

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

STATE OF OHIO <i>ex rel.</i> MARCELLA	)	CASE NO: CV 2025 06 2505
GAYDOSH,	)	
	)	JUDGE: JOY M. OLDFIELD
	)	
Relator,	)	
	)	
v.	)	
	)	
CITY OF TWINSBURG,	)	
	)	
	)	
Respondent.	)	

RESPONDENT CITY OF TWINSBURG’S
ANSWER TO COMPLAINT

Now comes Respondent, City of Twinsburg, by and through the undersigned counsel and respectfully states its Answer to Relator’s Complaint as follows:

1. Denies for want of knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint.
2. Admits the allegations contained in paragraph 2 of the Complaint.
3. Admits the allegations contained in paragraph 3 of the Complaint.
4. Admits the allegations contained in paragraph 4 of the Complaint.
5. Admits the first two sentences in paragraph 5 of the Complaint, although the initial letter of December 9, 2024, was sent by Attorney Warner Mendenhall on behalf of the proposed Relator but denies the allegations in the final sentence of that paragraph 5.
6. Admits the first sentence in paragraph 6 of the Complaint but denies the April 2, 2025 letter was sent by Relator since it was sent by Attorney Logan Trombley; admits on May 8,

2025, Director Vazzana rejected Trombley's request and denies all remaining allegations in paragraph 6 of the Complaint.

7. Admits the allegations contained in paragraph 7 of the Complaint.

8. Admits on July 1, 2013, the Twinsburg Mayor, Law Director, and Council President at the time (i.e., Katherine Procop, David Maistros, and Seth Rodin) filed articles of incorporation with the Ohio Secretary of State creating the Twinsburg CIC and that Article III stated "the corporation is formed for the sole purpose of advancing, encouraging, and promoting the industrial, economic, commercial, distribution, research and civic development of Twinsburg, Ohio" but denies all remaining allegations in paragraph 8 of the Complaint.

9. Admits that the Twinsburg CIC's original Trustees consisted of Katherin Procop, David Maistros and Seth Rodin, and admits that the CIC Trustees appointed Twinsburg's Director of Community Planning and Development, Larry Finch, to the position of Executive Director of the Twinsburg CIC but denies the remaining allegations set forth in paragraph 9 of the Complaint.

10. Admits that today, the Twinsburg CIC's Executive Director is Rebecca Ziegler who is Larry Finch's successor as Twinsburg's Director of Community Planning and Development and that presently, the Twinsburg CIC's Board of Trustees consist of the following people: Greg Rall, President; Jeff Deeds, Resident Representative; Kathi Procop, Resident Representative (former mayor of Twinsburg); Matt Cellura, Business Representative; Sam Scaffide, Twinsburg Mayor; and that Bill Furey and Karen Labbe are Trustees but not the positions set forth in the allegations in paragraph 10 of the Complaint and deny all remaining allegations in paragraph 10 of the Complaint.

11. Admits the provisions of paragraph 11 of the Complaint but denies that the allegations in said paragraph 11 were the only provisions of Ordinance No. 153-2013.

12. Admits the provisions of paragraph 12 of the Complaint but denies that the allegations in said paragraph 12 were the only provisions of Ordinance No. 153-2013.

13. Admits after passing Ordinance 153-2013, the Twinsburg never passed another ordinance designating the Twinsburg CIC as its agent, nor delegating any additional authority but denies all remaining allegations contained in paragraph 13 of the Complaint.

14. Denies the allegations contained in paragraph 14 of the Complaint.

15. Denies for want of knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint.

16. Admits that the Twinsburg CIC's effort included attempts to purchase properties adjacent to the Old School property but denies the remaining allegations contained in paragraph 16 of the Complaint.

17. Admits the allegations contained in paragraph 17 of the Complaint.

18. Admits that:

- a. Not once did Twinsburg CIC present a plan of action to Twinsburg Council for approval, nor did it ever get authority to market or sell the Old School property;
- b. The Twinsburg CIC purchased Herbert and Marilyn Holley's southernmost parcel no. 6401516 for \$485,000;
- c. Twinsburg CIC did not seek Twinsburg Council's pre-authorization to enter into purchase agreement, nor ratification after-the-fact using Twinsburg provided funds;
- d. The allegations in the third bullet point in paragraph 18 of the Complaint are accurate;
- e. The CIC board members also met with potential developers such as Liberty Development Company to discuss potential development of the Old School Property, which did not lead to anything.

- f. The allegations in the fifth and sixth bullet points in paragraph 18 of the Complaint are accurate.
- g. The developers Heritage Land Development and Bo Knez Homes responded to the Twinsburg CIC's RFQ;
- h. The Twinsburg CIC never sought Twinsburg Council pre-authorization to enter into a memorandum of understanding ("MOU") with Heritage Land Development, nor ratification of it after-the-fact since it never entered into said MOU and nevertheless would not have required Council's authority to do so;

but Respondent denies all remaining allegations contained in paragraph 18 of the Complaint that are not specifically admitted in this paragraph 18 of the Answer.

19. Admits that Relator's listed limited provisions from Sections of R.C. Chapter 1724 in paragraph 19 of the Complaint are partial portions of those Sections and that Respondent's stated legal authority is partially based on the provisions of Chapter 1724 but denies all remaining allegations in paragraph 19 of the Complaint which are not specifically admitted in this paragraph 19 of the Answer.

20. Denies the allegations in paragraph 20 of the Complaint.

21. Denies the allegations in paragraph 21 of the Complaint.

22. Admits the statements in paragraph 22 of the Complaint are a partial statement of the provisions of Twinsburg Charter Section 7.08.

23. Denies the allegations in paragraph 23 of the Complaint.

24. Admits the statements in paragraph 24 of the Complaint are a partial statement of the provisions of Twinsburg Charter Section 7.08.

25. Denies the allegations in paragraph 25 of the Complaint.

26. Admits the allegations in paragraph 26 are partially true but denies that the quoted material therein is recited verbatim.

27. Admits Twinsburg Charter Section 7.11 creates a Department of Community Planning and Economic Development and that the quoted partial language from Charter Section 7.11 is correct but denies all remaining allegations in paragraph 27 of the Complaint which are not specifically admitted in this paragraph 27 of this Answer.

28. Admits the Twinsburg Charter specifically gives the Director of the Department of Community Planning and Economic Development the authority to review and coordinate all planning and development activities in all divisions and departments of the City, does not mention the Twinsburg CIC which is not a City of Twinsburg division or department, as said CIC is a non-profit corporation that is legally distinct from the City of Twinsburg but denies all remaining allegations in paragraph 28 of the Complaint which are not specifically admitted in this paragraph 28 of this Answer.

29. Admits the Director of the City's Department of Community Planning and Economic Development is the Executive Director of the Twinsburg CIC and the Twinsburg CIC's Board of Trustees are not members of the City's Department of Community Planning and Economic Development nor the Twinsburg Planning Commission but denies all remaining allegations in paragraph 29 of the Complaint.

30. Denies the allegations in paragraph 30 of the Complaint.

31. Incorporates all of its admissions, denials and statements in paragraphs 1 through 30 of its Answer as its answer to the allegations incorporated by reference by Relator in paragraph 31 of the Complaint.

32. Denies the allegations in paragraph 32 of the Complaint.

33. Admits the quoted provision from Article XVIII, Section 3, of the Ohio Constitution is an accurate quote from a *portion* of that Section and that the remainder of the allegations in paragraph 33 of the Complaint is an accurate quote.

34. Denies the allegations in paragraph 34 of the Complaint.

35. Incorporates all of its admissions, denials and statements in paragraphs 1 through 34 of its Answer as its answer to the allegations incorporated by reference by Relator in paragraph 35 of the Complaint.

36. Admits R.C. 1724.10 (A) requires community improvement corporations to have legislative approval to act as an agent of a municipality but denies all remaining allegations in paragraph 36 of the Complaint.

37. States that R.C. Section 1724.10 provides in part that a municipality *may* designate a community improvement corporation to be its agent for industrial, commercial, distribution, and research development on its behalf by ordinance or resolution, *may* enter into a written agreement with the community improvement corporation to contract with the community improvement corporation to prepare a plan for the political subdivision of industrial, commercial, distribution, and research development and/or sell or lease municipal property, among other actions, and, if there is a plan prepared, the municipality's legislative authority shall confirm the plan for industrial, commercial, distribution, and research development to be operative but denies all allegations in paragraph 37 of the Complaint which are not specifically stated in this paragraph 37 of this Answer.

38. Admits that if the steps set forth in R.C. Section 1724.10 are taken, a community improvement corporation may take *formal* action on behalf of a municipality as its agent but denies all allegations in paragraph 38 of the Complaint that are inconsistent with the foregoing admission.

39. Admits that the Twinsburg City Council has not entered into an agreement with the Twinsburg CIC to have it prepare a development plan or to sell its real property on its behalf and has never presented a development plan for approval to Twinsburg City Council nor asked permission to market Twinsburg real property since those actions were not required at any point in time to date but denies all allegations in paragraph 39 of the Complaint which are not specifically admitted in this paragraph 39 of this Answer.

40. Denies the allegations in paragraph 40 of the Complaint.

41. Denies that Relator is entitled to any of the relief she requests in the final paragraph of the Complaint.

AFFIRMATIVE DEFENSES

1. The Complaint fails to state a claim upon which relief can be granted.

2. Respondent has acted in accordance with the Ohio Constitution, the Charter and Codified Ordinances of the City of Twinsburg, and the Ohio Revised Code at all times relevant to the Complaint.

3. Respondent is entitled to all defenses and immunities set forth in Ohio Revised Code Chapter 2744, and all other defenses and immunities under federal, state, and common law.

4. Relator's claims are barred by the doctrine of laches.

5. Relator's claims are barred by the doctrine of waiver.

6. Relator's claims are barred by the doctrine of estoppel.

7. Relator's claims should be dismissed because she has failed to join a necessary party to this action.

8. Relator's claims should be dismissed, in whole or part, because there is no actual case or controversy before this Court and/or the claims are not ripe for adjudication.

9. Relator's claims should be dismissed because the alleged dispute is not justiciable.

10. Relator's claims should be dismissed because Respondent did not abuse its corporate powers at any time.

11. Relator's claims fail in whole or part because all conduct described in the Complaint has been ratified.

12. Relator lacks standing to bring the claims asserted in her Complaint.

13. Relator is not entitled to attorney's fees.

14. Relator's actions are frivolous, entitling Respondent to its reasonable attorney's fees and expenses.

15. Respondent retains the right to assert and supplement any additional affirmative defenses which may become known throughout the course of discovery.

WHEREFORE, having answered Relator's Complaint, Respondent prays that the Complaint be dismissed, with prejudice, at Relator's costs and expense and that Respondent be awarded its reasonable costs, expenses and attorney's fees and such other relief as this Court may deem just and proper.

Respectfully submitted,

/s/ R. Todd Hunt

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Attorneys for Respondent City of Twinsburg

CERTIFICATE OF SERVICE

I certify that the foregoing Respondent City of Twinsburg's Answer to Complaint was electronically filed with the Court this 18th day of August, 2025, and is served via the Court's electronic system and was served by email to the following:

Logan Trombley, Esq.
logan@warnermendenhall.com

and

Warner Mendenhall
warner@warnermendenhall.com

Attorneys for Relator

/s/ R. Todd Hunt

R. Todd Hunt

One of the attorneys for Respondent