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, November 04, 2026 @ 5:30 p.m.

1. Moment of Reflection – Mr. Bauer
2. Pledge to the flag
3. Roll Call
4. Approval of the Agenda
5. Minutes from October 21, 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 2026-63 – Ms. Van Dike – Sponsor: Finance Committee
A RESOLUTION AUTHORIZING THE CLERK-TREASURER, PURSUANT TO R.C. 5705.41(D), TO ISSUE A WARRANT OF PAYMENT TO EGAL CONSTRUCTION, LLC IN THE AMOUNT OF $4,824.80, AND DECLARING AN EMERGENCY.

Resolution 2026-64 – Mr. Yoho – Sponsor: Safety Committee
A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A DELINQUENT DEBT COLLECTION AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR THE COLLECTION OF UNPAID AND DELINQUENT RECEIVABLE DEBTS OWED TO THE VILLAGE FOR MAYOR'S COURT, AND DECLARING AN EMERGENCY.

Resolution 2026-65 – Mr. Yoho – Sponsor: Safety Committee
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF FOR THE DIRECT INDICTMENT PROGRAM, AND DECLARING AN EMERGENCY.

Resolution 2026-66 – Ms. Van Dike – Sponsor: Finance Committee
RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION OF SUMMIT COUNTY, OHIO, AUTHORIZING THE NECESSARY TAX LEVIES, CERTIFYING THEM TO THE SUMMIT COUNTY FISCAL OFFICER AND DECLARING AN EMERGENCY.

Resolution 2026-67 – Mr. McDowall – Sponsor: Parks & Recreation Committee
A RESOLUTION AUTHORIZING AND DIRECTING THE CLERK-TREASURER TO ADVERTISE FOR BIDS FOR LABOR AND MATERIALS FOR PHASE III OF THE LIONS PARK TRAIL IMPROVEMENTS, 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. 2026-63 Passed _____, 20__

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AUTHORIZING THE CLERK-TREASURER, PURSUANT TO R.C. 5705.41(D), TO ISSUE A WARRANT OF PAYMENT TO EGAL CONSTRUCTION, LLC IN THE AMOUNT OF $4,824.80, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 5705.41(D) of the Ohio Revised Code, if a contract does not otherwise contain a certification at the time of entering into the order that sufficient funds have been appropriated for the payment of the same, the Clerk-Treasurer shall provide certification that at the time of the order, and at the time of the presentation of the invoice from the vendor, sufficient funds exist or have been appropriated for the payment of the order ("Then and Now Certificate"); and

WHEREAS, the Clerk-Treasurer has issued a Then and Now Certificate attesting that at the time the Village issued a purchase order to Egal Construction, LLC (the "Vendor"), and at the time of the issuance of the Then and Now Certificate, sufficient funds exist and have been appropriated or are in the process of collection for the payment of the Vendor's invoice for $4,824.80, a copy of said Then and Now Certificate being attached hereto and incorporated by reference 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 authorize the Clerk-Treasurer, having issued the Then and Now Certificate, to issue a warrant of payment to Vendor in the amount of $4,824.80.

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

SECTION 1: This Council authorizes and directs the Clerk Treasurer to issue a warrant of payment and to make the following payment consistent with the Certificate:

$4,824.80 Egal Construction, LLC

SECTION 2: 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 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 providing for prompt payment to Vendor, 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. 2026-63 Passed _____, 20__

_____

President of Council Date

_____

Mayor Date

Attest:

_____

Clerk-Treasurer

Village of MOGADORE

135 S Cleveland Ave
Mogadore OH 44260
330-628-4896

PURCHASE ORDER

The following number must appear on all related correspondence, shipping papers, and invoices:
Vendor #:01837

EXHIBIT A

P.O. NUMBER: 25509

Purchase Order Date:11/04/2026

EGAL CONSTRUCTION LLC
9835 MENNONITE RD
RITTMAN OH 44270

ACCOUNT	DESCRIPTION	TOTAL	ACCOUNT	DESCRIPTION	TOTAL
210142554700	FOUNDATIONS	4824.80			
				TOTAL	4824.80

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL

Clerk's Certificate

It is hereby certified that the amount of $ 4824.80 required to meet the contract agreement oblication payment or expenditure for the above has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the CEMETERY Fund and free from any obligation or certification now outstanding.

Authorized by

11/4/26
Date

RECORD OF ORDINANCES

Resolution No. 2026-64 Passed _____, 20____

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A DELINQUENT DEBT COLLECTION AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR THE COLLECTION OF UNPAID AND DELINQUENT RECEIVABLE DEBTS OWED TO THE VILLAGE FOR MAYOR'S COURT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 131.02 of the Ohio Revised Code, the Ohio Attorney General operates a program to assist municipalities with the collection of delinquent debt owed to the municipality; and

WHEREAS, the Village desires to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General's Office for the collection of unpaid and delinquent debt owed to the Village for Mayor's Court; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village of Mogadore to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General's Office for the collection of delinquent debt owed to the Village for its Mayor's Court proceedings.

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 and directed to enter into a Delinquent Debt Collection Agreement with the Ohio Attorney General's Office for the collection of delinquent debt owed to the Village for its Mayor's Court proceedings, in a form substantially similar to that attached hereto and incorporated herein as Exhibit A.

SECTION 2: A certified copy of this Resolution shall be provided to the Ohio Attorney General's Office.

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 timely collecting outstanding debts owed to 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. _2026-64_ Passed _____, 20____

_____
President of Council Date

_____
Mayor Date

Attest:

_____
Clerk-Treasurer

Office of the Ohio Attorney General
Collections Enforcement Section
30 East Broad Street, 14th Floor
Columbus, OH 43215

Collections Enforcement
Office 614-466-8360
Fax 614-752-9070
www.OhioAttorneyGeneral.gov

DELINQUENT DEBT COLLECTION AGREEMENT BETWEEN THE OHIO ATTORNEY GENERAL AND

I. PARTIES

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement") is between the Ohio Attorney General (hereinafter "Attorney General") and (Political Subdivision"), collectively referenced herein as the "Parties."

II. PURPOSE

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

III. CERTIFICATION OF DEBT

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and of the Political Subdivision. Such changes to the categories of debt identified on Exhibit "A" shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.5.1 In regards to income tax Debt, Political Subdivision hereby warrants that procedures outlined in R.C. 718.18 were complied with, and that notice to such income tax debtors was provided by certified mail. Within this notice, there must be an indication that this debt will be referred for collection by federal and state tax refund offset.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General may cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General may close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

IV. ALLOCATION OF FEES AND COLLECTION COSTS

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the

Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 The Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. The Attorney General will assign debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 The Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. The Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

VI. CERTIFICATION AND CANCELLATION OF DEBT

6.1. Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2. The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be ten (10) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

VII. CONFIDENTIALITY

7.1. Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

VIII. LIABILITY

8.1. Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.

IX. CHOICE OF LAW

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

X. COMPLIANCE WITH LAW

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

XI. RELATIONSHIP OF THE PARTIES

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

XII. MODIFICATION

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

XIII. TERMINATION/EXPIRATION

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

XIV. SIGNATURES

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

_____ _____,
Date

OHIO ATTORNEY GENERAL

By: ,

_____ _____
Lucas Ward Date
Section Chief

DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND

EXHIBIT "A"

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final.

Examples of Categories of Debt to be certified:

(a) Statutory fees as assessed by a Political Subdivision;

(b) Civil court costs; and

(c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.

(d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.

(e) Debt from a school system must be as a result of a contractual agreement.

(f) Debt must be less than 10 years old.

(g) Debt must be over $100 per debtor.

Examples of Categories of Debt NOT to be certified:

(a) Debt that has a small balance.

(b) Debt that is against a juvenile.

(c) Debt against a presently incarcerated individual.

(d) Debt that is involved in a bankruptcy, rental or foreclosure action.

(e) Debt from any type of utility.

(f) Debt resulting from code enforcement violations.

(g) Debt that results from a red light camera violation/citation.

PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE. ADDITIONALLY, THE AGO RESERVES THE RIGHT TO CHANGE WHAT DEBTS MAY BE ACCEPTED AT ANY TIME.

PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE ATTORNEY GENERAL'S OFFICE:

DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND

EXHIBIT "B"

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

, executed by ,

, on _____, is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

_____ _____,
Date

_____ _____,
Date

_____ _____,
Date

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

_____ _____,
Date

DELINQUENT DEBT COLLECTION AGREEMENT
BETWEEN THE
OHIO ATTORNEY GENERAL
AND

EXHIBIT "C"
SERVICE LEVEL AGREEMENT

The following Service Level Agreement is made between the Attorney General of Ohio, Collections Enforcement Section ("AGO") and ("CLIENT"), collectively referenced herein as the "Parties". CLIENT authorizes and the Parties to this Service Level Agreement agree to the following **(if no line is checked, the Parties' agreement is indicated by asterisk, which is the default agreement):**

Attorney General Interest (AGI)	_____ AGO is granted the authority to add AGI to the amount owed by the debtor to be paid to the client (see section IV (4.1) of the Debt Collection Agreement.
AGI	_____ AGO is NOT granted the authority to add AGI to the amount owed by the debtor to be paid to the client.
Write Off Period:	_____ 10 years* _____ Years (insert number of years less than 10)

Either Party may terminate this Service Level Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination to the other Party, via e-mail, facsimile transmission, regular U.S. mail, certified mail or personal delivery to the other Party's signatory to this Agreement. Regardless of the termination of this agreement, CLIENT is still legally obligated to certify its outstanding Debt pursuant to the Delinquent Debt Collection Agreement between the Parties, until that Agreement is separately terminated. This Service Level Agreement shall remain and continue in full force and effect unless modified or terminated in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

_____ _____,

Date

OHIO ATTORNEY GENERAL

By: _____ _____,
Lucas Ward Date
Section Chief

Policies and Procedures	Automated Clearing House (ACH) Processing

Ohio Attorney General
Collections Enforcement Section

I (we) hereby authorize the Ohio Attorney General's Office to initiate entries to my (our) checking/savings accounts at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remian in effect until Ohio Attorney General's Office is notified by me (us) in writing to cancel it in such time as to afford the Ohio Attorney General's Office and the Treasurer of State of Ohio a reasonable opportunity to act on it.

Client Information

Client Name

Client Address

City State Zip Code

Accounting Contact Information

Name Name

email email

Phone Number Phone Number

Financial Institution Information

Financial Institution Name

Financial Institution Address

City State Zip Code

Financial Institution Account Type

Financial Institution Routing Number

Financial Institution Account Number

These numbers are located on the bottom of your check as follows:

1234456789 *123456789101112*
Routing Number *Account Number*

Signature of Authorized Signer Date

Office of the Ohio Attorney General
Collections Enforcement Section
30 East Broad Street, 14th Floor
Columbus, OH 43215

Collections Enforcement
614-466-4510

Client Information Questionnaire

Welcome to The Ohio Attorney General's Office, Collections Enforcement Section.

We are very excited about the opportunity to serve your collection needs. Please assist us by completing and returning this form, so we can better understand your collection needs and expectations. Thanks for considering the Ohio Attorney General's Office as a business partner.

1. What type of debt would you like us to collect for you? Please list and describe.

2. Would you like our office to charge interest (Attorney General Interest or "AGI") on your accounts? The AGI would begin accruing upon certification of the debt to our office and would replace any interest that would otherwise accrue on the account. The interest would be paid to you when the balance is paid in full by the debtor.

3. Do you currently use a third-party collection vendor? What collection efforts have been made on your accounts before they will be referred to the Attorney General's Office for collection?

4. What is your EIN?

5. What is your mailing address?

6. What phone number should we refer debtors to with questions above what we can answer?

7. Will any of the accounts you will be sending the Attorney General's Office for collection purposes involve restitution?

8. Will the court have held drivers licenses or have active warrants on any of the accounts you will be sending to the AGO for collection?

9. What is your fax number, if any?

10. What is your anticipated timeline for turning your debt portfolio over to us for collections?

11. Finally, please provide the name, e-mail address and telephone number of our main contact so we may contact you for further discussion.

Please return this form to Jennifer Zap at: Jennifer.Zap@OhioAGO.gov, or for questions call 330-884-7519.

Office of the Ohio Attorney General
Collections Enforcement Section
30 East Broad Street, 14th Floor
Columbus, OH 43215

Collection Enforcement
Jennifer.Zap@OhioAGO.gov
Direct: 330-884-7519

Local Government Debt Collection Business Rules

- Account Certifications
  - Made by automated FTP (File Transfer Protocol) or Manual Excel template by the client.
  - The client will need to have internet access to certify accounts to the AGO (Attorney General's Office) and to access the ClientView and Compass software to monitor their payments and accounts.
  - The AGO reserves to right to decline accounts based on volume, monetary amount or debt type.
- Examples of Categories of Debt to be certified:
  - Statutory fees as assessed by a Political Subdivision
  - Civil and domestic court costs
  - Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified
  - Municipal taxes, EMS debts, property damage, parking tickets
  - Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes
  - Debt from a school system must be as a result of a contractual agreement
  - Debt must be less than 10 years old.
- Examples of Categories of Debt NOT to be certified:
  - Debt that is against a juvenile
  - Debt against a presently incarcerated individual
  - Debt that is involved in a bankruptcy, rental, or foreclosure action
  - Debt from any type of utility
  - Debt resulting from code enforcement violations
  - Debt resulting from a red light camera violation/citation

- Life of a Debt

  - Debt will be worked by the AGO in-house local debt collectors up to 180 days or longer if a payment plan has been setup with the debtor and debtor remains in compliance. The AGO will confirm debtor contact information, send out a series of automated collection letters and make a series of collection calls to the debtor. Pursuant to O.R.C. §131.02, the AGO will assess a 10% fee to each account (AG collection fee) and the cost will be passed to the debtor. The 10% AGO fee will be taken from each payment made on an account by the debtor.

  - Accounts may then be assigned to an external vendor (Third Party Vendor) for additional collection efforts lasting up to 365 days subsequent to the AGO collection efforts. The 365 days may be extended if debtor is on a payment plan and in compliance. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost will be passed to the debtor.

  - External private attorneys (Special Counsel) may then be assigned the debt for up to two years. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost passed to the debtor. Tax accounts may be assigned to special counsel instead of Third Party Vendors. Those special counsel shall be 1075 compliant.

  - On any accounts where the debtor's driver's license is being held by a court or there is an active warrant, the AGO will only accept sure funds (money order, certified check etc.) for payment of the debt. The AGO will then notify the client of the payment in full by the debtor.

  - If social security numbers of the debtor are provided, the debt may also be subject to a possible state income tax refund capture, racino/casino offset, sports gambling offset and/or lottery offset for up to the full amount owed, including interest, subject to O.R.C. §§ 5747.12 and 3770.073. If the debtor owes money to the Ohio Department of Taxation or any state entity, any Ohio tax refund capture or Ohio lottery capture will be paid to those debts first.

  - Local debt will not be combined with any state debt owed for collection purposes.

  - The AGO collection process is driven by the AGO account number assigned to that debt. AGO collection letters and collection phone calls are made relative to that specific account number. If a debtor owes debt to multiple local jurisdictions, payment will be accepted according to the account number he/she is responding to as the result an AGO letter or an AGO phone call.

  - Clients may request, and the Attorney General may consider, on a case by case basis, alternative collection strategies (i.e. timeframes) on how the client's debt portfolio is collected.

  - The AGO will not file liens or judgments or release any previously filed liens or judgments on any debt certified for collections.

- Archive or Write off of Debts

  - Client may choose to write off debt by their indication on their Service Level Agreement which must be 10 years or less.

  - Accounts can also be closed and returned to client upon request.

- Payment Processing and Accounting Issues:

  - Collections payments to the client will be remitted weekly, via ACH.

  - Clients can view the payment reports that correlate with their weekly ACH payment on the AGO's Compass website.

  - Collections paid with certified funds (i.e. cashier's check, money order) will be paid to the client the following week. Collections paid with a personal check are held eight business days and paid the week following the release of the eight day hold.

- Direct Payments:

  - Please make sure that you are referring any debtor wanting to make a payment on an account for which we are collecting to us. The debtors can be instructed to call us at 888-871-8838 or pay by internet at www.OhioAttorneyGeneral.gov/business/pay. Their payment can also be mailed to: Ohio Attorney General P.O. Box 89471, Cleveland, Ohio 44101-6471. They will need to include their Attorney General Account number to ensure that the payment is being posted to their account.

  - If on the rare occasion you inadvertently accept a payment on an account we are collecting on, please send the payment the check or money order received from the debtor directly to the AGO with the account number on it to:

    Ohio Attorney General
    PO Box 89471
    Cleveland, Ohio 44101

  - Referring any debtor to us to make a payment helps us keep our records clean and auditable. It will also prevent us from intercepting someone's state income tax refund erroneously, such as when a payment taken by your office has not been noted on our system. If your staff does take a payment from a debtor, kindly let us know immediately and forward the payment to us for processing. If we intercept their state tax refund and issue payment to you causing an overpayment on the account, we will contact you and request that you refund the amount back to the debtor.

- Reversals

  - Occasionally, there may be payments made to you by our office that need to be reversed. This happens because, after the payment was issued to you, it came to our attention that the debtor's check had non-sufficient funds, there was a posting error or an alleged fraudulent payment. We do hold personal checks for eight days before posting them to an account to allow for this but, occasionally, we are not informed by the bank until after the eight days have passed and you have been sent the payment.

  - When a payment made to you needs to be reversed, our system subtracts the amount of the payment to be reversed from the next payment to be made to you. Because our system is automated there is no way to let you know that one of the payments made to you needs to be reversed.

  - However, you are able to identify the accounts that have a reversal by viewing your Client View payment report. For example, a payment for an internet personal check will be indicated with the code IPC. A payment for an internet personal check that was reversed will be indicated with the code EIPC. (See Report Section below)

- Reporting

  - Compass software provides access to electronic reports, documents and scanned images relative to your accounts both in PDF or TXT format.

  - Full debt inventory is available in Compass in reports generated monthly.

  - All clients will have access to ClientView software to view their account data and notes placed by the collectors.

Please contact Jennifer Zap
Jennifer.Zap@OhioAGO.gov
Direct: 330-884-7519

RECORD OF ORDINANCES

Resolution No. 2026-65 Passed _____, 20____

SPONSOR: SAFETY COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF FOR THE DIRECT INDICTMENT PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the County of Summit ("County") has provided the Village with an Intergovernmental Agreement to participate in the Direct Indictment Program, as set forth in the attached Exhibit A for a term of five years, commencing January 1, 2027 and continuing until December 31, 2031; 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 continued participation in the Direct Indictment Program, 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 an Intergovernmental Agreement with the County of Summit to participate in the Direct Indictment Program, according to the terms set forth in the Intergovernmental Agreement attached hereto and incorporated herein as Exhibit A, for a term of five years, commencing January 1, 2027 and continuing until December 31, 2031.

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 all Village felony cases proceed 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. _2026-65_ Passed _____, 20____

_____

President of Council Date

_____

Mayor Date

Attest:

_____

Clerk-Treasurer

INTERGOVERNMENTAL AGREEMENT
between
THE COUNTY OF SUMMIT, OHIO
and
THE VILLAGE OF Mogadore, OHIO

THIS INTERGOVERNMENTAL AGREEMENT is made as of the date of the signature of the County Executive between the County of Summit, Ohio ("County"), an Ohio county with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308, by its Executive, and the Village of **Mogadore** (the "Village"), a political subdivision, with its principal place of business located at 135 S. Cleveland Avenue, Mogadore, Ohio 44260, by its Mayor.

WHEREAS, the County, through the Summit County Prosecutor ("Prosecutor"), and various jurisdictions have participated in the Direct Indictment Program that takes felony cases directly to Grand Jury, bypassing preliminary hearings in Municipal Court and saving the costs of Municipal Court time and the hourly rate charged for officers to testify, since its inception in 1998. Preliminary hearings are required under Ohio Law to be conducted within 10 days of an individual's arrest if they are held in jail or 15 days from their arrest if they are out of jail on bond;

WHEREAS, the Village desires to enter into the Direct Indictment Program as further described herein;

WHEREAS, the Prosecutor, in cooperation with the Cities of Akron, Barberton, Cuyahoga Falls, Tallmadge, and Stow, bought and implemented Matrix Pointe Software as its respective case management systems for both the Municipal and County Prosecutors' Offices, and in order to facilitate the communication of information on criminal cases between the Municipal Prosecutors and the County Prosecutor, and the parties continue to use this software for the transmission of information on criminal cases in order to expedite the sharing of information in the Direct Indictment Program;

WHEREAS the Prosecutor, County, and Village all strive to use all technological and case management systems in the most efficient manner to eliminate all instances of double work and use that efficiency to lower the historic cost of the Direct Indictment Agreement per police agency;

WHEREAS, through Resolution No. _____, Summit County Council authorized the County to execute this Intergovernmental Agreement with the Village;

WHEREAS, through Resolution No. _____, the Council of the Village of **Mogadore** authorized the execution of this Intergovernmental Agreement with the County.

WHEREAS, Ohio law requires a preliminary hearing to be conducted within 10 days of an individual's arrest if they are held in jail or 15 days from their arrest if they are out of jail on bond. Failure to indict a case within the preliminary hearing time requirement may result in the dismissal of the pending charges in municipal court and a defendant's release from jail or bond restraints pursuant to ORC 2945.71.

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

1. The Village's Services and Deliverables.
   The Village, through its police department and/or prosecutor's office, shall do the following within 72 hours of filing any felony case in the municipal court or arresting any defendant for any felony case within its jurisdiction, whichever date is earliest:

   a. submit a prosecutable case to the Prosecutor through the police agency's Record Management System ("RMS") interface with Matrix Crime and Matrix Prosecutor (it is the charging agency's responsibility to continue to transmit all reports and non-digital evidence through this method as acquired during the pendency of a case);

   b. assemble all digital evidence, including, but not limited to, body camera, surveillance videos, and video recorded interviews and submit that evidence through evidence.com to the assigned Direct Indictment Investigator; it is the charging agency's responsibility to continue to transmit all digital evidence through this method as acquired during the pendency of a case; and all non-AXON agencies will be able to establish cloud to cloud transmission to the Prosecutor's Office evidence.com accounts; and

   c. provide all LEADS and MATRIX user agreements required by law or by the management systems.

The charging agency bears sole responsibility for the submission. Failure to timely submit cases may lead to the dismissal of the charging agency's cases in municipal court.

2. The County's Services and Deliverables.
   The County, through the Prosecutor, shall:

   a. obtain criminal histories on all defendants and witnesses from the LEADS database;

   b. construct and organize a case file on all defendants and witnesses in Matrix;

   c. gather all post-charging information as needed, to include lab reports, 911 phone calls, audio radio room calls, computer-aided dispatch or dispatch call notes, temporary protection orders and civil protection orders, prior convictions, and any other relevant police reports;

   d. contact the municipal prosecutor on a timely basis when recommending an appropriate reduction and/or any other method of disposing of a case;

   e. notify all officers of Grand Jury testimony date through Matrix and secure testimony and appearance of all relevant witnesses and victims for Grand Jury;

   f. present a prosecutable case to the Grand Jury within the statutory deadline of 10 days for all defendants in custody and 15 days for all other defendants;

g. communicate with officers, victims, and witnesses as needed to obtain additional information on each case;

h. file a copy of the No Bill or Remand with the appropriate municipal court when cases presented to the Grand Jury result in a "No Bill" on all charges or result in only misdemeanor charges;

i. provide a copy of a partial report for all cases presented to the appropriate agencies; and

j. complete all LEADS and Matrix user agreements required by law or by the management systems.

3. Authority. Each party has sole authority over its employees involved in performing duties related to this Agreement.

4. Definition of a "Prosecutable Case."

For the purposes of this Agreement, a "prosecutable case" is counted as one for each defendant party to a case and is a case which meets both of the following criteria:

a) a case which transfers all data from the police agency's RMS through Matrix Crime, into Matrix Prosecutor which will require at a minimum the names, addresses, phone numbers, and personal identifiers for all relevant parties; all charging information, and any other records available in the RMS; and

b) a case which transfers through Matrix Crime, into Matrix Prosecutor, any and all reports written by all officers on the case which, in addition to the mandatory Matrix Case Data Transfer, provide additional evidence to substantiate all appropriate charges beyond probable cause and establish a likelihood of conviction at trial.

5. Compensation Per Prosecutable Case.

a. The Village agrees to compensate the County at a base rate of $75 per prosecutable case presented to the Grand Jury.

b. Except as provided in this Section, upon renewal, the base rate shall increase 3% every year in accordance with cost-of-living expenses incurred by staffing the Direct Indictment Program. However, if the County does not offer any cost-of-living adjustment to its employees, then the base rate charged under this Section shall not increase for that year.

6. Additional Fees for Untimely Cases.

a. The prosecutor may levy an additional fee of up to $60 for each case submitted by the Akron Police Department which remains un-prosecutable after the 72-hour deadline.

b. The Village may levy a fee of $75 for each case which is not presented to the grand jury

within the statutory deadline of 10 days for all defendants in custody and 15 days for all other defendants. The fee described in this Section will be credited against the compensation base rate charged by the County. Such fee may not be levied where:

i. the delay is caused by the Village's officer not appearing for a scheduled grand jury; OR
ii. the delay is caused by the Village's attempt to resolve the case.

c. Except as provided in this Section, upon renewal, the additional fees shall increase 3% every year in accordance with cost-of-living expenses incurred by staffing the Direct Indictment Program. However, if the County does not offer any cost-of-living adjustment to its employees, then the additional fees charged under this Section shall not increase for that year.

7. Payment Procedure. The Prosecutor shall submit quarterly reports on the number of cases referred for Direct Indictment Prosecution, deducting any cases held for municipal resolution, and serve a detailed bill reflecting a total of the number of cases for that quarter multiplied by the rate per case. To fully capture the specific number of cases presented to the Grand Jury, the quarterly billing will be issued no less than 30 days and no more than 45 days after the conclusion of the quarter. The Village will pay undisputed amounts within 30 days of receiving the billing notice. The parties will timely meet to discuss any disputed amounts within 30 days from the date of the initial bill.

8. Term and Termination. The term of this Intergovernmental Agreement shall be for five years, effective January 1, 2027 and through December 31, 2031. Either party may terminate this Intergovernmental Agreement upon 60 days written notice to the other party. If the agreement is terminated early or not renewed, the Village understands that it will be required to re-establish a preliminary hearing process to ensure the completion of the statutory bind-over process is completed timely on each case proposed to be bound over to the County.

STANDARD PROVISIONS

9. Reports and Records. Each party shall maintain and provide to the other, upon demand, the following records and reports:

a. Accounting and fiscal records adequate to enable either party or the State of Ohio or any duly-appointed law enforcement agency to audit either party pertaining to this Intergovernmental Agreement.

b. Other records and reports as required by either party comply with local, state, and federal laws pertaining to this Intergovernmental Agreement.

c. All records pertaining to this Intergovernmental Agreement shall be retained and made available for a minimum of three (3) years after the termination of this Intergovernmental Agreement.

10. Relationship of Parties. The parties agree that the County is serving as an independent contractor as to the provision of Direct Indictment Program services to the Village. The parties

further agree that at no time shall the relationship between the parties under this Intergovernmental Agreement be construed, held out, or considered to be a joint venture or principal-agent relationship.

11. Non-Discrimination. The Village agrees that in the hiring of employees for the performance of their duties under this Intergovernmental Agreement, the Village or the Village's subcontractors, or any person acting on the behalf of the Village, or the Village's subcontractors, shall not discriminate. The Village certifies that it does not maintain and they will not permit their employees from performing services at any segregated facilities. The Village agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations, as amended, regarding discrimination.

12. Equal Opportunity Employer. The Village expressly represents that it is an Equal Employment Opportunity employer as defined in, and is in compliance with, all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

13. Release. The County will not be liable and is released from any claims, causes of action (including, but not limited to, negligence), or expenses of any kind or nature which are asserted against the Village due to the Direct Indictment Program services provided by the County pursuant to this Intergovernmental Agreement. The Village acknowledges and understands that the County's insurance carrier only provides insurance coverage for the County and its employees acting within the scope of their employment. The Village is not provided insurance coverage under the County's insurance policy and must provide for its own insurance policy or self-insurance coverage.

14. Miscellaneous.

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

    b. Amendment and Waiver. This Intergovernmental 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 Intergovernmental Agreement may be amended to achieve additional goals of the County and the Village with the written consent of the parties.

    c. Assignment. Neither party shall assign its rights or delegate its duties under this Intergovernmental Agreement without the prior written consent of the other party. Subject to such consent, Intergovernmental 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 Intergovernmental Agreement were taken and that the person executing this

Intergovernmental Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.

e. Review by Legal Counsel. Each party has had the opportunity to review this Intergovernmental Agreement with the assistance of legal counsel. Accordingly, the County and the Village agree that the rule of construction that any ambiguity in this Intergovernmental Agreement is to be construed against the drafting party is not applicable.

f. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.

g. Severability. If any provision of this Intergovernmental Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Intergovernmental Agreement must continue in full force and effect.

h. Force Majeure. No party must 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 must take all reasonable action to minimize the effects of any such event, occurrence or condition.

i. 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 Intergovernmental Agreement, whether of a like or different character.

j. Notices. Every notice and demand required under the terms of this Intergovernmental 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 receipt. A party may change its address by giving written notice to the other party in accordance with this Section.

k. Compliance. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

l. Ethics Compliance. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code and the Chapter 5101 of the Ohio Administrative Code. By signing this Intergovernmental Agreement, each party certifies that it is compliance with these provisions.

m. Governing Law. This Intergovernmental 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.

n. Forum. Any litigation arising under this Intergovernmental 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.

Intending to be legally bound the parties affix their signatures below.

COUNTY OF SUMMIT, OHIO

_____
By: Ilene Shapiro, Executive

Date: _____

VILLAGE OF Mogadore

_____
By: Mike Rick, Mayor

Date: _____

SUMMIT COUNTY PROSECUTOR

_____
By: Elliot Kolkovich

APPROVED AS TO FORM:

_____
Brian Harnak, Director, Dept. of
Law and Risk Management

APPROVED AS TO FORM:

_____
By: Jason Dodson, Village Solicitor

RECORD OF ORDINANCES

Ordinance No. _2026-66_ Passed _____, 20____

SPONSOR: FINANCE COMMITTEE

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION OF SUMMIT COUNTY, OHIO, AUTHORIZING THE NECESSARY TAX LEVIES, CERTIFYING THEM TO THE SUMMIT COUNTY FISCAL OFFICER AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 5705.34 of the Ohio Revised Code, the Budget Commission of Summit County, Ohio has certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Council in fiscal year 2027, and what part thereof is without, and what part is within the ten-mill tax limitation; and

WHEREAS, pursuant to Section 5705.34 of the Ohio Revised Code, it is necessary and in the best interest of the Village to accept the amounts and rates as determined by the Budget Commission of Summit County, authorize the necessary tax levies and to certify the same to the Summit County Fiscal Officer.

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 amounts and rates to be levied upon the tax duplicate of the Village in fiscal year 2027, as determined by the Budget Commission of Summit County, Ohio in its certification, be and the same are hereby accepted.

SECTION 2: This Council hereby authorizes the amounts and rates of each tax necessary to be levied upon the tax duplicate of the Village within and without the ten-mill limitation as follows:

	Amount approved by Budget Commission Inside and Outside of 10 Mill limitation	County Auditor's estimate of tax rate to be levied
General Fund Summit and Portage County	$228,563.00	1.85
Police Pension Summit and Portage County	$37,046.00	0.30
Fire & EMS Summit and Portage County	$348,723.00	3.50
Total	$614,350.00	5.65

RECORD OF ORDINANCES

Ordinance No. _2026-66_ Passed _____, 20____

SECTION 3: The Clerk-Treasurer is hereby directed to certify a copy of this Resolution to the Summit County Fiscal Officer.

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

SECTION 5: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately taking the actions set forth herein in a timely manner to ensure that the same be completed and the rates and amounts of the levies be certified to the Summit County Fiscal Officer as soon as possible, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

_____

President of Council Date

_____

Mayor Date

Attest:

_____

Clerk-Treasurer

SUMMIT COUNTY BUDGET COMMISSION CERTIFICATION OF TAX LEVY
(ORC Sections 5705.34 & 5705.35)

POLITICAL ENTITY: **MOGADORE VILLAGE (Summit & Portage Counties)**
ESTIMATE

Tax Year 2026/Collection Year 2027

THE VALUATIONS AND TAX RATES REFLECT TAX YEAR 2025/COLLECTION YEAR 2026

LEVIES INSIDE and OUTSIDE 10 MILL LIMITATION, INCLUSIVE OF DEBT LEVIES

Date: August 3, 2026

	Summit	Portage	Total
1. RES/AG REAL VALUE	63,490,600	29,989,000	93,479,600
2. OTHER REAL VALUE	18,560,890	3,512,210	22,073,100
3. TOTAL RES/AG & OTHER REAL VALUE	82,051,490	33,501,210	115,552,700
4. PUBLIC UTILITY PERSONAL VALUE	2,489,632	5,505,252	7,994,884
5. TOTAL REAL & PUBLIC UTILITY VALUE	84,541,122	39,006,462	123,547,584

THIS ESTIMATE REFLECTS LESS THE PENDING EXEMPTION ASSESSED VALUATION

RES/AG PENDING EXEMPTION	0
OTHER PENDING EXEMPTION	0
TOTAL REAL & PU LESS PENDING EXEMPTION VALUE	**123,547,584**

FUND TYPE CLT FUND #	PURPOSE	Authorized by the Voters on Ballot MO/DA/YR	Number of Years Levy to Run	Tax Year Begins/Ends	Collection Year Begins/Ends	Maximum Rate Authorized to be Levied	REDUCTION FACTOR RES/AG OTHER	EFFECTIVE RATE TO BE LEVIED RES/AG OTHER	RES/AG	OTHER	PUBLIC UTILITY	TOTAL	ROLL BACK
GENERAL 01 00	Inside					1.85		1.850000 1.850000	$172,937	$40,835	$14,791	$228,563	Y
POLICE PENSION 32 00	Inside					0.30		0.300000 0.300000	$28,044	$6,622	$2,398	$37,064	Y
FIRE & EMS 40 00	Current Expense	Additional 05/03/22	5	22/26	23/27	3.50	0.246935 0.037559	2.635727 3.368543	$246,387	$74,354	$27,982	$348,723	N
												-	
TOTALS						5.65		4.785727 5.518543	$447,368	$121,811	$45,171	$614,350	

NOTE: The ROLLBACK column added to this certificate represents the recently passed state budget, beginning with tax year 2013 the ten and two and one-half percent rollbacks will no longer apply to new levies that are enacted after the August 2013 election. These non-qualifying levies include additional levies, the increase portion of renewal with increase levies, and the full effective millage of replacement levies. Levies that will continue to qualify for application of the rollbacks are levies approved at or before the August 2013 election, inside and charter millage as they appear on the 2013 tax list, renewals of qualified levies, and the substitute of qualified school district emergency levies under Revised Code section 5705.199. In this column the **Y** indicates the levy qualifies for the 10% and 2 1/2% rollback. The **N** indicates the levy does not qualify for the 10% and 2 1/2% rollback.

RECORD OF ORDINANCES

Resolution No. 2026-67 Passed _____, 20____

SPONSOR: PARKS COMMITTEE

A RESOLUTION AUTHORIZING AND DIRECTING THE CLERK-TREASURER TO ADVERTISE FOR BIDS FOR LABOR AND MATERIALS FOR PHASE III OF THE LIONS PARK TRAIL IMPROVEMENTS, 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 in Section 9.17 of the Ohio Revised Code shall be undertaken by advertising for and accepting sealed bids; and

WHEREAS, the Village Engineer has recommended certain improvements to the trail at Lions Park (the "Phase III Lions Park Trail Improvements"); and

WHEREAS, the Village Engineer has prepared plans and specifications for the Phase III Lions Park Trail Improvements, and estimates that the cost for labor and materials for the project 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 labor and materials for the Phase I Lions Park Trail Improvements.

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 for labor and materials necessary for the Phase III Lions Park Trail Improvements in accordance with the plans and specifications prepared by the Village Engineer.

SECTION 2: The Clerk-Treasurer of the Village is hereby authorized and directed to advertise for bids for the Phase III Lions Park Trail Improvements in accordance with the plans and specifications for the project on file in the Office of the Clerk-Treasurer. A report of the responses shall be provided to Council. The Village Engineer 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.

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 project may commence during the appropriate construction season, 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. _2026-67_ Passed _____, 20____

_____

President of Council Date

_____

Mayor Date

Attest:

_____

Clerk-Treasurer