

## RECORD OF ORDINANCES

Resolution No. 2025-39Passed August 20, 2025

SPONSOR: MAYOR RICK

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REVISED 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 (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 previously adopted Resolution 2025-22, which previously approved the Annexation Agreement; and

WHEREAS, following the adoption of Resolution 2025-22, the Portage County Prosecutor proposed revisions to the Annexation Agreement, and a revised version of the same is attached hereto as Exhibit A (the "Revised Annexation Agreement"); and

WHEREAS, this Council has determined that the Revised Annexation Agreement will also benefit the mutual interest of the Village and Township; 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 Revised Annexation Agreement with Suffield Township for the Property.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Mogadore, Counties

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of Summit and Portage, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into the Revised 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 Revised Annexation Agreement and to further undertake and complete the Annexation of the Property.

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 8-20-25  
Michael Raddish, Council President Date

Michael Rick 8-20-25  
Michael Rick, Mayor Date

Attest:

Scott Varney  
Scott Varney, Clerk-Treasurer

## ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into as of the 20<sup>th</sup> day of August, 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 38-046-00-00-047-000 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 West Village 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 January 1, 2026, 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.

**E. No Withdrawal.** The Village agrees that it shall not take any action, legislative or otherwise, to remove the Annexation Property from the Township pursuant to Section 503.07 of the Ohio Revised Code.

## **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**

\_\_\_\_\_  
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.

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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 Village under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Village 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.



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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.

*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

