

# Village of Mogadore

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## COUNCIL MEETING AGENDA

Wednesday, September 3, 2025

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 July 16, 2025, and August 20, 2025, council meetings presented for changes, corrections, and adoption
6. Comments from the Audience on the pending legislation
7. Committee Reports
8. Old Business – **Second Reading**  
**Ordinance 2025-38** – Ms. Miller – Sponsor: Planning and Zoning (Exhibit A)  
AN ORDINANCE AMENDING SECTION 152.128 OF THE CODIFIED ORDINANCES ENTITLED “ZONING PERMIT REQUIRED”, AND DECLARING AN EMERGENCY.
9. New Business –  
**Resolution 2025-47** – Ms. Van Dike - Sponsor: Finance Committee (Agreement Attached)  
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE REVISED SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR JOB CREATION AND RETENTION AND TAX REVENUE SHARING, AND DECLARING AN EMERGENCY.  
  
**Resolution 2025-48** – Mr. Yoho - Sponsor: Safety Committee  
A RESOLUTION CONFIRMING THE APPOINTMENT OF SETH DOWLER AS FIRE CHIEF OF THE VILLAGE, EFFECTIVE DECEMBER 28, 2025, AND DECLARING AN EMERGENCY.  
  
**Resolution 2025-49** – Mr. Yoho - Sponsor: Safety Committee  
A RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE INCIDENT COMMAND TRAILER PROJECT FOR THE MOGADORE POLICE DEPARTMENT, AUTHORIZING AND DIRECTING THE CLERK-TREASURER TO RE-ADVERTISE FOR BIDS FOR THE INCIDENT COMMAND TRAILER, AND DECLARING AN EMERGENCY.

**Resolution 2025-50** – Ms. Van Dike - Sponsor: Finance Committee (Handbook Attached)

A RESOLUTION AMENDING THE FULL-TIME FIREFIGHTER HANDBOOK TO INCREASE THE AMOUNT OF UNUSED SICK LEAVE PAID OUT UPON RETIREMENT, AND DECLARING AN EMERGENCY.

**Resolution 2025-51** – Ms. Van Dike - Sponsor: Finance Committee (Exhibit A)

A RESOLUTION AMENDING RESOLUTION NO. 2025-21, 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 2025-52** – Ms. Van Dike - Sponsor: Finance Committee

A RESOLUTION AMENDING SECTION 2 OF RESOLUTION NO. 2024-77 CONCERNING THE COMPENSATION AND BENEFITS PROVIDED BY THE VILLAGE TO THE FIRE CHIEF, AND DECLARING AN EMERGENCY.

**Resolution 2025-53** – Ms. Van Dike - Sponsor: Finance Committee

A RESOLUTION PROVIDING FOR FIRE CHIEF JOHN CAIN TO RECEIVE THE SAME RETIREMENT BONUS AS PART-TIME FIREFIGHTERS WITH MORE THAN 35 YEARS OF SERVICE WITH THE VILLAGE, 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

First Reading: August 20, 2025

Second Reading: September 3, 2025

Ordinance No. 2025-38

Passed \_\_\_\_\_, 20 25

SPONSOR: PLANNING AND ZONING

AN ORDINANCE AMENDING SECTION 152.128 OF THE CODIFIED ORDINANCES ENTITLED "ZONING PERMIT REQUIRED", AND DECLARING AN EMERGENCY.

WHEREAS, Section 152.128 of the Codified Ordinances of the Village, entitled "Zoning Permit Required" provides for the issuance of zoning permits by the Village; and

WHEREAS, this Council desires to amend 152.128 to provide that zoning permits issued by the Village expire one year following issuance if the work permitted thereunder is not complete.

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to amend Section 152.128 of the Codified Ordinances of the Village as set forth on Exhibit A to provide for the expiration of said zoning permits issued by the Village expire one.

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

SECTION 1: This Council hereby amends Section 152.1284 of the Codified Ordinances of the Village as set forth on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in this formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately providing for the expiration of zoning permits one year after the same are issued in order to maintain orderly zoning within the Village, and, provided this Ordinance receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

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

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RECORD OF ORDINANCES

First Reading: August 20, 2025

Second Reading: September 3, 2025

Ordinance No. 2025-38

Passed \_\_\_\_\_, 20 25

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

\_\_\_\_\_  
Date

Attest:

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

## RECORD OF ORDINANCES

First Reading: August 20, 2025

Second Reading: September 3, 2025

Ordinance No. 2025-38Passed \_\_\_\_\_, 20 25**EXHIBIT A****§ 152.128 ZONING PERMIT REQUIRED.**

No building or structure shall be erected, added to, or structurally altered until a permit therefore has been issued by the Clerk-Treasurer or other duly authorized official. All applications for such permits shall be submitted by the owner or lessees of the property concerned, or an agent thereof, in such form as adopted by the village, and in accordance with the requirements of this chapter and all other ordinances pertaining thereto, and unless upon written order of the Board of Zoning Appeals, no such zoning permit or certificate shall be issued for any building where said construction, addition, or alteration of use thereof would be in violation of any of the provisions of this chapter. Further, no permits shall be issued unless the property upon which the proposed building or structure is to be erected abuts a street which has been publicly dedicated and accepted by the municipality. Additionally, no such permit shall be issued for such new buildings or structures unless the applicant therefore has obtained a right-of-way permit for sewer and water or a private septic permit, or any other items requiring road opening.

Any zoning permit issued by the Village shall expire on the one-year anniversary of the issuance if the erection, addition or alteration of a structure or building for which the permit has been issued has not been completed by that date. If the erection, addition or alteration of a structure or building for which the permit has been issued has commenced prior to the one-year anniversary of the issuance, but has not yet been completed, then the owner, lessee or agent shall not be required to re-apply for the zoning permit, shall only be required to pay an additional \$25 extension fee, and will not forfeit his or her previously paid deposit. Otherwise, the owner, lessee, or agent shall be required to re-apply and obtain a new zoning permit, pay the full application fee and deposit, and shall forfeit any previously deposited funds.

RECORD OF ORDINANCES

Resolution No. 2025-47

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

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE REVISED SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR JOB CREATION AND RETENTION AND TAX REVENUE SHARING, AND DECLARING AN EMERGENCY.

WHEREAS, the Village is currently a party to the Summit County Intergovernmental Memorandum of Understanding for Job Creation and Retention and Tax Revenue Sharing ("Job Creation and Retention MOU"), together with most other communities in Summit County; and

WHEREAS, the Job Creation and Retention MOU provides for the sharing of a portion of income tax revenue between participatory communities in certain circumstances where a business relocates from one community to another community; and

WHEREAS, the participating communities recently met and have proposed revisions to the Job Creation and Retention MOU to increase the threshold for automatic revenue sharing when a business relocates, regardless of whether an incentive is offered to the business; and

WHEREAS, the Job Creation and Retention MOU requires the participating communities to re-execute the same when a substantive revision is agreed to by the participating communities; and

WHEREAS, the revised Job Creation and Retention MOU will take effect on October 1, 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 of Mogadore to authorize the Mayor to execute and deliver the revised Job Creation and Retention MOU.

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

SECTION 1: The Mayor is hereby authorized to execute the revised version of the Job Creation and Retention MOU, which will take effect on October 1, 2025, in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this 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.



# **SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR JOB CREATION AND RETENTION AND TAX REVENUE SHARING**

**Effective October 1, 2025**

**WHEREAS**, the loss of jobs results in social and human costs which can be a significant burden to the area, the region and State, and

**WHEREAS**, the County of Summit and communities throughout the County recognize it is imperative to cooperate and collaborate with each other for the economic benefit of the region and its resident-taxpayers in order to attract and retain businesses and jobs; and

**WHEREAS**, there are many current and prospective employers who desire to remain or locate in the County of Summit; and

**WHEREAS**, the communities further recognize that cooperation is necessary for regional prosperity and enhancement of the local tax base and to successfully compete in global markets; and

**WHEREAS**, the County of Summit, hereinafter "County", works with employers, prospective employers and individual communities within the County to provide tax and other incentives for purposes of retaining and locating prospective employers and facilities in communities within the County; and

**WHEREAS**, the communities further recognize that active attempts to relocate businesses from other local communities has a negative effect on economic development and growth in the region; and

**WHEREAS**, this Agreement is not intended to have any adverse impact on a business or company's decision to locate or relocate within the County but merely addresses the relationship of government bodies that may be affected by those independent business decisions; and

**NOW THEREFORE**, the County and the communities who are signatories herein have reached an understanding concerning their joint and respective interests touching upon a mutual desire to retain and attract businesses and jobs. As a result, the parties agree as follows:

**SECTION 1.** The signatory communities agree to adhere to a Model Code of Conduct which is attached to this Agreement and made a part hereof as if fully re-written herein. Communities offering any economic incentive or other financial assistance, as defined herein, to potential employers and/or businesses presently located within another signatory community may do so only as specified herein.

**SECTION 2(a)** As used in this Agreement:

(1) "economic incentive or other financial assistance" means a financial or "in kind" benefit offered by a community to an employer or business of such a nature that it would provide a reasonably operated employer or



business with an incentive to relocate its business from one signatory community to the community offering the financial benefit. For purposes of illustration and without limiting the scope of the term, examples of “economic incentives or other financial assistance” include tax abatements, exemptions or credits; reduction or subsidization of utility services not comparably offered to other businesses; direct financing of business-related costs, facilities or expenses at below market rates or differing market terms. For purposes of illustration and without limiting the scope of the term, “Economic incentive” does not include financial benefits that are available to all employers or businesses throughout the community such as free or low-cost advertising on a community website, other government services offered or available to all employers or businesses, utility and tax rates which may be lower than the departed community but are available to all businesses; “sales pitches” which provide information concerning existing matters in the community (ie. the availability of properly zoned property, commercial properties available for lease or sale, existing infrastructure capacity, current or proposed tax rates, etc.).

(2) “departed community” means the signatory community from which the employer or business is moving.

(3) “destination community” means the signatory community to which the employer or business is moving.

(4) “communities affected by the relocation” means the “departed community” and the “destination community” collectively.

(5) “income tax revenue” means both (i) the revenue received by a community for municipal, JEDD or JEDZ income taxes on the compensation of the employees and officers of a business and (ii) the revenue received by a community for municipal, JEDD or JEDZ income taxes on the income, profits and/or earnings of the business.

(6) “aggregate income tax revenue” means the income tax revenue received by a community from all businesses in the community.

(7) “service sharing agreement” is a pre-existing agreement requiring a community to pay to another community a share of income tax received from a business in exchange for a service, utility or other consideration (i.e. an agreement providing for a sharing of income tax revenue in exchange for the extension of municipal water service to the area where the business locates).

(8) “inflation adjusted” shall mean an amount, equal to \$4.5 million for the period of October 1, 2025 to September 30, 2026, adjusted annually by the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the United States Department of Labor. If the CPI is discontinued or substantially altered, the parties shall agree upon a substitute index that reasonably reflects changes in the cost of living or purchasing power. Annually, the County’s Department of Community and Economic Development, not later than October 1<sup>st</sup> of each year, shall notify the signatory communities of the inflation adjusted amount comparing July of that calendar year with July of the prior year.

**SECTION 2(b)** The relocation of an employer or business between signatory communities, shall trigger revenue sharing in either of the following events: (i) the employer or business which relocated created a significant revenue loss to the community from which the employer or business departed. A significant revenue loss to the departed community will arise if the departed employer or business had, based on an average of the last two full calendar years prior to a relocation, either a \$4.5 million dollar, inflation adjusted, or larger annual payroll or constituted 5% or more of the aggregate income tax revenue of the departed community; or (ii) the employer or business which relocated was the beneficiary of any economic incentive(s) or other financial assistance from the community to which it relocated.

**SECTION 2(c)** As used in this Agreement, a "partial relocation" occurs when a business moves or transfers some of its employees and payroll from a departed community to a destination community but continues to maintain some business presence in the departed community.

If such a partial relocation occurred due to economic incentives or other financial assistance offered by the destination community, then revenue sharing shall be required as set forth in Section 4 of this Agreement.

If the partial relocation was not the result of economic incentives or other financial assistance offered by the destination community, revenue sharing will occur only if the partial relocation would support revenue sharing based on the criteria set forth in Section 4, Tier Two of this Agreement.

**SECTION 2(d)** As used in this Agreement, a "split relocation" occurs when a business moves or transfers some or all of its employees and payroll from a departed community to two or more destination communities and may or may not continue to maintain some business presence in the departed community.

If such split relocation occurred due to economic incentives or other financial assistance offered by any destination community, revenue sharing shall be required between the destination community which offered economic incentives or other financial assistance and the departed community as set forth in Section 4 of this Agreement.

If such split relocation was not the result of economic incentives or other financial assistance offered by a destination community, revenue sharing will occur only if the split relocation would support revenue sharing based on the criteria set forth in Section 4, Tier Two of this Agreement. In determining the threshold triggering criteria, as set forth in Section 4, Tier Two of this Agreement, the income tax revenue loss to, and the aggregate income tax revenue of, the departed community at the time of the split relocation shall constitute the base for determining whether all destination communities shall share revenue. In the event revenue sharing is required each destination community shall pay its proportional share for the time periods specified under this Agreement.

**SECTION 2(e)** "Satellite" or branch office occurs when a business expands to open an additional office or facility at another location. Satellite or branch office will be considered a separate business and not subject to revenue sharing under this Agreement providing the destination community did not offer economic incentives and the expansion does not involve a significant relocation of existing employer or business facilities or employees during the first year of its existence. For purposes of this Agreement, significant relocation will be considered twenty

(20%) percent or greater based on the employer or businesses last annual payroll filed with the departed community.

**SECTION 3.** When a business or employer relocates from one signatory community to another, prior to invoking the hearing provisions of this Agreement, the communities affected by the relocation shall first attempt to agree between themselves on revenue sharing obligations. The signatory communities involved in the relocation may use the formulas and other criteria as set forth in this Agreement as guidance in their negotiations. A sample agreement utilized by a signatory community is attached hereto as Exhibit A. In the event the communities affected by the relocation enter into an agreement to share revenue, that agreement will control the parties' rights and obligations notwithstanding anything to the contrary contained herein and no other signatory community not affected by the relocation shall have standing to challenge the agreement entered into by the communities affected by the relocation.

In the event the communities affected by the relocation do not agree or cannot negotiate a resolution on any matter under this Agreement, a determination shall be made by the District Eight Public Works Integrating Committee of the Ohio Public Works Commission (hereinafter "Committee") after a hearing. Any signatory community affected by the relocation of the business or employer may petition the Committee for a hearing by sending notice to all Committee members or their designees and a copy of the hearing request to the County Executive. The Summit County Director of Community and Economic Development shall set a meeting of the Committee within sixty (60) days of receipt of notice. No Committee member may participate in such a determination if his or her community is a party to the hearing. Each party affected by the relocation of the business or employer shall be afforded a reasonable opportunity to present evidence and arguments on behalf of the position of its community. Determinations by the Committee shall be by majority vote of those present subject to quorum and other applicable rules for the routine conduct of Committee business. The ultimate fact question for consideration by the Committee or arbitration panel is whether the triggering events for tax sharing have occurred and/or the amount of tax revenue to be shared.

Any community which disagrees with the determination of the Committee may, within sixty (60) days of the Committee determination, submit a demand in writing to present any matter(s) for determination to arbitration pursuant to Chapter 2711 of the Ohio Revised Code. The party requesting submission of the matter to Arbitration must set forth a demand in writing for arbitration to all other affected communities and the County Executive. All demands for arbitration must be sent by certified U.S. mail, return receipt requested, and must set forth the subject of the dispute with reasonable specificity and recite that the matter has been duly submitted to and a determination made by the Committee. The departed community shall select one arbitrator, the destination community or communities shall select one arbitrator and the County Executive shall select one arbitrator. Every arbitrator shall be an attorney duly licensed to the practice of law in the State of Ohio. All arbitrations hearings shall be held in the County of Summit, Ohio at a mutually agreeable time and place and no later than ninety (90) days after notice to affected communities as provided for herein. Any award or decision of the arbitrators shall be reduced to writing and be binding upon the parties as provided for by Chapter 2711 of the Ohio Revised Code. Notwithstanding any award or determination made by an arbitration panel hereunder, each community shall bear its own arbitration costs and shall equally share any arbitration costs incurred by the County.

Under no circumstances may the Committee or any Arbitration Panel award a sum of money for revenue sharing greater than the amount and percentages contained in Section 4 of this Agreement.

**SECTION 4.** Should revenue sharing be deemed appropriate under this Agreement, the recommended approach would be a two tier model as more fully set forth below:

**Tier One.** Tier One covers business relocations that involve the relocation of a business which, based on an average of the last two full calendar years prior to a relocation, had an annual payroll of less than \$4.5 million, inflation adjusted, and constituted less than five (5%) percent of the aggregate income tax revenue of the departed community. In the first year of a tier one relocation, the destination community will pay forty (40%) percent of the new income tax revenue received from that business by the destination community to the departed community, thirty (30%) percent in the second year and twenty (20%) percent in the third year.

**Tier Two.** Tier two covers business relocations that involve the relocation of a business which, based on an average of the last two full calendar years prior to a relocation, had an annual payroll of more than \$4.5 million, inflation adjusted, or constituted more than five (5%) percent of the aggregate income tax revenues of the departed community. In the first year of a tier two relocation, the destination community will pay fifty (50%) percent of the new income tax revenue received from that business by the destination community to the departed community, forty (40%) percent in the second year, thirty (30%) percent in the third year, twenty (20%) percent in the fourth year and ten (10%) percent in the fifth year.

For purposes of determining the revenue sharing formula provided under this section, the “new income tax revenue received from that business by the destination community” shall be capped at and shall not exceed the amount of income tax revenue that was collected by the departed community for that business in the last full calendar year prior to relocation. Additionally, if any destination community has an income tax rate exceeding 2%, then that community is only obligated to share income tax revenue in an amount that would be received by that community if it had an income tax rate of 2%.

For purposes of calculating annual payroll and income tax received by a community, whether departed or destination, only payroll and income tax derived from employees that actually work in that community shall be included in such calculations, and the payroll and income taxes of “work-from-home” or remote employees of the business that do not actually work in that community shall not be included in such calculations. For employees who are partially work-from-home or remote, only the portion of those employees’ payroll and income taxes from work performed in the community shall be included. Additionally, in calculating the income tax paid to a destination community upon a relocation, any income tax paid to that destination community from the business prior to the relocation for work-from-home or remote employees shall be deducted from the calculation of income taxes paid to the destination community – in other words, revenue sharing should only occur based on the net new income taxes paid to the destination community. In establishing this principle, it is the desire of the communities for revenue sharing to be calculated upon payroll and income taxes net of the payroll and income taxes of work-from-home or remote employees that are not contributing towards the economic impact of a relocation on the departed and destination communities.

By way of example, and for the avoidance of doubt, if a business located in a departed community has an annual payroll of \$7 million, but only \$2 million of that payroll is paid to the departed community for employees that actually work in the departed community, and the remaining \$5 million in payroll is earned by work-from-home or remote employees in other communities, then the \$4.5 million threshold, inflation adjusted, for a Tier Two relocation would not be triggered (unless the \$2 million exceeded the 5% threshold for the departed community). Furthermore, in that example, the destination community would only have to share revenue under a Tier One scenario based on the new payroll relocated to the destination community – presumably the \$2 million in payroll for the non-work-from-home or remote employees. In the event any work-from-home or remote employees were already located in the destination community prior to the relocation, the income taxes of those employees should not be factored into revenue sharing calculations.

By way of further example, if a business with a \$7 million payroll relocates to a destination community, but in doing so only \$5 million in payroll relocates to the destination community and the remaining employees become work-from-home or remote employees paying income tax to other jurisdictions, then the destination community need only share revenue with the departed community based on the \$5 million in payroll actually relocated to that destination community. Furthermore, in the event a business relocates from a departed community where it had a payroll in excess of \$4.5 million, inflation adjusted, but upon relocation the payroll in the destination community is less than \$4.5 million, inflation adjusted due to work-from-home or remote employees, or for any other reason, then the \$4.5 million threshold, inflation adjusted, for a Tier Two relocation will not be triggered (unless the payroll actually relocated to the destination community exceeds the 5% threshold for the departed community).

The signatory communities understand that, from time to time, a business will pay income taxes to a community for a full or partial work-from-home or remote employee that is not working while remote in the community to which those income taxes are paid. In such circumstances, that employee may seek a refund from that community for the overpayment of taxes. In the sharing of revenue under this agreement, any such refunds given by a destination community should be reconciled against the revenue sharing actually paid. Practically, such reconciliation should occur in the year that the refund is paid and may require a reimbursement or credit against revenue sharing payments to be made.

In the event a business relocation occurs, and the business relocates to an area of a destination community that is governed by a Service Sharing Agreement between the destination community and departed community, then the destination community shall share income tax revenue with the departed community to the extent set forth in this Section on the net income tax revenue received by the destination community after the application of the Service Sharing Agreement to the income tax revenue received by the destination community.

In the event a business relocation occurs, and the business relocates to an area of a destination community that is governed by a Service Sharing Agreement with a community other than the departed community, then the destination community shall continue to share income tax revenue with the departed community to the extent set forth in this Section on the total/gross amount of income tax revenue received by the destination community without any reduction or set-off for the Service Sharing Agreement.

In the event any signatory communities engage in revenue sharing under this Agreement, for any reason, and the community which had a business depart and received revenue sharing is thereafter able to fill the vacancy at the real property where the business was located, in whole or in part, before the expiration of revenue sharing, then the previously agreed or awarded revenue sharing shall be subject to modification or elimination. Should income tax revenues from the business which filled the vacancy equal or exceed the income tax revenues of the business which departed, in the last full calendar year prior to its departure, revenue sharing shall cease at the time new income tax revenue equaled or exceeded the income tax revenue of the departed business. Should income tax revenues from the business which filled the vacancy be less than that of the departed business, in the last full calendar year prior to its departure, then such revenue sharing shall be subject to modification. Any continuing revenue sharing should be calculated upon the difference between income tax revenue generated by the departed business in the last full year prior to its departure and the lower income tax revenue generated by the business filling the vacancy which led to revenue sharing under this Agreement. The same procedures to make a claim for revenue sharing under this Agreement shall be used by a community that claims or requests an elimination or modification of previously agreed or awarded revenue sharing under this Section.

It is acknowledged by the signatory communities that the above formula(s) are general and illustrative and the communities affected by the relocation or involved in Service Sharing Agreements may deviate therefrom in any agreement entered into between them.

**SECTION 5.** The parties acknowledge that one or more signatory communities to this Memorandum may also be parties to a Joint Economic Development District (“JEDD”) or Joint Economic Development Zone (“JEDZ”) agreement. Except as modified or limited in this Section, in the event a business relocates to or from a JEDD or JEDZ area, the revenue sharing provisions set forth in Sections 3 and 4 shall apply, provided all of the following conditions are met:

- a. The departed community must either be a municipality or township that is a signatory to this Memorandum or a JEDD or JEDZ area to which all parties to the JEDD or JEDZ agreement are signatories to this Memorandum.
- b. The destination community must either be a municipality or township that is a signatory to this Memorandum or a JEDD or JEDZ area to which all parties to the JEDD or JEDZ agreement are signatories to this Memorandum.
- c. The provisions for revenue sharing provided under this Section and Sections 3 and 4 shall apply only to income tax revenue collected under the JEDD or JEDZ agreement and shall not apply to any other revenue or services that are shared or provided under or subject to the JEDD or JEDZ agreement (ie sewer or water infrastructure).

If the JEDD or JEDZ area is the destination community, then the income tax revenue to be shared to the departed community shall be the actual income tax collected under the JEDD or JEDZ agreement, and each signatory to the JEDD or JEDZ agreement shall contribute to the shared revenue in the same proportion that they receive income tax revenue under the JEDD or JEDZ agreement, unless otherwise agreed in writing amongst the signatories of the JEDD or JEDZ agreement.

If the JEDD or JEDZ area is the departed community, then the income tax revenue to be shared back by the destination community shall be shared back to the signatories to the JEDD or JEDZ agreements in the same proportion that they receive income tax revenue under the JEDD or JEDZ agreement, unless otherwise agreed in writing amongst the signatories of the JEDD or JEDZ agreement.

For purposes of determining the triggering of revenue sharing under Section 2(b) hereof, revenue sharing shall be required when an employer or business that relocates is the beneficiary of any economic incentive(s) or financial assistance from **any** community that is signatory to a covered JEDD or JEDZ agreement. In such event, all parties to the JEDD or JEDZ agreement shall be obligated to share revenue as set forth herein.

For purposes of determining the 5% threshold for a significant revenue loss under Section 2(b), hereof, when a business relocates from a covered JEDD or JEDZ area to another signatory community, a significant revenue loss shall be deemed to occur, and revenue sharing shall be required hereunder, if the income tax revenue received from the departed businesses constitutes 5% or more of the aggregate income tax revenue of **any** signatory community to the JEDD or JEDZ agreement, inclusive of income tax revenue received through both JEDD/JEDZ areas and non-JEDD/JEDZ areas, and, in such event, revenue sharing shall be provided by the destination community back to all of the signatory communities of JEDD or JEDZ, in the manner prescribed herein.

If a business relocates from a signatory community to an area of a township that is not subject to a JEDD or JEDZ agreement, and that township is a signatory to this Memorandum, the Township shall have no obligation to share revenue or make other compensation to the departed community. Conversely, in the event a business relocates from an area of a township not subject to a JEDD or JEDZ agreement, and that township is a signatory to this Memorandum, the destination community shall have no obligation to share revenue with the township.

In the event a township is signatory to this Memorandum and is not a signatory to any JEDD or JEDZ agreement, that township shall not be subject to the revenue sharing provisions of this Memorandum, either as a departed or destination community. However, that same township shall receive the 5% additional points on grant application(s) and be subject to deduction of points on grant applications as more fully set forth herein.

The inclusion of JEDDs and JEDZs in this Memorandum shall be effective July 1, 2012. Any relocations to or from a JEDD or JEDZ completed prior to July 1, 2012 shall not require revenue sharing or trigger the penalty or other provisions of this Memorandum.

**SECTION 6.** The parties understand and agree that from time to time a signatory community may offer an economic incentive or financial assistance to a relocating business that is calculated or based on the payroll of the relocating business and entails crediting or rebating a portion of the income taxes paid by that relocating business for a period of years ("income tax credit incentive"). In the event a signatory community provides an income tax credit incentive to a business that is relocating from another signatory community or applicable JEDD or JEDZ (as set forth in Section 8), that income tax credit incentive shall be calculated by and limited to crediting or rebating income tax payments only from newly created jobs associated with the relocating business and not any relocated jobs from the departed community. Any signatory

community that provides an income tax credit incentive contrary to this Section shall be subject to Section 11 of this Agreement.

**SECTION 7.** Except as otherwise provided herein, this Agreement sets forth the exclusive rights of the communities concerning business relocations and tax revenue sharing between and among themselves and limits any and all claims for legal relief to the monetary remedies and grant fund inducements set forth herein. The parties waive any and all claims to injunctive or other equitable relief which could or might be asserted hereunder. It is further acknowledged that this Agreement is only between the communities and may not be used to prohibit, impede, delay or otherwise encumber any business/employer from moving or relocating. This Agreement may not be used to assert any claim or cause of action in law or equity against any business/employer arising from or due to any decision to relocate.

**SECTION 8.** When a business departs and relocates to another signatory community and the departed community believes it may be entitled to revenue sharing as set forth in Section 2(b) of this Agreement, the departed community shall provide the destination community with notice of a claim for tax sharing. Such notice shall be sent on or before ninety (90) days of the employer or business's last payroll tax filing with the departed community. Notice must be sent by personal delivery or U.S. certified mail, return receipt requested and notice shall also be served upon the County. Failure to send the notice provided for herein shall constitute a waiver of any claim to tax sharing. In the event the departed community is a covered JEDD or JEDZ as set forth in Section 5, notice is achieved by all parties to the JEDD or JEDZ collectively noticing the destination community. In the event the destination community is a JEDD or JEDZ, notice is achieved by the departed community noticing all parties to the covered JEDD or JEDZ.

In the event that a signatory community (i) offers financial incentives to a businesses which is currently located in another signatory community, (ii) is aware of the identity of the business and (iii) is aware that the business is located in another signatory community, then that community shall notify the current community of the offering of the financial incentives in writing, as soon as possible, but not later than three (3) business days of the satisfaction of all three conditions, above. In the event the incentive or financial assistance is being offered by a signatory community to induce a relocation of a business to a covered JEDD or JEDZ of which that offering community is also signatory, that offering community shall be obligated to provide the notice provided herein, and any other communities that are signatory to the JEDD or JEDZ that did not offer an incentive are not obligated to provide notice.

The community contacted by the business or offering a business financial incentive may provide information and may work with the prospective business.

It is understood by all signatory communities that the notice requirements set forth above reflect the intent to allow a community which may be negatively impacted by a business relocation between signatory communities to explore what action may be taken to retain the business in the community. A prospective community may nevertheless provide information since it is also recognized that if a business relocates it is preferable that the relocation be between signatory communities.

Any notice required when prospective business relocation is proposed or discussed shall include notice to the County of Summit as the facilitator of this Agreement. See Section 10.



The above notification provisions shall apply to business consolidations, which shall be treated as relocations.

**SECTION 9.** This Agreement is subject to the legislative approval of all participating communities including the County.

**SECTION 10.** The County of Summit shall act as facilitator of the provisions of this Agreement and shall: (1) assist the signatory communities in applying for and participating in any state or federal programs or other eligible grant fund programs which may be offered to communities for economic assistance; (2) assist in any dispute resolution offered under this Agreement including offering mediation to signatory communities; (iii) be noticed or sent copies of any notices required under this Agreement. The Director of Community and Economic Development of the County of Summit shall be designated as the person to receive any notice required under this Agreement.

In order to facilitate the provisions of this Agreement, each signatory shall, upon execution of this Memorandum, notify the County, in writing, of the aggregate income tax revenue collected by that community in the previous two (2) calendar years. Thereafter, each signatory community shall notify the County, in writing, not later than March 1st of each year, of its aggregate income tax revenue for the preceding calendar year.

**SECTION 11.** The County, in addition to other duties set forth above, will offer signatory communities opportunities to score an additional five (5%) percent of total possible points on applications for SCIP/LTIP, Job Ready Sites, Industrial Site Improvement Funding, and other application mechanisms that are administered or scored by the County, beginning with Fiscal Year (FY) 2010 projects, provided approval for the same has been granted or given by the necessary grantor agencies. This incentive structure has been approved by the Ohio Public Works Commission for SCIP/LTIP funding. In the event it is determined by an opinion of the Ohio Attorney General or by a Court of competent jurisdiction that the County is prohibited by law from providing the signatory communities with the opportunity to score an additional five (5%) percent of total points on grant applications, as set forth herein, then any signatory community may withdraw from this Agreement by sending notice of their withdrawal to the County and they need not comply with the notice requirements provided for in Section 12 of this Agreement.

If a signatory community has been determined by written stipulation or by the Committee after the hearing provided for under this Agreement or by an Arbitration panel under this Agreement to have caused a business or employer to relocate from another signatory community by offering economic incentive(s), then a penalty on the above development-grant programs shall apply. The signatory community determined by stipulation, the Committee or arbitration panel to have caused a business relocation shall receive a deduction of five (5%) percent of the total possible points on each application for the above cited programs which are administered and/or scored by the County. Said deduction shall last for a period of two (2) years from the final determination that a signatory community offered economic incentives to induce the employer or business to relocate from another signatory community. The deduction provided for herein shall not be levied against any signatory community which has entered into a tax sharing agreement with another signatory community in lieu of the hearing and other remedies provided for in Section 3 of this Agreement. The failure of any signatory community to comply with the dispute resolution process as set forth in Section 3 of this Agreement including compliance with any lawful decision of the Committee or any Arbitration Panel will subject the non-complying community to the

penalty deduction of total possible points on its grant applications for two (2) years from the time non-compliance began or until such time as the community comes into full compliance, whichever time period is shorter.

In the event a covered JEDD or JEDZ, as set forth in Section 5, is the destination community to which a business relocates, no penalty shall apply under this Section to any community that is signatory to that JEDD or JEDZ if that community has agreed to share revenue with the departed community, regardless of whether the other signatory communities that are also signatory to the JEDD or JEDZ fail or refuse to share revenue.

**SECTION 12.** All signatories to this Agreement agree to participate in a review of this Agreement once per year to consider any modifications, alterations or other changes which the signatories may find necessary or desirable. Any change or modification to this Agreement must be approved by the legislative body of each participating community. A community electing to withdraw from this Agreement shall provide at least one hundred eighty (180) days advanced notice, in writing, to the County prior to the effective date of any legislation authorizing such withdrawal except as provided for below. Any community which exercises its right to withdraw from this Agreement may not rejoin or otherwise become a signatory community to this Agreement for a minimum period of two (2) years after such a withdrawal.

Any existing signatory or member community may elect to withdraw from this Agreement without providing the one hundred eighty (180) day notice whenever a community's legislative body will not approve or accept a proposed modification to this Agreement made during the annual review as set forth above. In such event the community must pass a legislative resolution or ordinance affirmatively withdrawing from this Agreement due to proposed modifications. Such withdrawal will be effective immediately but will not alter, abrogate or otherwise modify any existing revenue sharing agreed upon or determined to be appropriate under this Agreement. Such withdrawal shall not alter any pending claim for revenue sharing which was initiated before a community withdrew from the Agreement. Should the proposed modification be subsequently eliminated or materially changed, such a community may rejoin the signatory communities to this Agreement with the two year waiting period being waived; otherwise the two year waiting period shall remain in effect. The decision to rejoin must be accomplished by legislative resolution or ordinance.

In the event an annual review is not conducted as contemplated above, this Agreement and its terms shall continue during the next year under those terms and conditions set forth in the most current version of this Agreement and the failure to conduct an annual review shall not cause this Agreement to terminate. Furthermore, the terms of this version of the Agreement shall remain in effect until the effective date of any subsequent version adopted by the signatory communities.

Each signatory community to this Memorandum has participated, and/or had the opportunity to participate in the annual review. The parties agree that to remain parties to this Memorandum, and to qualify for the 5% additional points on the OPWC District 8 LTIP/SCIP applications, that their legislative authority must approve, and the appropriate authority must sign, this Memorandum no later than the Effective Date set forth above.

**SECTION 13.** This Agreement does not prohibit or otherwise limit the signatory communities from entering into Agreements between themselves concerning job creation,

retention or revenue sharing. This Agreement does not abrogate or supersede any existing Agreement between signatory communities.

**SECTION 14.** Time is of the essence of this Agreement.

(Signatures on following page.)

IN WITNESS WHEREOF, WE HAVE SIGNED AS REPRESENTATIVES OF OUR  
RESPECTIVE ENTITIES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**Title or Jurisdiction**

**Signature**

\_\_\_\_\_  
**County of Summit**

\_\_\_\_\_  
**Ilene Shapiro, County Executive**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name and Title**

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**Name and Title**

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**Date**

## **MODEL CODE OF CONDUCT OF SIGNATORY COMMUNITIES**

- 1.** The signatory communities recognize that in a free marketplace employers and business can and will relocate. This Agreement concerns only jobs and businesses locating from one Summit County signatory community to another Summit County signatory community. Jobs and businesses relocating from outside of Summit County do not qualify for tax revenue sharing under this Agreement.
- 2.** The signatory communities recognize that good faith efforts to fulfill their rights and obligations between themselves are essential to successful job creation/retention and revenue sharing. This includes the obligation to provide timely notice to fellow communities and the County as required under this Agreement, accurate disclosure of financial data, tax information and other matters and the prompt sharing of tax revenues which may be due pursuant to this Agreement.
- 3.** The signatory communities agree to participate in good-faith negotiations to resolve disputes and cooperatively participate in dispute resolution mechanisms provided for under this Agreement which may be required from time to time.
- 4.** When considering changes or modifications to this Agreement, due consideration will be given to the needs and welfare of all signatory communities.
- 5.** The signatory communities will not attempt to circumvent their obligations imposed hereunder by means of subterfuge, the use of third party intermediaries or other methods.

**EXHIBIT A**  
**SAMPLE REVENUE SHARING AGREEMENT**

See attached.

RECORD OF ORDINANCES

Resolution No. 2025-48

Passed \_\_\_\_\_, 20 25

SPONSOR: SAFETY COMMITTEE

A RESOLUTION CONFIRMING THE APPOINTMENT OF SETH DOWLER AS FIRE CHIEF OF THE VILLAGE, EFFECTIVE DECEMBER 28, 2025, AND DECLARING AN EMERGENCY.

WHEREAS, Section 7.04 of the Mogadore Village Charter provides that the Mayor, as the Safety Director of the Village, shall appoint the Fire Chief of the Village with the affirmative vote of at least five (5) members of this Council; and

WHEREAS, current Fire Chief, John Cain, intends to retire from employment with the Village on December 27, 2025; and

WHEREAS, the Mayor has appointed the existing Assistant Fire Chief, Seth Dowler, to the position of Fire Chief of the Village, effective December 28, 2025; and

WHEREAS, this Council, by an affirmative vote of at least five (5) members, desires to confirm the appointment of Seth Dowler as Fire Chief of the Village, effective December 28, 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 confirm the appointment of Seth Dowler as Fire Chief of the Village, effective December 28, 2025.

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

SECTION 1: This Council hereby confirms, by an affirmative vote of at least five (5) members, the appointment of Seth Dowler as Fire Chief of the Village, effective December 28, 2025.

SECTION 2: Seth Dowler shall be paid at the same rate of pay as retiring Fire Chief John Cain upon taking the position, which may be modified from time to time by this Council.

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 approving the appointment of Seth Dowler to the position of Fire Chief of the Village so that the Fire Department may continue orderly operations and have certainty in the continuation of leadership, and, provided this Resolution receives the affirmative vote of at least five (5)

## RECORD OF ORDINANCES

Resolution No. 2025-48

Passed \_\_\_\_\_, 20 25

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.

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President of Council
Date

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Mayor \_\_\_\_\_
Date \_\_\_\_\_

Attest:

Clerk-Treasurer



RECORD OF ORDINANCES

Resolution No. 2025-49

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

SPONSOR: SAFETY COMMITTEE

A RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE INCIDENT COMMAND TRAILER PROJECT FOR THE MOGADORE POLICE DEPARTMENT, AUTHORIZING AND DIRECTING THE CLERK-TREASURER TO RE-ADVERTISE FOR BIDS FOR THE INCIDENT COMMAND TRAILER, 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 of \$75,000.00 shall be undertaken by advertising for and accepting sealed bids; and

WHEREAS, pursuant to Resolution No. 2025-35, this Council authorized the Clerk-Treasurer to advertise for bids for the incident command trailer project for the Mogadore Police Department; and

WHEREAS, thereafter, the Clerk-Treasurer advertised for bids for the incident command trailer project and received a total of two (2) bids; and

WHEREAS, the Clerk-Treasurer, Mayor and Police Chief have reviewed the bids, and, finding the same to be unsatisfactory, have recommended to this Council that all bids be rejected and that this Council authorize and direct the Clerk-Treasurer to re-advertise for bids for the incident command trailer project; 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 reject all bids received for the incident command trailer project and to further direct the Clerk-Treasurer to re-advertise for bids for the incident command trailer project.

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 reject all bids received for the incident command center project for the Mogadore Police Department.

SECTION 2: The Clerk-Treasurer of the Village is hereby authorized and directed to re-advertise for bids for the incident command center project in accordance with the plans and specifications on file in the Office of the Clerk-Treasurer. A report of the responses shall be provided to Council. The Police Chief 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.



RECORD OF ORDINANCES

Resolution No. 2025-50

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

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AMENDING THE FULL-TIME FIREFIGHTER HANDBOOK TO INCREASE THE AMOUNT OF UNUSED SICK LEAVE PAID OUT UPON RETIREMENT, AND DECLARING AN EMERGENCY.

WHEREAS, Section 3.10(D) of the Village's Charter provides this Council with the authority to establish and determine the compensation and benefits of the employees of the Village; and

WHEREAS, this Council has previously adopted a Full-Time Firefighter Handbook setting forth the terms and conditions of the employment of full-time firefighters by the Village, including compensation and benefits, and has amended the same from time to time; and

WHEREAS, following the precedent established in the collective bargaining agreement between the Village and the Fraternal Order of Police for the Village's full-time police officers, this Council desires to amend the Full-Time Firefighter Handbook to increase the amount of unused sick leave paid out upon retirement to be 100% of the first 1,000 hours of sick leave and 50% of every hour in excess of 1,000 hours of sick leave up to the total number of 2,500 hours of unused sick leave; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to amend the Full-Time Firefighter Handbook as 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: This Council hereby approves and adopts the amended version of the Full-Time Firefighter Handbook attached hereto as Exhibit A, to increase the amount of unused sick leave paid upon retirement.

SECTION 2: All other ordinances, resolutions, or parts of other ordinances and resolutions which may be in conflict with the provisions of this Resolution are hereby declared null and void and are of no further force and effect.

SECTION 3: 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.

## RECORD OF ORDINANCES

Resolution No. 2025-50

Passed \_\_\_\_\_, 20 25

**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 ensuring consistency in the practice of paying out unused sick leave amongst the various full-time 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.

President of Council

Date \_\_\_\_\_

Mayor

Date \_\_\_\_\_

Attest:

## Clerk-Treasurer

## **B. Vacation**

Full-time employees are entitled to vacation with pay after (1) year of continuous service with the Village of Mogadore Fire Department. The amount of vacation leave, to which an employee is entitled is based upon length of service as follows:

<u>Length of Service</u>	<i>Vacation</i>
1 year but less than 5 years	96 hours
5 years but less than 10 years	144 hours
10 years but less than 15 years	192 hours
15 years but less than 20 years	240 hours
20 + years	288 hours

Employees will receive their full allowance of vacation hours on their anniversary date of hire. Employees shall schedule vacations by seniority prior to March 1<sup>st</sup> of the year of entitlement. Only one full-time employee may be on vacation at a time. Any vacation time left unscheduled after March 1<sup>st</sup> shall be scheduled on a first come, first serve basis. Employees shall be permitted to carry over 96 hours of unused vacation each year.

Each employee who is entitled to 240 hours of vacation, may at the approval of the Chief, select to forego the taking of all but 96 hours of vacation and receive an amount commensurate with the vacation earned during this time. This compensation will be paid over pay periods in the year in which the vacation could have been taken by the employee. An employee wishing to select this option must give notice of intent to select the option to the Chief by no later than March 1<sup>st</sup> in the year the employee wishes to select the option.

Employees who terminate their employment with another political subdivision to take a full-time position with the Village of Mogadore Fire Department may, at the discretion of the Director of Public Service and Fire Chief, transfer any unused balance of vacation up to 144 hours from his or her previous position to the Village, pursuant to the applicable sections of the Ohio Revised Code. It is the employee's responsibility to furnish a written statement from the previous employer certifying the termination date and the total transferrable accumulated vacation balance upon termination.

## **C. Sick Leave**

Full-time Employees shall earn sick leave at the rate of 4.6 hours per pay to a limit of one hundred twenty (120) hours per year. Each full calendar month of service shall be deemed a completed month of service.

Unused sick leave for regular full-time employees may be cumulative up to Two Thousand Five Hundred (2,500) Hours.

Employees absent from work on authorized holidays, sick leave, vacation leave, or on special leave of absence with pay, shall continue to accumulate sick leave at the rate prescribed in Section 1 above, except that the period of accumulation shall not exceed six (6) months.

An employee eligible for sick leave with pay may use sick leave for physician's appointments for said employee or an employee of the employee's immediate family, for absence due to personal illness, injury, exposure to contagious diseases which could be communicated to other employees, and illness or injury in the employee's immediate family.

Immediate family for purposes of Section 4 shall include spouse, children, or parents. Sick leave used for the employee's immediate family under Section 4, above shall not exceed more than ten (10) days per occurrence without the approval of the Chief.

When an employee is unable to work, they shall notify the immediate supervisor no later than one (1) hour before the time the employee is scheduled to report to work.

Proof of illness, or injury to substantiate a request for sick leave pay may be requested by the Chief or their designee after two (2) consecutive days of absence or, in the judgment of the Chief or their designee, such proof is necessary, due to a pattern of undocumented sick leave that suggests an abuse of the sick leave policy.

Sick leave shall be charged in minimum units of one (1) hour.

After conclusion of your first year, 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 - 24 hours pay
- 2) Taken 8 hours or less sick leave - 12 hours pay

~~In accordance with the following paragraph, f~~Full-time employees, with ten (10) or more years of service with the Village, who retire, or are disabled from employment, will, at the time of retirement or separation, be paid in cash for any unused sick leave the employee may have accrued.

Participation the DROP Program does not constitute retirement under this Section.

The Employee will be paid for accrued sick leave, a cash sum ~~of 100% of the first not to exceed One Thousand Hours (1,000 hours)~~ and 50% of any hours over 1,000 hours. At the ~~employer's Village's~~ discretion, the ~~e~~Employee may be paid on a bi-weekly basis for any sick leave the employee may have accrued.

Employees shall be permitted to participate in the Village of Mogadore Fire Department Sick

RECORD OF ORDINANCES

Resolution No. 2025-51

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

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AMENDING RESOLUTION NO. 2025-21, 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. 2025-21, 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 follow the precedent established in the collective bargaining agreement between the Village and the Fraternal Order of Police for the Village's full-time police officers, this Council desires to amend the Full-Time Employee Handbook to increase the amount of unused sick leave paid out upon retirement to be 100% of the first 1,000 hours of sick leave and 50% of every hour in excess of 1,000 hours of sick leave up to the total number of 2,500 hours of unused sick leave

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. 2025-21 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 2025-21 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: 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 3: 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 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 updating the wage and benefits package for employees of the Village to be consistent with the sick leave policy effecting other 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

## RECORD OF ORDINANCES

Resolution No. 2025-51

Passed, 20 25

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



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 ~~2,500~~ 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 ~~100% of the first 61,000 hours-days and~~ 50% of any hours over 1,000 hours 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 relatives identified in this Section include step-relatives, half relatives, and legally adopted children.

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

#### 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. 2025-52

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

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AMENDING SECTION 2 OF RESOLUTION NO. 2024-77 CONCERNING THE COMPENSATION AND BENEFITS PROVIDED BY THE VILLAGE TO THE FIRE CHIEF, AND DECLARING AN EMERGENCY.

WHEREAS, Section 3.10(D) of the Village's Charter provides this Council with the authority to establish and determine the compensation of the employees of the Village; and

WHEREAS, the Mayor has recommended that the employment benefits provided to the full-time Fire Chief shall be the same as those provided to other full-time firefighters of the Fire Department; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to amend Resolution 2024-77 to provide that the employment benefits provided to the full-time Fire Chief shall be the same as those provided to other full-time firefighters of the Fire Department.

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

SECTION 1: That Section 2 of Resolution 2024-77 shall be amended as follows:

The employment benefits to be provided to the full-time Fire Chief shall be the same as those provided other full-time firefighters of the Fire Department. Said benefits shall be set forth in the Full-Time Firefighters Handbook.

SECTION 2: 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 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 establishing the consistency of benefits among the Fire Chief and the balance of the full-time firefighters in the Fire Department, 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. 2025-52

Passed \_\_\_\_\_, 20 25

President of Council

Date \_\_\_\_\_

Mayor

Date \_\_\_\_\_

Attest:

Clerk-Treasurer



RECORD OF ORDINANCES

Resolution No. 2025-53

Passed \_\_\_\_\_, 20 25

SPONSOR: FINANCE COMMITTEE

A RESOLUTION PROVIDING FOR FIRE CHIEF JOHN CAIN TO RECEIVE THE SAME RETIREMENT BONUS AS PART-TIME FIREFIGHTERS WITH MORE THAN 35 YEARS OF SERVICE WITH THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Section 3.10(D) of the Village's Charter provides this Council with the authority to establish and determine the compensation of the employees of the Village; and

WHEREAS, the Mayor has recommended that upon his retirement on December 27, 2025, Fire Chief John Cain receive the same retirement bonus as part-time firefighters with more than 35 years of service, as provided in the Village's Part-Time Firefighters Handbook; and

WHEREAS, the Mayor has made the recommendation given Fire Chief John Cain's more than 40 years of exemplary service with 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 provide Fire Chief John Cain the same retirement bonus as part-time firefighters with more than 35 years of service, as provided in the Village's Part-Time Firefighters Handbook.

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

SECTION 1: This Council hereby authorizes the Mayor and the Clerk-Treasurer to take all steps necessary to provide Fire Chief John Cain the same retirement bonus as part-time firefighters with more than 35 years of service, as provided in the Village's Part-Time Firefighters Handbook.

SECTION 2: 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 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 establishing providing for said bonus prior to the retirement of the Fire Chief, 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. 2025-53

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

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President of Council
Date

Mayor \_\_\_\_\_ Date \_\_\_\_\_

Attest:

## Clerk-Treasurer