

# Village of Mogadore

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## COUNCIL MEETING AGENDA

Wednesday, April 2, 2025

5:30 p.m.

1. Moment of Reflection – Ms. Van Dike
2. Pledge to the flag
3. Roll Call
4. Approval of the Agenda
5. Vote President Pro-Temp
6. Minutes from March 19, 2025, council meetings presented for changes, corrections, and adoption
7. Comments from the Audience on the pending legislation
8. Committee Reports
9. Old Business – None.
10. New Business –

**Ordinance 2025-19** – Ms. Miller – Sponsor: Planning Committee (Exhibit A, B)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE FROM AN R-3 ZONING DISTRICT DESIGNATION TO AN R-1 ZONING DISTRICT DESIGNATION.

**Resolution 2025-20** – Ms. Van Dike – Sponsor: Finance Committee

A RESOLUTION AUTHORIZING AND ESTABLISHING THE HERBERT STREET & NORWICH AVENUE OPWC FUND, AND DECLARING AN EMERGENCY.

**Resolution 2025-21** – Ms. Van Dike – Sponsor: Finance Committee (Exhibit A)

A RESOLUTION AMENDING RESOLUTION NO. 2024-75, INCLUDING EXHIBIT A THERETO, ENTITLED “WAGE AND BENEFIT PACKAGE FOR FULL-TIME EMPLOYEES OTHER THAN FULL-TIME SWORN LAW ENFORCEMENT AND FIRE DEPARTMENT EMPLOYEES FOR THE YEAR 2025”, AND DECLARING AN EMERGENCY.

**Resolution 2025-22** – Ms. Van Dike – Sponsor: Mayor Rick (Annexation Agreement)

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ANNEXATION AGREEMENT WITH

SUFFIELD TOWNSHIP CONCERNING THE ANNEXATION OF APPROXIMATELY 0.7676 ACRES OF LAND INTO THE VILLAGE OF MOGADORE FROM SUFFIELD TOWNSHIP, AND DECLARING AN EMERGENCY.

**Resolution 2025-23 – Ms. Van Dike – Sponsor: Finance Committee**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH VARNEY, FINK & ASSOCIATES, INC. TO PROVIDE ACCOUNTING SERVICES FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

11. Comments

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

12. Adjournment

## COUNCIL MEETING

Wednesday, March 19, 2025

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

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

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

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

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

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

Motion by Raddish second by Miller to adopt the minutes from the March 5, 2025, Council meeting. Vote. Unanimous ayes. Motion carried.

**COMMENTS FROM THE AUDIENCE ON PENDING LEGISLATION** – No Comments.

### **COMMITTEE REPORTS**

UTILITIES – Mr. Bauer was not present.

SAFETY – Mr. Yoho has one piece of legislation to read.

PARKS & RECREATION – Mr. McDowall has no report.

PLANNING AND ZONING – Ms. Miller has no report.

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

STREETS – Mr. Tonsic has two pieces of legislation to read.

Council President Raddish announced the March Work Session will be held next Wednesday, March 26th at 5:30 p.m. with all committees reporting.

**OLD BUSINESS** – None.

### **NEW BUSINESS** –

Mr. Yoho presented Resolution 2025-15 Sponsored by Safety Committee as follows:

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

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

A motion was made by Yoho to adopt Resolution 2025-15; a second was made by Tonsic. Vote. Unanimous ayes. Motion carried.

Mr. Tonsic presented Resolution 2025-16 Sponsored by Streets Committee as follows:

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

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

A motion was made by Tonsic to adopt Resolution 2025-16; a second was made by Miller.

Mayor Rick, this will cover Etter Road, from South Cleveland Avenue to Lincoln Avenue, Grant Avenue, the middle parking lot on the north end of the football field at Lions Park, and the road in Lions Park.

Vote. Unanimous ayes. Motion carried.

Mr. Tonsic presented Resolution 2025-17 Sponsored by Streets Committee as follows:

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

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

A motion was made by Tonsic to adopt Resolution 2025-17; a second was made by Van Dike.

Mayor Rick, the bid was below \$1.5 MIL.

Vote. Unanimous ayes. Motion carried.

Ms. Van Dike presented Ordinance 2025-18 Sponsored by Finance Committee as follows:

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

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

A motion was made by Van Dike to adopt Ordinance 2025-18; a second was made by McDowall.

Raddish asked for more information on the new policy for the Village's credit cards.

Varney stated the current credit card program is under First Merit. Updating the policy will be under the Huntington program and will allow more flexibility to control credit cards.

Vote. Unanimous ayes. Motion carried.

**COMMENTS from the Public:** Carl Housley, 67 First Avenue, asked if any new building permits were issued for West Village Development.

Dodson, no.

Housley asked for the total amount the Village has received in reimbursements on the SAFER Grant, the amount taken in and the balance on the fire Levy fund to date.

Jon Mencer, 242 South Cleveland Avenue, inquired about the Police K-9 traffic stops.

Mayor Rick indicated he would have the Police Chief report on that at the next work session.

Jessica Cole-Robinette, read a short statement to the council about being attacked by a dog within the Village in 2023 and how it has affected her today. Cole-Robinette feels there should be stricter laws and penalties for dog owners who do not keep their dogs leashed and asks for change in implementing stricter laws to be enforced for the safety of the community.

**COMMENTS from the Council:** Mr. Tonsic stated Mayor Rick and the Police are aware of what's going on and feel they are doing their best to address the dog at large situation.

Ms. Van Dike thanked everyone for coming.

**COMMENTS from the Law Director:** No Comments.

**COMMENTS from the Village Engineer:** No Comments.

**COMMENTS from the Clerk-Treasurer:** No Comments.

**COMMENTS from Mayor Rick:** Mayor Rick, asked the safety committee to look at the current ordinance for dogs and what needs to be changed.

Meeting adjourned at 5:46 p.m.

Attest:

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Michael Rick, Mayor

Date

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Rachel Osborne, Council Clerk

RECORD OF ORDINANCES

Ordinance No. 2025-19

Passed \_\_\_\_\_, 2025

SPONSOR: PLANNING COMMITTEE

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED WITHIN THE VILLAGE FROM AN R-3 ZONING DISTRICT DESIGNATION TO AN R-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-3 zoning district designation to an R-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-3 zoning district designation to an R-1 zoning district designation on March 12, 2025, pursuant to Section 152.133 of the Village's Codified Ordinances; and

WHEREAS, on March 12, 2025, the Village's Planning Commission voted unanimously to recommend the rezoning of the Property from an R-3 zoning district designation to an R-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-3 zoning district designation to an R-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-3 zoning district designation to an R-1 zoning district.

SECTION 2: The Village's zoning map is hereby amended to reflect the Property as part of the Village's R-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. 2025-19

Passed \_\_\_\_\_, 2025

\_\_\_\_\_  
Michael Raddish, Council President      Date

\_\_\_\_\_  
Michael Rick, Mayor      Date

Attest:

\_\_\_\_\_  
Scott Varney, Clerk-Treasurer

RECORD OF ORDINANCES

Ordinance No. 2025-19

Passed \_\_\_\_\_, 2025

**EXHIBIT A**

Map of Rezoned Parcels





RECORD OF ORDINANCES

Ordinance No. 2025-19

Passed \_\_\_\_\_, 2025

**EXHIBIT B**  
List of Rezoned Parcels

PPN 5500460

RECORD OF ORDINANCES

Ordinance No. 2025-20

Passed \_\_\_\_\_, 2025

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AUTHORIZING AND ESTABLISHING THE HERBERT STREET & NORWICH AVENUE OPWC FUND, AND DECLARING AN EMERGENCY.

WHEREAS, Section 5705.09 of the Ohio Revised Code directs the Village to establish a special fund for each class of revenues derived from a source other than the general property tax, which the law requires to be used for a particular purpose; and

WHEREAS, the Village desires to authorize and establish the Herbert Street & Norwich Avenue OPWC Fund to account for grant monies received from the Ohio Public Works Commission that will be used for the reconstruction of Herbert Street & Norwich Avenue; 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 establish the Herbert Street & Norwich Avenue OPWC Fund for the reasons set forth above.

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

SECTION 1: In accordance with Section 5705.09 of the Ohio Revised Code, the Village Council hereby directs the Clerk-Treasurer to establish the Herbert Street & Norwich Avenue OPWC Fund to allow for the accounting of money from the Ohio Public Works Commission.

SECTION 2: All monies collected from the Ohio Public Works Commission for the relevant project shall be placed in the Herbert Street & Norwich Avenue OPWC Fund, which shall be used solely for the reconstruction of Herbert Street & Norwich Avenue.

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 authorizing the establishment of the aforementioned fund so that the aforementioned grant funds may be received and spent by the Village as expeditiously 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.

RECORD OF ORDINANCES

Ordinance No. 2025-20

Passed \_\_\_\_\_, 2025

\_\_\_\_\_  
Michael Raddish, Council President      Date

\_\_\_\_\_  
Michael Rick, Mayor      Date

Attest:

\_\_\_\_\_  
Scott Varney, Clerk-Treasurer

RECORD OF ORDINANCES

Resolution No. 2025-21

Passed \_\_\_\_\_, 2025

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AMENDING RESOLUTION NO. 2024-75, INCLUDING EXHIBIT A THERETO, ENTITLED “WAGE AND BENEFIT PACKAGE FOR FULL-TIME EMPLOYEES OTHER THAN FULL-TIME SWORN LAW ENFORCEMENT AND FIRE DEPARTMENT EMPLOYEES FOR THE YEAR 2025”, AND DECLARING AN EMERGENCY.

WHEREAS, it is the recommendation of the Mayor and the Finance Committee that this Council amend Resolution No. 2024-75, and Exhibit A attached thereto, entitled “Wage and Benefits Package for Full-Time Employees Other Than Full-Time Sworn Law Enforcement and Fire Department Employees For The Year 2025,” to account for changes in the law and consistency purposes among Village employees, other than the full-time sworn law enforcement and fire department employees; 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 amend Resolution No. 2024-75 and the Exhibit A attached thereto for the reason set forth above.

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

SECTION 1: Resolution 2024-75 and Exhibit A attached thereto are hereby amended as set forth in the attached Exhibit A, entitled “Wage and Benefits Package for Full-Time Employees Other Than Full-Time Sworn Law Enforcement and Fire Department Employees For The Year 2025,” which is incorporated herein.

SECTION 2: This Resolution shall be effective immediately upon passage by Council.

SECTION 3: All other ordinances, resolutions, or parts of other ordinances and resolutions which may be in conflict with the provisions of this ordinance are hereby declared null and void and are of no further force and effect.

SECTION 4: The Village of Mogadore 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 updating the wage and benefits package for employees of the Village, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

RECORD OF ORDINANCES

Resolution No. 2025-21

Passed \_\_\_\_\_, 2025

\_\_\_\_\_  
Michael Raddish, Council President      Date

\_\_\_\_\_  
Michael Rick, Mayor      Date

Attest:

\_\_\_\_\_  
Scott Varney, Clerk-Treasurer

WAGE AND BENEFIT PACKAGE FOR  
FULL-TIME EMPLOYEES OTHER THAN  
FULL-TIME SWORN LAW ENFORCEMENT AND  
FIRE DEPARTMENT EMPLOYEES  
FOR THE YEAR 2025

Effective Date: April 2, 2025

The provisions of this Wage and Benefit Package apply to all full-time employees of the Village of Mogadore other than full-time sworn law enforcement and fire department employees, and shall include, but not be limited to, the Street Department Supervisor, Street Department Employees, the Assistant Clerk-Treasurer, and Police Department Administrative Assistant/Mayor's Court Clerk, provided, however, that where a Section of this Wage and Benefits Package expressly applies to only a portion of such full-time employees, that Section shall apply only to that portion of the full-time employees. This Wage and Benefits Package does not apply to any part-time employees of the Village of Mogadore.

Unless otherwise expressly stated, each provision of this Wage and Benefit Package shall be effective as of the Effective Date set forth above.

SECTION 1: WAGES. Employees shall be compensated according to the following scale:

<u>Street Department Employees:</u>	2025 - \$25.88 per hour
<u>Street Department Supervisor:</u>	2025 - \$33.68 per hour
<u>Assistant Clerk-Treasurer:</u>	As established by separate ordinance.
<u>Administrative Assistant/Mayor's Court Clerk:</u>	As established by separate ordinance.

SECTION 2: NEW FULL TIME EMPLOYEES.

New full-time employees shall be hired and compensated at the rates set forth in Section 1.

SECTION 3: CLOTHING ALLOWANCE.

For the Street Department Supervisor and Street Department Employees, in addition to the uniforms provided by the Village of Mogadore to full-time street employees including the street supervisor, said employees shall receive an allowance of \$450.00 for 2024 per person for the purchase of inclement weather clothing. Upon proof of purchase of said clothing by way of receipts presented to the Clerk-Treasurer, said full-time employee shall be reimbursed for said expense. Purchase of jackets or any other type of exposed apparel shall be of uniform color.

SECTION 4: INSURANCE.

a) The Employer will provide insurance on behalf of each full-time employee working more than 30 hours per week and eligible dependents for hospitalization, medical, vision, and dental insurance. Monthly premium payroll deductions and required co-pays for all employees shall be in accordance with the schedule provided by the County of Summit to participate in the County's regionalized health insurance program.

b) Insurance coverage shall be also provided for the surviving spouse and/or eligible children of a deceased employee for a period of three (3) months after death.

c) The Employer will provide and pay the full premium for all full-time employees for a life insurance policy in the face of fifty thousand dollars (\$50,000.00).

d) The Employer expressly reserves the right to change insurance coverage or carriers, so long as the new coverage meets the requirements contained within this Section 4.

SECTION 5: LONGEVITY.

On the first day of the month following a full-time employee's completion of four, nine, fourteen, nineteen, and twenty-four years of service with the Village of Mogadore said full-time employees shall be entitled to, in addition to current base salary an amount equal to two, three, four, five, and six percent respectively of the current base salary.

SECTION 6: ACTING SUPERVISOR.

In the absence of the Street Department Supervisor due to vacation, personal or sick time, the Street Department Supervisor shall designate from amongst the Street Department Employees a person to act as Acting Supervisor, and such person, while serving as Acting Supervisor, shall be compensated at a rate of Five Dollars (\$5.00) per hour over and above his or her normal rate of compensation. Said compensation applies to any hours worked as the Acting Supervisor, and it shall be the responsibility of the Street Department Supervisor to designate the Acting Supervisor and the applicable hours per time cards when warranted.

SECTION 7: WORK WEEK.

The standard work week shall be defined as five (5) eight (8) hour days, totaling forty (40) hours. The standard work day shall be as follows for the following employees:

<u>Street Department Employees:</u>	7:30am-3:30pm from Oct. 1 <sup>st</sup> to May 31 <sup>st</sup> . 7:00am-3:00pm from June 1 <sup>st</sup> to Sept. 30 <sup>th</sup> Paid ½ hour lunch; Two 15-minute paid breaks.
<u>Street Department Supervisor:</u>	Same as Street Department Employees.

Assistant Clerk-Treasurer: 8:00am-4:30pm, with a ½ hour unpaid lunch.

Administrative Assistant/Mayor's Court Clerk: 8:30am-4:30pm, with a ½ hour paid lunch.

The Mayor shall have the discretion to call-in employees prior to the start of the standard work day and commence any particular work day earlier than as stated above.

All employees paid in excess of eight (8) hours per work day or forty (40) hours in a work week, shall be compensated at the rate of one and one-half times the employee's regular rate for all overtime. All hours that are paid shall be included in the computation of overtime.

Paychecks shall be issued Bi-weekly.

#### SECTION 8: SHIFT DIFFERENTIAL.

Street Department workers and the Street Supervisor will be compensated with a SHIFT DIFFERENTIAL of five dollars (\$5.00) per hour paid for hours worked between the hours of. 3:30 p.m. and 7:30 a.m.. The shift differential will only be paid for regular hours worked. Shift differential will not be paid if the employee works between 3:30 p.m. and 7:30 a.m. and these are overtime hours. The employee will receive overtime pay only for these hours.

**Additionally, Street Department workers and the Street Supervisor will be compensated at the rate of one and one-half times the employee's regular rate of pay for all time worked prior to the 7:30am start of their shift in the event they are called in early by the Mayor for snow-plowing purposes between October 1<sup>st</sup> and May 31<sup>st</sup>. However, such shift differential will not be paid if such hours are overtime hours. The employee will receive overtime pay only for these hours.**

#### SECTION 9: SICK LEAVE.

All full-time employees shall be entitled to accumulate 4.6 hours of sick leave for each two-week pay period worked. Unused sick leave may be cumulative up to 1,200 hours. Upon a bona fide retirement with the Ohio Public Employee Retirement System, or upon disability while an employee of the Village, cash payment of a maximum of 600 hours days shall be compensated to such employee at the option of the Village either as a lump sum or as an early retirement, to be paid in cash along with the general Village payroll.

In order to be entitled to sick leave of over three (3) consecutive days, employees must submit a doctor's certificate attesting to the sickness involved, which must be submitted to the Mayor. The Mayor shall have full authority to investigate such claims for sick leave and allow or disallow the Leave.

The following Sick Leave Bonuses will be made available effective the first pay period in January, based on an employee's attendance in the previous calendar year:



- 1) Taken no sick leave - 16 hours pay
- 2) Taken 8 hours or less sick leave - 8 hours pay

#### 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. 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 above categories of relatives 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.

#### SECTION 11: HOLIDAYS & PERSONAL LEAVE.

Each full-time employee shall be paid for the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day.

Compensation for hourly-paid employees for said holidays shall be computed for each individual employee on the basis of such employee's most recent hourly rate and on a forty (40) hour week. If any holiday described above, falls on a Saturday or Sunday, the Friday before or the Monday after, shall be a paid holiday for all full-time employees not scheduled normally to work on such a Saturday or Sunday.

If an employee is required to work on any of the holidays listed, he or she shall be entitled to pay for such time at the rate of two times the employee's regular hourly rate.

In addition, each full-time employee shall be paid for 32 hours of personal leave at regular pay to be taken any day through the year with their supervisor's approval.

#### SECTION 12: VACATION.

All full-time employees shall be entitled to 40 hours of vacation leave after completion of six (6) months of service with the Village; an additional 40 hours of vacation leave after completion of one(1) year of service with the Village; 80 hours of vacation leave per year after completion of two (2) years but less than five (5) years of service with the Village; 120 hours of vacation leave

per year after completion of five (5) years but less than ten years of service, 160 hours of vacation leave per year after completion of ten (10) years but less than fifteen (15) years of service with the Village; and five 200 hours of vacation leave per year after completion of fifteen (15) or more years of service with the Village.

For purposes of this provision, the term full-time employee shall be an employee who is regularly and normally scheduled to work forty (40) hours per week. All vacation shall be paid at the straight time rate. Although the Village shall attempt to accommodate its employees in scheduling vacations, all vacations shall be scheduled at the convenience of the Village.

Any full-time employee who is entitled to 200 hours of vacation leave may, at the approval of the Mayor, elect to forego the taking of all but 80 hours of vacation leave and receive an amount of compensation commensurate with the vacation leave earned but not used during this time. The compensation will be paid over pay periods in the year in which the vacation could have been taken, or may be paid in a lump-sum with one pay period, at the employee's election. Any full-time employee wishing to select this option must give notice of intent in writing to the Mayor by March 1<sup>st</sup> in the year the employee wishes to elect the option.

#### SECTION 13: DISABILITY RETIREMENT.

In the event a full-time employee is separated from Village employment by reason of disability retirement, the employee shall receive payment for any unused portion of the earned vacation, based on rate of pay at the time the employee is removed from the payroll.

In the event, a full-time employee is separated from Village employment by reason of disability retirement, the employee shall receive payment for unused accumulated sick leave hours, based on rate of pay at the time the employee is removed from the payroll.

#### SECTION 14: INJURY LEAVE.

If an employee is absent from work because of an injury received in the line of duty, the employee shall continue to receive a salary which, together with Workmen's Compensation, shall equal his regular pay and for a time equal to the employee's allowed sick leave without such time being charged against his sick leave.

#### SECTION 15: COMPENSATORY TIME.

A full-time employee who is entitled to overtime compensation may elect to receive compensatory time in lieu of paid overtime. Compensatory time shall be earned at the same rate as overtime pay one and one-half (1½) times the hours worked. If an employee elects to earn compensatory time, such time shall be placed in a "comp bank" for use as future time off, not to exceed a maximum accumulation of 120 hours per employee. In the event an employee reaches the 120-hour maximum, any overtime earned thereafter shall be paid. The 120-hour bank shall be a revolving bank in which as compensatory hours are used, they can be earned again to the established

maximum.

An employee may elect to be paid time accumulated in his or her comp bank, provided that compensatory time shall only be paid quarterly and only so long as a request for payment has been submitted by the employee at least one (1) week prior to the end of the last full pay period in May, August, November, or February. Such payments shall be made with the first pay period of June, September, December, or March.

Each employee shall be responsible for designating, in writing to his or her supervisor, his or her election of pay or compensatory time for overtime at the conclusion of the time worked. Alternatively, the employee may make a one-time election to receive compensatory time in lieu of paid overtime, which may also be revoked by the employee at any time. Failure of an employee to so designate will result in a default payment of overtime.

Compensatory time off may be granted with at least twenty-four (24) hour prior notice to, and approval of, the employee's supervisor. Although the Village shall attempt to accommodate its employees in scheduling of compensatory time, all use of compensatory time shall be scheduled at the convenience of the Village. Compensatory time cannot be used as time off during the same pay period in which is accrued.

All remaining compensatory time for a deceased employee shall be paid to the employee's spouse or, if unmarried, to their designated beneficiary.

#### SECTION 16: PARENTAL LEAVE.

Full-time employees may be entitled to up to twelve (12) weeks of parental leave for the care of a child, to be taken in one increment at any time within 1 year after the birth or adoption of the employee's child.

During the twelve (12) weeks of the parental leave, the employee shall exhaust all accrued vacation time, compensatory time, sick leave time and/or personal time up to an equivalent of ten (10) weeks of such time/leave. Upon the exhaustion of all such paid leave, or ten (10) weeks of paid leave, whichever comes first, the employee shall be afforded an additional two (2) weeks of paid leave. Any remaining parental leave within the twelve (12) weeks afforded the employee shall be unpaid leave under the Family Medical Leave Act.

Upon return to service following parental leave, the Village shall reinstate the employee to his or her full former position which includes but is not limited to any benefits that may have been accrued in the interim.

RECORD OF ORDINANCES

Resolution No. 2025-22

Passed \_\_\_\_\_, 2025

SPONSOR: MAYOR RICK

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ANNEXATION AGREEMENT WITH SUFFIELD TOWNSHIP CONCERNING THE ANNEXATION OF APPROXIMATELY 0.7676 ACRES OF LAND INTO THE VILLAGE OF MOGADORE FROM SUFFIELD TOWNSHIP, AND DECLARING AN EMERGENCY.

WHEREAS, the Village and Suffield Township are political subdivisions located adjacent and contiguous to each other within Portage County, Ohio ("County" herein); and

WHEREAS, Testa Mogadore, LLC (the "Petitioner"), the owner of approximately 0.7676 acres of land (the "Property") located in Suffield Township has indicated its desire to petition the County Commissioners of Portage County, Ohio for the annexation of such Property into the Village of Mogadore ("Annexation"); and

WHEREAS, the Village desires to enter into an Annexation Agreement with Suffield Township to agree to the Annexation of the Property and to further outline the procedures, obligations and entitlements of each party under the Annexation, a copy of said Annexation Agreement is attached hereto as Exhibit A (the "Annexation Agreement"); and

WHEREAS, pursuant to the Annexation Agreement, the Village further intends, upon the Annexation of the Property to the Village, to provide services to the Property similar to the services provided to other properties within the Village; and

WHEREAS, the Village believes that the Annexation of the Property will benefit the mutual interests of the Village and Township, including, but not limited to development in the Village; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to enter into the Annexation Agreement with Suffield Township for the Property.

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 enter into the Annexation Agreement providing for the Annexation of the Property, attached hereto as Exhibit A, on behalf of the Village.

SECTION 2: That the Mayor and Clerk-Treasurer are hereby authorized and directed to sign all necessary documents to effectuate the entering of, execution and implementation of said Annexation Agreement and to further undertake and complete the Annexation of the Property.

RECORD OF ORDINANCES

Resolution No. 2025-22

Passed \_\_\_\_\_, 2025

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 expediting the annexation of the Property to foster development within the Village, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

\_\_\_\_\_  
Michael Raddish, Council President      Date

\_\_\_\_\_  
Michael Rick, Mayor      Date

Attest:

\_\_\_\_\_  
Scott Varney, Clerk-Treasurer

## ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) by and between the Board of Trustees of Suffield Township, the legislative authority of and for Suffield Township, an Ohio township duly organized and validly existing under the laws of the State of Ohio (the “Township”), and the Council of the Village of Mogadore, Ohio, the legislative authority of and for the Village of Mogadore, Ohio, an Ohio municipal corporation duly organized and validly existing under its Charter and the laws of the State of Ohio (the “Village”) and, collectively with the Township, the “Parties” and each a “Party”).

WHEREAS, the Township and Village are political subdivisions located adjacent and contiguous to each other within Portage County, Ohio ("County" herein); and

WHEREAS, the Township and Village have cooperated in numerous matters in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and

WHEREAS, a certain landowner, Testa Mogadore, LLC, (the “Petitioner”) intends to file a petition pursuant to Section 709.02 of the Ohio Revised Code (the “Annexation Petition”), for the annexation into the Village of 0.7676 acres of real property, which represents a portion of permanent parcel number \_\_\_\_\_ in the Portage County Records (the “Annexation Property”), as the same is fully described on Exhibit A, and depicted on Exhibit B, each of which are attached hereto and incorporated herein by reference (provided there is any discrepancy between Exhibits A and B, the language contained in Exhibit A shall prevail); and

WHEREAS, upon annexation of the Annexation Property into the Village, the same will be incorporated into the \_\_\_\_\_ development, which is currently being undertaken by the Petitioner; and

WHEREAS, the Village has further agreed that upon the annexation of the Annexation Property into the Village, the Village will provide services to the Annexation Property; and

WHEREAS, the annexation of the Annexation Property will, if successful, support development of, and in the general area of, the Annexation Property, and the uniform, efficient provision of services and infrastructure in various forms; and

WHEREAS, the Parties believe that annexation of the Annexation Property will otherwise benefit their mutual interests if annexed to the Village; and,

WHEREAS, this Agreement is authorized under the provisions of Section 709.021, 709.022 and 709.192 of the Ohio Revised Code and other applicable laws of the state of Ohio, and has been approved by the respective legislative authority of both Parties.

NOW, THEREFORE, in consideration for the mutual promises contained herein, the Parties covenant and agree as follows:

**ARTICLE 1**  
**ANNEXATION OF ANNEXATION PROPERTY AND LIMITATIONS**

**Section 1.1. Designation of Annexation Property.** This Agreement shall apply to the annexation of the Annexation Property enumerated on Attachment B. The perimeter boundary of the Annexation Property is graphically set forth on Attachment A for purposes of reference only.

**Section 1.2. Annexation of Annexation Property.** The Township agrees and consents to the annexation of the Annexation Property to the Village in accordance with Ohio law and the terms of the Agreement.

**A. Procedure:** The Petitioner shall file the Petition to annex the Annexation property to the Village pursuant to, and shall comply with, the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code, more commonly known as a Type I Expedited Annexation. Any such annexation of the Annexation Property shall also comply with the terms of this Agreement.

**B. Scope of Petition:** The agent for the Petitioner, which shall also be Testa Mogadore, LLC shall file a single Petition for the annexation of all of the Annexation Property.

**C. Time Frame:** This Agreement shall only apply if the Petition is filed by the Petitioner with the Clerk of the Board of the Portage County Commissioners (the "Commissioners") on or before July 1, 2025, and, upon filing, is diligently processed to completion in order to accomplish the annexation of the Annexation Property to the Village pursuant to the terms of this Agreement.

**D. Cooperative Efforts:** Upon the filing of the Petition in accordance with the terms of this Agreement, the Township and the Village shall cooperate in good faith to facilitate the approval and success of such Petition. In such an instance, each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners.

**ARTICLE 2**  
**ANNEXATION PROPERTY ZONING AND**  
**LIMITATIONS**

**Section 2.1. Zoning and Development of the Annexation Property.** The Annexation Property is currently zoned in the Township as a RR-Rural Residential District under the Suffield Township Zoning Resolution. Upon the annexation of and the acceptance by the Village of the Annexation Property, the annexed parcel shall become a part of the R-1 Residential District under the Village's Zoning Code, and shall be subject to the Village's Zoning Code.

### **ARTICLE 3 SERVICES**

Section 3.1. Contribution of Services. Upon the annexation of the Annexation Property to the Village, the Village shall, as reasonably as possible, furnish to Annexation Property all the customary governmental services furnished by the Village to other areas of the Village, including, but not limited to police, fire, EMS, street maintenance, stormwater management.

### **ARTICLE 4 TERM OF AGREEMENT**

Section 4.1. Term and Renewal. The initial term of this Agreement (the "Initial Term") shall be for a period of fifty (50) years, commencing on the Effective Date and shall, upon timely prior written notice, terminate at midnight, on the day before the 50<sup>th</sup> anniversary of the Effective Date. Unless all legislative authorities of the Parties affirmatively act to terminate this Agreement within one (1) year prior to the expiration of the Initial Term or any subsequent twenty-five (25) year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of twenty-five (25) years, and this Agreement shall continue to be automatically renewed thereafter for similar twenty-five (25) year periods at the end of each renewal period with no limit upon the number of such renewals. The provision herein for automatic extension of this Agreement recognizes that the accrual of benefits to the Parties from this Agreement may take decades. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

### **ARTICLE 5 GENERAL PROVISIONS**

Section 5.1. Support of Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

Section 5.2. Signing Other Documents. In furtherance of Section 1.2(D), the Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

Section 5.3. Mediation. In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement



be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

Section 5.4. Default. A failure to comply with the material terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available.

Section 5.5. Amendments. This Agreement may be amended only by a writing approved by the legislative authorities of all of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

Section 5.6. Immunities Preserved. By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

Section 5.7. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 5.8. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to township under any provisions of the Ohio Constitution or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest it, or any provisions contained herein.

Section 5.9. Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

Section 5.10. Agreement. The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 and other applicable provisions of the Ohio Revised Code.

Section 5.11. Liberal Construction. The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

Section 5.12. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

The Township at:

Suffield Township Board of Trustees  
1262 Waterloo Road  
Mogadore, Ohio 44260  
Attention: Fiscal Officer

With a copy simultaneously sent or delivered to:

Portage County Prosecutor's Office, Civil Division  
241 South Chestnut Street  
Ravenna, Ohio 44266

The Village at:

Village of Mogadore  
135 South Cleveland Avenue  
Mogadore, Ohio 44260  
Attention: Mayor

With a copy simultaneously sent or delivered to:

Roetzel & Andress  
222 S. Main St.  
Suite 400  
Akron, OH 44308  
Attn: Jason D. Dodson, Esq.

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

Section 5.13. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

Section 5.14. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 5.15. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Portage County, Ohio.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers on the Effective Date set forth above.

**THE VILLAGE OF MOGADORE  
PORTAGE AND SUMMIT COUNTIES,  
OHIO**

---

By: Michael Rick, Mayor

Approved as to form and correctness:

---

Jason D. Dodson, Law Director

**SUFFIELD TOWNSHIP  
PORTAGE COUNTY, OHIO**

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Jeffrey A. Eldreth, Chairperson

---

Jared A. Phillip, Vice-Chairperson

---

Thomas E. Calcei, Trustee

Approved as to form and correctness:

---

Portage County Prosecutor

## FISCAL OFFICERS' CERTIFICATIONS

The undersigned Fiscal Officer of Suffield Township, Portage County, Ohio hereby certifies that the moneys required to meet the financial obligations of the Township under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

---

Fiscal Officer  
Suffield Township, Portage County, Ohio

The undersigned Clerk-Treasurer of Village of Mogadore, Ohio hereby certifies that the moneys required to meet the financial obligations of the City under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

---

Clerk-Treasurer  
Village of Mogadore

**EXHIBIT A**

**DESCRIPTION OF THE ANNEXATION PROPERTY**

See attached.



January 7, 2019

ANNEXATION TO VILLAGE OF MOGADORE  
EXHIBIT   A    
LEGAL DESCRIPTION  
0.7676 ACRES

Situated in the Township of Suffield, County of Portage and State of Ohio, known as being part of Original Suffield Township Lot 46 and being a part of the lands conveyed to Testa Mogadore, LLC by deed in Instrument Number 201510395 of Portage County Records and previously known as all of the lands conveyed to West's Mogadore Country Club L.P. by deed in Instrument Number 201123701 of Portage County records, said parcel being more fully described as follows:

Beginning at the southwesterly corner of the lands conveyed to Christopher Mallin by deed in Instrument Number 200413345 of Portage County Records, on the easterly line of Summit County, on the westerly line of said Lot 46 and on the westerly line of Portage County (referenced by a stone with a drill hole found in a monument box at the northwesterly corner of said Lot 46 and at the intersection of the centerline of Saxe Road and the centerline of Mogadore Road at North 00°16'45" West, 1,866.85 feet), said corner also being the TRUE PLACE OF BEGINNING for the parcel area intended to be annexed herein described;

**COURSE NO. 1:** Thence **South 89°-44'-02" East, 209.45 feet** along the southerly line of said Mallin lands, passing a 5/8-inch iron pin with cap marked "Campbell" found at 13.27 feet, to a 5/8-inch iron pin with cap stamped "Campbell" on a westerly corporation line of the Village of Mogadore;

**COURSE NO. 2:** Thence **South 00°-11'-53" East, 159.64 feet** along a westerly corporation line of said Village of Mogadore;

**COURSE NO. 3:** Thence **North 89°-46'-54" West, 209.22 feet** along a northerly corporation line of said Village of Mogadore to the easterly line of said Summit County, westerly line of said Lot 46, and the westerly line of said Portage County;

**COURSE NO. 4:** Thence **North 00°-16'-45" West, 159.81 feet** along the easterly line of said Summit County, the westerly line of said Lot 46, and the westerly line of said Portage County to the True Place of Beginning and containing **0.7676 acres** of land, more or less, as determined in January 2019 by Adam D. Treat, P.S. 8058 for **Environmental Design Group** under project number 16-00377-0420 and being subject to all legal highways, easements and restrictions of record.

The above described lands are intended to be annexed to the Village of Mogadore and shall not be used as described for as a buildable parcel without the approval of the Village of Mogadore Planning department, their successors or assigns.



January 7, 2019

ANNEXATION TO VILLAGE OF MOGADORE  
EXHIBIT \_\_\_\_\_  
LEGAL DESCRIPTION  
0.7676 ACRES

The basis of bearings for this survey are from GNSS observations to the Ohio State Plane Coordinates System, North Zone, NAD83 (2011) datum derived through the O.D.O.T. V.R.S. Network.

A handwritten signature in blue ink that reads "Adam D. Treat".

ADAM D. TREAT

Ohio Registered Professional Surveyor No. 8058





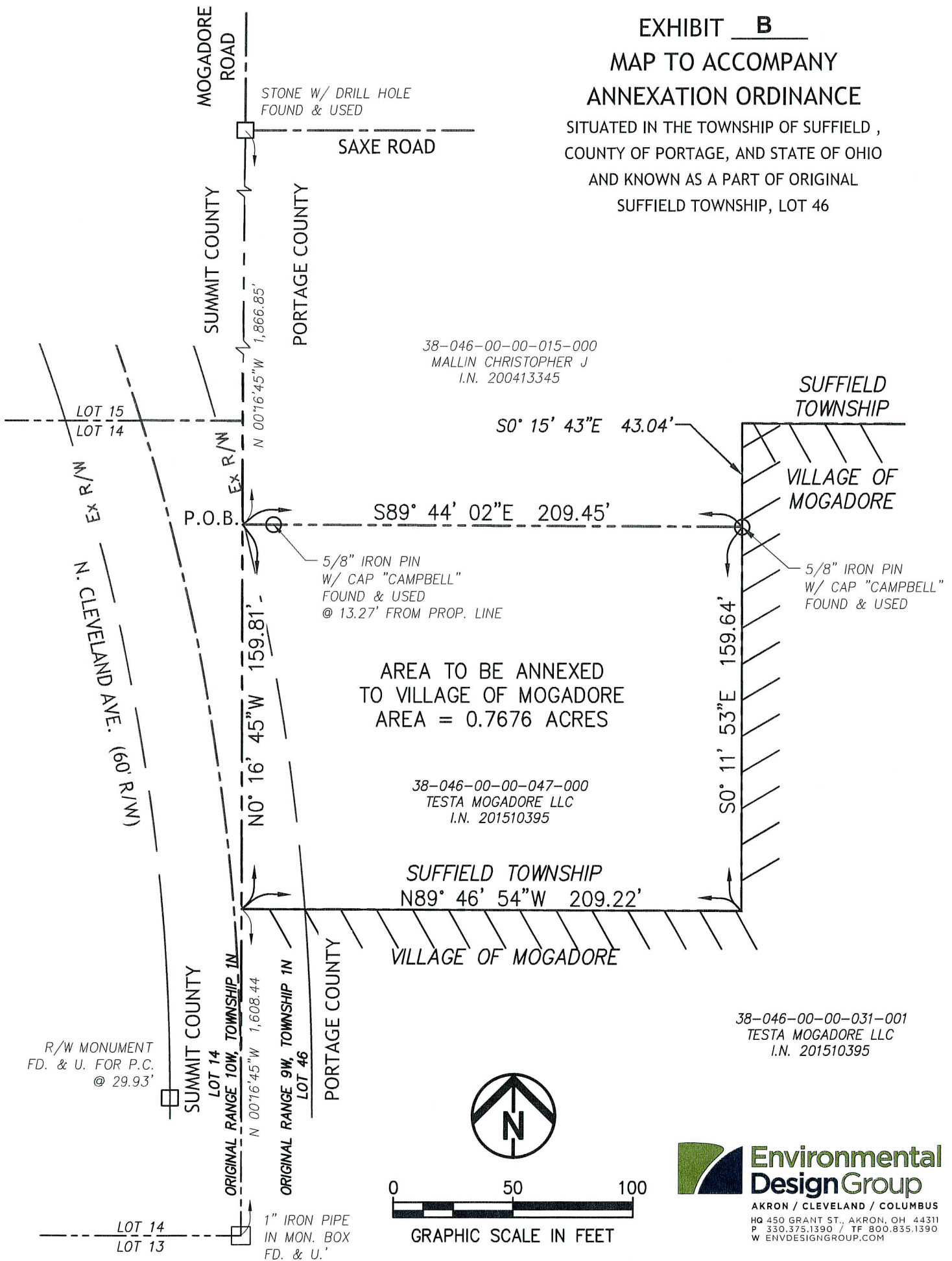
**EXHIBIT B**

**DEPICTION OF THE ANNEXATION PROPERTY**

See attached.

**EXHIBIT B**  
**MAP TO ACCOMPANY**  
**ANNEXATION ORDINANCE**

SITUATED IN THE TOWNSHIP OF SUFFIELD ,  
 COUNTY OF PORTAGE, AND STATE OF OHIO  
 AND KNOWN AS A PART OF ORIGINAL  
 SUFFIELD TOWNSHIP, LOT 46



38-046-00-00-015-000  
 MALLIN CHRISTOPHER J  
 I.N. 200413345

S0° 15' 43"E 43.04'

S89° 44' 02"E 209.45'

5/8" IRON PIN  
 W/ CAP "CAMPBELL"  
 FOUND & USED  
 @ 13.27' FROM PROP. LINE

SUFFIELD  
 TOWNSHIP

VILLAGE OF  
 MOGADORE

5/8" IRON PIN  
 W/ CAP "CAMPBELL"  
 FOUND & USED

AREA TO BE ANNEXED  
 TO VILLAGE OF MOGADORE  
 AREA = 0.7676 ACRES

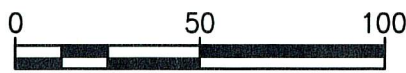
38-046-00-00-047-000  
 TESTA MOGADORE LLC  
 I.N. 201510395

SUFFIELD TOWNSHIP  
 N89° 46' 54"W 209.22'

S0° 11' 53"E 159.64'

38-046-00-00-031-001  
 TESTA MOGADORE LLC  
 I.N. 201510395

R/W MONUMENT  
 FD. & U. FOR P.C.  
 @ 29.93'



GRAPHIC SCALE IN FEET



AKRON / CLEVELAND / COLUMBUS  
 HQ 450 GRANT ST., AKRON, OH 44311  
 P 330.375.1390 / TF 800.835.1390  
 W ENVDESIGNGROUP.COM

RECORD OF ORDINANCES

Ordinance No. 2025-23

Passed \_\_\_\_\_, 2025

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH VARNEY, FINK & ASSOCIATES, INC. TO PROVIDE ACCOUNTING SERVICES FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Resolution No. 2024-95, Council extended the current agreement with the firm of Varney, Fink & Associates, Inc. for the provision of accounting services for the Village, at the current 2024 rates, for a three-month term commencing January 1, 2025, and continuing until March 31, 2025; and

WHEREAS, Varney, Fink & Associates has provided the Mayor with a new agreement to continue to provide its accounting services for the Village at the same rates for the remainder of the 2025 calendar year, through December 31, 2025; 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 a new agreement with Varney, Fink & Associates for accounting services until December 31, 2025, at the same rates.

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 execute a new agreement with the firm of Varney, Fink & Associates, Inc. to provide accounting services to the Village for the remainder of 2025, through December 31, 2025, at the same rates.

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

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

SECTION 4: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately utilizing the accounting services as close as possible to the expiration of the current term, 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

Ordinance No. 2025-23

Passed \_\_\_\_\_, 2025

\_\_\_\_\_  
Michael Raddish, Council President      Date

\_\_\_\_\_  
Michael Rick, Mayor      Date

Attest:

\_\_\_\_\_  
Scott Varney, Clerk-Treasurer