

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, October 07, 2026 @ 5:30 p.m.

1. Moment of Reflection – Mr. Raddish
2. Pledge to the flag
3. Roll Call
4. Approval of the Agenda
5. Minutes from September 16, 2026, council meeting presented for changes, corrections, and adoption
6. Comments from the Audience on the pending legislation
7. Committee Reports
8. Old Business
9. New Business -

Resolution 2026-57 – Mr. Tonsic – Sponsor: Streets Committee

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF SUMMIT TO SHARE IN THE COST OF RESURFACING ALBRECHT ROAD, AND DECLARING AN EMERGENCY.

Ordinance 2026-58 – Ms. Miller – Sponsor: Planning & Zoning Committee

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE FROM AN R-1 ZONING DISTRICT DESIGNATION TO A P-1 ZONING DISTRICT DESIGNATION.

Ordinance 2026-59 – Ms. Van Dike – Sponsor: Finance Committee

AN ORDINANCE AMENDING SECTION 10 OF THE VILLAGE OF MOGADORE PERSONNEL POLICY REGARDING BEREAVEMENT LEAVE, REQUIRING REGISTRATION OF DOMESTIC PARTNERSHIPS FOR ELIGIBILITY, PROVIDING FOR RETROACTIVE APPLICATION TO SEPTEMBER 1, 2026, AND DECLARING AN EMERGENCY.

Resolution 2026-60 – Mr. Yoho – Sponsor: Mayor Rick

A RESOLUTION CREATING THE POSITION OF FULL-TIME ASSISTANT CHIEF OF POLICE FOR THE VILLAGE, ESTABLISHING COMPENSATION FOR SUCH POSITION, AND DECLARING AN EMERGENCY.

Resolution 2026-61 – Ms. Van Dike – Sponsor: Finance Committee

A RESOLUTION AUTHORIZING THE ADVANCE OF FUNDS FROM THE GENERAL FUND TO THE WATER/SEWER MAIN PROJECT FUND, AND DECLARING AN EMERGENCY.

Resolution 2026-62 – Mr. McDowall – Sponsor: Parks & Recreation Committee

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE MOGADORE YOUTH BASEBALL AND SOFTBALL ASSOCIATION FOR THE LEASE OF A FIELD GROOMER, WITH AN OPTION TO PURCHASE, AND DECLARING AN EMERGENCY.

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

RECORD OF ORDINANCES

Resolution No. 2026-57

Passed _____, 20____

SPONSOR: STREETS COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF SUMMIT TO SHARE IN THE COST OF RESURFACING ALBRECHT ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, the County of Summit ("County") has provided the Village with an Intergovernmental Agreement to share in the cost of resurfacing Albrecht Road, as set forth in the attached 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 County for the Village's share of the cost of resurfacing Albrecht Road, 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 County of Summit to share in the cost of resurfacing Albrecht Road, according to the terms set forth in the Intergovernmental Agreement, attached hereto and incorporated herein as Exhibit A.

SECTION 2: 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 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 ensuring that the resurfacing of Albrecht Road proceeds in a timely manner, 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. 2026-57

Passed _____, 20____

President of Council
Date

Mayor _____
Date _____

Attest:

Clerk-Treasurer

COOPERATIVE AGREEMENT
between
COUNTY OF SUMMIT, OHIO
and
THE VILLAGE OF MOGADORE, OHIO,
CONCERNING
ALBRECHT RD ROAD RESURFACING

THIS COOPERATIVE AGREEMENT ("Agreement") is made as of the date of signature by the Summit County Executive, below, by and between the County of Summit, Ohio (the "County"), an Ohio charter county with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308, acting for the Summit County Engineer, by the Summit County Executive, and the Village of Mogadore (Village), an Ohio municipal corporation with its principal place of business at 135 S. Cleveland Ave, Mogadore, Ohio 44260.

WITNESSETH:

WHEREAS, Albrecht Road (a.k.a. County Highway 44) extends from the Akron Corporation Limits, near Stull Ave., to Portage Line Rd (at the County border) and passes through both Springfield Township and the Village; and

WHEREAS, the County has secured federal Surface Transportation Block Grant funds of \$700,000.00 and Toll Revenue Credit of \$87,500 for the resurfacing of the portion of Albrecht Road from the Akron Corporation Limits to Portage Line Rd,

WHEREAS, the Project is approximately 1.70 miles long. 12% of the paved surface is in the Village and 88% of the paved surface is in Springfield Township,

WHEREAS, the Project will positively impact traffic in both communities; and,

WHEREAS, the Project is targeted to be awarded in December 2026; and,

WHEREAS, this Agreement was authorized by County Council by the adoption of County Council **Resolution No. 20**__ -_____; and

WHEREAS, this Agreement was authorized by the Village of Mogadore by the adoption of **Resolution No.** _____; and

WHEREAS, it is necessary for the parties to execute this Cooperative Agreement to set forth the rights and duties of the parties concerning the design and construction of the Project.

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

1. **Scope of Work of the Project and Responsibilities of the County.** The County shall undertake the Project pursuant to the Scope of Work set forth below and shall be responsible for completion of the design and construction of the Project.

- a. **Scope of Work** –The Scope of Work of the Project shall be the resurfacing of the portion of Albrecht Road from the Akron Corporation Limits to the west side of Portage Line Road and include the construction of four (4) foot wide paved shoulders where practical and include the placement of pavement markings.
- b. **County Responsibilities.** The County shall administer the Project, which shall include (i) prepare detailed drawings of the Project, including the necessary plan sheets, specifications and quantities to be used in a construction bid packet (ii) reviewing and approving the Project design, (iii) advertising for bid, awarding and executing a construction contract for the Project with the lowest responsive and responsible construction contractor, (iv) supervising and inspecting the construction and testing phases of the Project, and (v) reviewing and approving any change orders that may arise.

The County shall be responsible for the engineering design of the Project. The design, plans and engineer's opinion of construction cost have been completed by the County's staff.

The estimated construction cost, including construction engineering is \$1,130,000. The County has secured \$700,000 of funding from the Federal Highway Administration's Surface Transportation Block Grant (STBG) and \$87,500 of funding from the Toll Revenue Credit Program. Total funding received for the project is \$787,500. The STBG funds and Toll Revenue Credit funds shall only be used for the construction, construction inspection and testing phases of the project. The Toll Revenue Credits will be awarded contingent upon the local agencies completing the design phase, advertising for contractors, opening bids and awarding the construction contract prior to the ODOT/AMATS commitment dates.

The \$700,000 STBG grant requires a 20% (\$175,000) matching component from local agencies. One half (\$87,500) of the required matching component will be funded by the Toll Revenue Credits Program, reducing the local match to \$87,500. Construction costs in excess of the STBG funding, Toll Revenue Credit, and local match are paid by 100% local funding as follows:

Construction Cost	\$1,130,000
STBG	-\$700,000
Toll Revenue	-\$87,500
Local Match 10%	-\$87,500

100% Local Funding \$255,000

Eighty-Eight percent (88%) of the project is located within Springfield Township and Twelve percent (12%) is located within the Village of Mogadore. If the project is not completed by the commitment dates, the Toll Revenue Funds (\$87,500) will be forfeited and added to the local cost. The funding and local cost will be split 88/12 as shown in Table 1. The Toll Revenue Funds will be applied only if the commitment dates are met. An additional 10% contingency for construction is added to the cost

All Lump Sum Items will be split 90% federal 1.2% Village and 8.8% County until the federal funds run out then the costs will be split 88% County and 12% Village. Once the federal funds have been expended, all specialty items requested by The Village will be paid for by the Village at 100%.

The County may utilize its motor vehicle gas tax funds to pay for design and construction of the Project.

Copies of all invoices and progress reports will be forwarded to the Village for their files.

Village of Mogadore Responsibilities. The Village will pay 12% of the STBG Match (\$10,500) plus 100% of all local construction cost in the Village.

Prior to advertising for construction bids, the Village shall deposit 12% of the difference between the Official Engineer's estimate and the federal Surface Transportation Block Grant, not including Toll Revenue, with the County. These funds will be utilized as described for the construction, inspection and testing activities of the project. Any cost overruns involving LUMP items shall be paid for as noted above (88/12), any cost overruns or change orders that are located in the Village shall be entirely paid for by the Village of Mogadore.

TABLE 1			
Construction & Construction Engineering	SCE 88%	Village 12%	Total
STBG Funding	\$616,000	\$84,000	\$700,000
Toll Revenue Funding (to be applied after bidding)	\$77,000	\$10,500	\$87,500
Total Funding-Construction	\$693,000	\$94,500	\$787,500
STBG Match 10% (local funds)	\$77,000	\$10,500	\$87,500
Local Funds 100%	\$224,400	\$30,600	\$255,000
Total Local Cost Construction	\$301,400	\$41,100	\$342,500
Total Construction Cost	\$994,400	\$135,600	\$1,130,000
10% Contingency Construction	\$99,440	**\$13,560	\$113,000
Total Construction Cost Without Toll Revenue Funds ***	\$378,400	*\$51,600	

All cost except STBG Funding and Toll Revenue Funding are approximate.

*Funds to be deposited by Village of Mogadore

**Additional Funds to be budgeted by Mogadore

***The local funding required for construction if Toll Revenue Funding is lost for any reason

If at any time during the project there is either an anticipated or actual cost overrun that depletes or threatens to deplete the above noted Village deposit, or if a change order occurs that is in excess of the Village deposited amount, the Village will deposit sufficient funds to permit the contractor to complete the project.

If at the completion of the project, there are any unspent funds and Toll Revenue Credit from the deposit by the Village, the unspent funds will be refunded to the Village.

The Village will review all submittals provided by the County and provide any comments to the County Project Manager.

The Village agrees to budget an additional 10% contingency amount for construction as shown in Table 1. All requests by the County for funds from the Village in excess of the contingencies shall require, and is subject to, prior receipt of separate authorization from Village Council prior to disbursement.

2. Dispute Resolution

In the event a dispute arises regarding this Cooperative Agreement, notification of

such dispute shall be sent to all other parties to this Agreement within 30 days of discovery of such dispute.

In such notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the representatives for each party shall review the facts and circumstances surrounding the dispute for the purpose of resolution. The parties will use their best efforts to resolve said dispute within a reasonable period of time. If the dispute cannot be resolved, the parties agree to utilize a private mediator to assist in resolving the dispute, with each party paying one-half of the cost of such mediator. If mediation is unsuccessful, the parties may resort to their legal remedies.

3. Inspections

The County shall be responsible for the inspections of all work performed during construction of the Project.

4. Term

This Agreement becomes effective upon signature by the parties and will expire upon completion and acceptance of the Project including the payment of the final invoice for construction.

5. Miscellaneous Provisions

- a. **Relationship of Parties.** The parties agree that at no time shall the relationship between the parties under this Cooperative Agreement be construed, held out or considered a joint venture or principal-agent.
- b. **Non-Discrimination.** The parties agree that in the hiring of employees for the performance of their duties under this Cooperative Agreement, the parties or their subcontractors, or any person acting on the behalf of the parties or their subcontractors, shall not discriminate by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

The parties certify that they do not maintain, and they will not permit their employees from performing services at any segregated facilities. The parties agree to comply with all applicable federal, state and local laws, orders, rules, and regulations, as amended, regarding discrimination.

- c. **Equal Opportunity Employer.** The parties expressly represent that they are Equal Employment Opportunity employers as defined in and are in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.
- d. **Integration.** This Cooperative Agreement represents the entire and integrated agreement between the parties. This Cooperative Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Cooperative Agreement.
- e. **Amendment and Waiver.** This Cooperative 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 Cooperative Agreement may be amended to achieve additional goals of the parties with the written consent of the parties.
- f. **Assignment.** No party shall assign its rights or delegate its duties under this Cooperative Agreement without the prior written consent of the other parties. Subject to such consent, this Cooperative Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
- g. **Capacity to Execute.** Each party hereby certifies that all actions necessary to execute this Cooperative Agreement were taken and that the person executing this Cooperative Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
- h. **Review by Legal Counsel.** Each party has had the opportunity to review this Cooperative Agreement with the assistance of legal counsel. Accordingly, the parties agree that the rule of construction that any ambiguity in this Cooperative Agreement is to be construed against the drafting party is not applicable.
- i. **No Authority to Bind.** No party has the power or authority to bind the other party to contracts or other obligations, except as provided herein.
- j. **Severability.** If any provision of this Cooperative Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Cooperative Agreement shall continue in full force and effect.
- k. **Force Majeure.** No party shall be considered in default in the performance of any obligation hereunder, except the obligation to make payment, 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 shall take all reasonable action to minimize the effects of any such event, occurrence or condition.

- l. **Reservation of Rights.** A delay or failure in enforcing any right or remedy afforded hereunder or by law shall 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 Cooperative Agreement, whether of a like or different character.
- m. **Notices.** Every notice and demand required under the terms of this Cooperative 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 as shown below. All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Section.

Notices to the County

County of Summit
County Executive - Department of Law
175 S. Main Street
Akron, Ohio 44308

With additional notice to:

Summit County Engineer
538 East South Street
Akron, Ohio 44311

Notices to Village of Mogadore:

Village of Mogadore
Attn: Michael Rick, Mayor
135 S. Cleveland Ave
Mogadore, Ohio 44260

With additional notice to:

Village of Mogadore
Attn: Jason Dodson, Law Director
135 S. Cleveland Ave

Mogadore, Ohio 44260

- n. **Compliance.** Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
- o. **Ethics Compliance.** Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code. By signing this Cooperative Agreement, each party certifies that it is unaware of any violations of these provisions and that the undersigned believes their respective entity is in compliance with these provisions.
- p. **Governing Law.** This Cooperative Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws.
- q. **Forum.** Any litigation arising under this Cooperative Agreement must be litigated in the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

(End of text. Execution on following page.)

Intending to be legally bound, the parties have signed this Cooperative Agreement effective as of the date of execution by the Summit County Executive.

COUNTY OF SUMMIT, OHIO

By: Ilene Shapiro, Executive

Date: _____

Alan Brubaker, Summit County Engineer

APPROVED AS TO FORM:

John Galonski, Assistant Prosecutor
For Summit County Prosecutor

APPROVED AS TO FORM:

Brian Harnak
Director, Department of Law

VILLAGE OF MOGADORE, OHIO

Michael Rick, Mayor

Date: _____

APPROVED AS TO FORM:

Jason D. Dodson, Law Director

RECORD OF ORDINANCES

Ordinance No. 2026-58

Passed _____, 20__

SPONSOR: PLANNING COMMITTEE

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE FROM AN R-1 ZONING DISTRICT DESIGNATION TO A P-1 ZONING DISTRICT DESIGNATION.

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

WHEREAS, the Village desires to rezone that certain real property located within Village depicted on Exhibit A and listed in Exhibit B (collectively the "Property") from an R-1 zoning district designation to a P-1 zoning district designation; and

WHEREAS, following proper notice, this Council and the Village's Planning Commission held a joint hearing on the application for the rezoning of the Property from an R-1 zoning district designation to a P-1 zoning district designation on September 23, 2026 at 5:15pm, pursuant to Section 152.133 of the Village's Codified Ordinances; and

WHEREAS, on September 23, 2026, the Village's Planning Commission voted unanimously to recommend the rezoning of the Property from an R-1 zoning district designation to a P-1 zoning district designation; and

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

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

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

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

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

RECORD OF ORDINANCES

Ordinance No. 2026-58

Passed _____, 20____

President of Council

Date _____

Mayor

Date _____

Attest:

Clerk-Treasurer

EXHIBIT A
Map of Rezoned Area

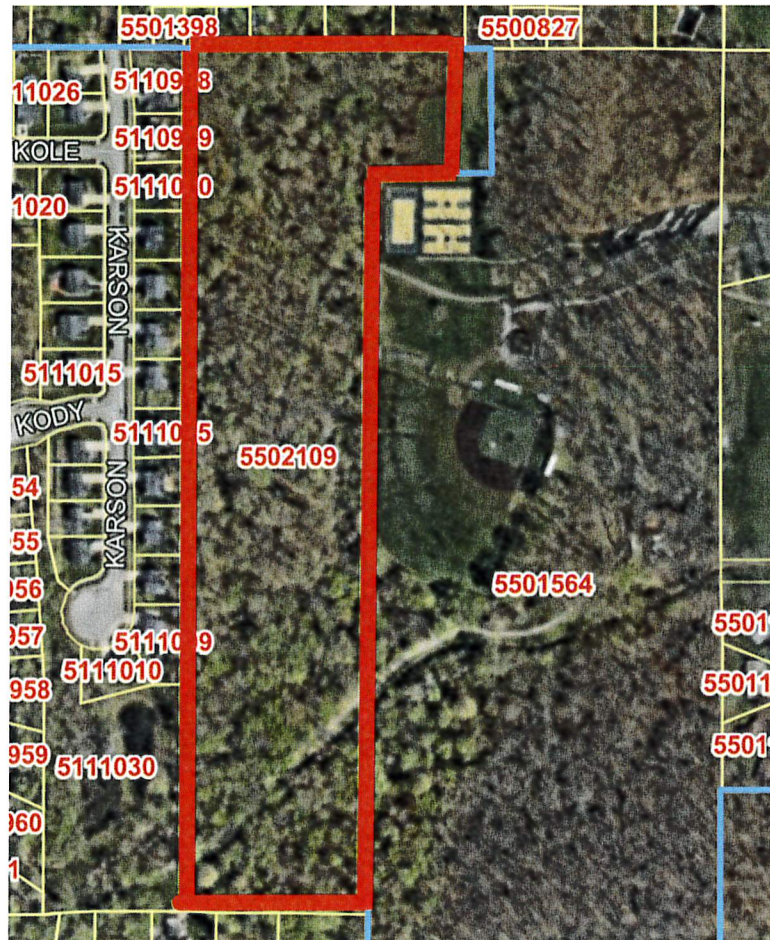


EXHIBIT B
List of Rezoned Parcels

PPN: 5502109

RECORD OF ORDINANCES

Ordinance No. 2026-59

Passed _____, 20 ____

SPONSOR: FINANCE

AN ORDINANCE AMENDING SECTION 10 OF THE VILLAGE OF MOGADORE PERSONNEL POLICY REGARDING BEREAVEMENT LEAVE, REQUIRING REGISTRATION OF DOMESTIC PARTNERSHIPS FOR ELIGIBILITY, PROVIDING FOR RETROACTIVE APPLICATION TO SEPTEMBER 1, 2026, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to clarify and expand eligibility for bereavement leave involving domestic partner relationships; and

WHEREAS, Council finds it appropriate to establish a uniform registration requirement for domestic partnerships for the purposes of administering the expanded eligibility for bereavement leave for domestic partners; and

WHEREAS, Council further desires that this amendment apply retroactively to September 1, 2026; 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 the Village Personnel Policy regarding bereavement leave as set forth on Exhibit A, attached hereto and incorporated herein by reference.

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 Sections 10 of the Village Personnel Policy, as set forth on Exhibit A, attached hereto and incorporated herein by reference. All other provisions of the Village Personnel Policy not amended herein shall remain in full force and effect.

SECTION 2: The Clerk-Treasurer is authorized to develop and maintain a Domestic Partner Registration Form and administrative procedures necessary to implement this Ordinance.

SECTION 3: This amendment shall apply retroactively to September 1, 2026. Any employee who, on or after September 1, 2026, would have qualified for bereavement leave under this amendment shall be eligible for consideration of such leave, provided the employee submits a completed Domestic Partner Registration Form no later than thirty (30) days after the effective date of this Ordinance.

SECTION 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

RECORD OF ORDINANCES

Ordinance No. 2026-59

Passed _____, 20____

SECTION 5: 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 efficient administration and implementation of employee benefits, 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.

President of Council_____
Date_____
Mayor_____
Date

Attest:

Clerk-Treasurer

EXHIBIT A

SECTION 10: FUNERAL LEAVE

An employee who has any one of the following described members of his or her family die shall be excused from work without loss of pay for not more than five (5) days, which shall include the day of the funeral: spouse, domestic partner, parents, mother-in-law, father-in-law, child, son-in-law, daughter-in-law, **parent of a registered domestic partner, and child of a registered domestic partner**. An employee who has any one of the following described members of his or her family die shall be excused from work without loss of pay for not more than three (3) days, which shall include the day of the funeral: brother, brother-in-law, sister, sister-in-law, grandparent, great-grandparent, grandchild, great-grandchild, grandparent of spouse, great-grandparent of spouse, or dependent who lives in the household. The relatives identified in this Section include step-relatives, half relatives, and legally adopted children.

In the application of this clause with respect to in-laws, recognition for any such relationship will be limited to those resulting from the employee's current marital status. Where a marriage has been terminated by death and there has been no subsequent marriage, the in-law relationship will be recognized.

For purposes of this Section, a “domestic partner” shall mean an individual designated by the employee pursuant to a Domestic Partner Registration Form approved by the Village Administrator. No bereavement leave benefits associated with a domestic partner or the domestic partner’s family members shall be available unless the registration form has been completed, signed by the employee and domestic partner, and filed with the Village prior to the date of the death for which leave is requested. The Village Administrator may require reasonable documentation necessary to verify the domestic partnership.

RECORD OF ORDINANCES

Resolution No. 2026-60

Passed _____, 20____

SPONSOR: MAYOR RICK

A RESOLUTION CREATING THE POSITION OF FULL-TIME ASSISTANT CHIEF OF POLICE FOR THE VILLAGE, ESTABLISHING COMPENSATION FOR SUCH POSITION, AND DECLARING AN EMERGENCY.

WHEREAS, Section 3.10(B) of the Village Charter provides Council the right to create positions and fix the compensation for Village employees; and

WHEREAS, the Mayor has recommended that this Council create the full-time position of Assistant Chief of Police, and to establish the compensation of such position; 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 create the full-time position of Assistant Chief of Police.

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

SECTION 1: There is hereby created the full-time position of Assistant Chief of Police.

SECTION 2: The compensation for the full-time position of Assistant Chief of Police shall be \$93,500.00 annually, which shall be paid bi-weekly. In addition, Assistant Chief of Police shall receive an annual clothing and equipment allowance of \$1,500.00. In the event the position is filled in calendar year 2026, the uniform allowance shall not be paid until January 2027, and then again in January 2028 and every January thereafter.

SECTION 3: The employment benefits to be provided to the full-time position of Assistant Chief of Police shall be the same as those provided to full-time patrolmen and sergeants covered by the collective bargaining agreement between the Village and the Ohio Patrolmen's Benevolent Association currently in effect.

SECTION 4: The Mayor and all other Village officials are authorized and directed to take any actions necessary to create the position. The Mayor, Chief of Police and Clerk-Treasurer are also hereby authorized to develop a job description for said position.

SECTION 5: 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 6: 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 creating the position so that the Village may continue to operate efficiently and effectively, 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

RECORD OF ORDINANCES

Resolution No. 2026-60

Passed _____, 20____

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

President of Council

Date

Mayor

Date

Attest:

Clerk-Treasurer

RECORD OF ORDINANCES

Resolution No. 2026-61

Passed _____, 20____

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AUTHORIZING THE ADVANCE OF FUNDS FROM THE GENERAL FUND TO THE WATER/SEWER MAIN PROJECT FUND, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Clerk-Treasurer have recommended that this Council authorize the advance of funds from the General Fund to the Water Sewer Main Project Fund until such time as designated village income tax revenues are received to replenish the same, as set forth herein; 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 advance of funds from the General Fund to the Water Sewer Main Project Fund, as set forth herein.

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 the advance of funds from the General Fund to the Water Sewer Main Project Fund until such time as sufficient designated village income tax funds are received to replenish the same, at which time the General Fund will be repaid the money, as follows:

From: General Fund	\$437,000.00
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To: Water Sewer Main Project Fund	\$437,000.00
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SECTION 2: The Clerk-Treasurer is hereby authorized and directed to effectuate the advance of funds set forth in Section 1.

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

SECTION 4: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately ensuring the current and other financial obligations of the Village of Mogadore are timely met, 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. 2026-61

Passed _____, 20____

President of Council
Date

Mayor _____ Date _____

Attest:

Clerk-Treasurer

RECORD OF ORDINANCES

Resolution No. 2026-62

Passed _____, 20____

SPONSOR: PARKS COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE MOGADORE YOUTH BASEBALL AND SOFTBALL ASSOCIATION FOR THE LEASE OF A FIELD GROOMER, WITH AN OPTION TO PURCHASE, AND DECLARING AN EMERGENCY.

WHEREAS, the Village owns a field groomer that is used in connection with the maintenance of ballfields within the Village; and

WHEREAS, the Mogadore Youth Baseball and Softball Association has requested the use of the field groomer for the maintenance and operation of youth baseball and softball facilities serving the residents of the Village; and

WHEREAS, Council finds that leasing the field groomer to the Mogadore Youth Baseball and Softball Association will promote recreational opportunities for Village residents and assist with the upkeep of recreational facilities without additional expense to the Village; and

WHEREAS, Council finds and determines that it is in the best interest of the Village to authorize the Mayor to enter into Lease Agreement with the Mogadore Youth Baseball and Softball Association for the field groomer for \$550.00 per year for a total of six (6) years, for a total of \$3,300.00 with an option to purchase the groomer for One Dollar (\$1.00) upon expiration of the lease term and full payment of all lease obligations.

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

SECTION 1: The Mayor is hereby authorized to execute a Lease Agreement with the Mogadore Youth Baseball and Softball Association for the field groomer for \$550.00 per year for a total of six (6) years, for a total of \$3,300.00 with an option to purchase the groomer for One Dollar (\$1.00) upon expiration of the lease term and full payment of all lease obligations.

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

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

RECORD OF ORDINANCES

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Passed _____, 20____

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 authorizing the lease of the field groomer for use in maintaining recreational facilities serving Village residents, 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