO.
- d. The SRO shall incur and be paid overtime as provided by the collective bargaining agreement governing the SRO position.

- e. Hours spent by SROs attending Juvenile Court arising out of criminal cases from their employment as an SRO shall be counted toward work week.
- f. The SRO shall notify the Village Police Department, Superintendent, and building principals when reporting off due to illness, family emergency, or jury duty.
- g. The Chief may order the SRO to leave the school assignment in the event of an emergency. A reasonable effort will be made in notifying the Superintendent of such change in assignment.

8. Chain of Command and Supervision

- a. The SRO shall report to their designated supervisor within the Village Police Department. The SRO shall follow the chain of command as set forth in the policies of the Village Police Department. SROs shall coordinate and communicate with the District administration on a daily basis.
- b. In the event of a conflict between District policies and Village Police Department policies and procedures, the parties agree to work cooperatively to find a resolution that prioritizes the safety and well-being of students and staff of the District.

9. Uniforms, Equipment and Vehicle

- a. The SRO will be guided by the Village Police Department policies as it relates to uniforms, appearance and equipment. The SRO is expected to wear the uniform of the day as prescribed.
- b. The SRO shall utilize a marked Village Police Department cruiser during his tour of duty. The SRO may also be equipped with a special vehicle by the District equipped with communication to the police department.

10. Access to Educational Records and Information Sharing

- a. The SRO will be guided by FERPA and the District's policies on educational records and confidential information.
- b. Both parties agree to share relevant information related to the safety and security of the District, while respecting all applicable privacy laws and regulations.

11. School Resource Officer Selection

- a. The selection and appointment of an SRO shall be made by the Chief according to Village Police Department hiring and/or appointment process.

12. Compensation of SRO

- a. At all times during the term of this MOU, the SRP shall be an employee of record of the Village and shall receive the same compensation, inclusive of pay and other benefits, as all other similarly situated employees of the Village, subject at all times to any applicable collective bargaining agreement.

- b. The Village shall be responsible for paying and maintaining all compensation of the SRO during the term of this MOU.
- c. The District shall reimburse the Village for the compensation, inclusive of pay and other benefits, of the SRO for the full calendar months of September 1, 2026 to May 31, 2026. The Village shall not receive reimbursement for compensation from the District for the calendar months of June 1, 2026 to August 31, 2026. For the months where the District is to reimburse the Village, the Village shall prepare and submit to the District a monthly invoice for the full amount to be reimbursed by the District after the conclusion of each month, and the District shall pay the same to the Village within thirty (30) days of receipt. Failure to provide an invoice timely shall not be deemed a waiver of payment by the Village. The responsibility for payment or reimbursement of compensation for any given month shall have no effect on the SRO duty hours or assignment location as provided for in Section 7 of this MOU.

13. Prior Agreements

- a. This MOU supersedes and replaces any and all previous agreements between the parties. This MOU and the attachments hereto constitute the entire agreement between the parties concerning the subject matter hereof. All prior agreements, discussions, representations and covenants are merged herein. There are no representations, covenants, or agreements, expressed or implied, between the parties except those expressly set forth in this MOU. Any amendments or modifications of this MOU shall be in writing and executed by the parties.

14. Duration of MOU

- a. This MOU shall become effective as of June 1, 2026 and will terminate on May 31, 2027, unless extended by the parties, in writing.
- b. A signatory may terminate the MOU by serving written notice to all other signatories at least thirty (30) days in advance of such termination. A termination by a signatory shall eliminate the presence of the SRO at the District.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

The parties to this MOU hereby enter into the same upon the date last written below.

VILLAGE OF MOGADORE POLICE
DEPARTMENT

MOGADORE LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

Michael A. Rick, Mayor

John Knapp, Superintendent

Date

Date

Approved as to form and correctness:

Jason Dodson, Law Director