

THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

|                       |   |                                                |
|-----------------------|---|------------------------------------------------|
| STATE OF OHIO ex rel. | ) | CASE NO. 2025-06-2505                          |
| MARCELLA GAYDOSH,     | ) |                                                |
|                       | ) | JUDGE JOY M OLDFIELD                           |
| Relator,              | ) |                                                |
|                       | ) | <b><u>RELATOR’S REPLY TO RESPONDENT’S</u></b>  |
| v.                    | ) | <b><u>BRIEF IN OPPOSITION TO RELATOR’S</u></b> |
|                       | ) | <b><u>MOTION FOR SUMMARY JUDGMENT</u></b>      |
| CITY OF TWINSBURG     | ) |                                                |
|                       | ) |                                                |
| Defendant.            | ) |                                                |

## I. INTRODUCTION

Relator Marcella Gaydosh, through undersigned counsel, replies to Respondent City of Twinsburg’s Brief in Opposition to Relator’s Motion for Summary Judgment. Twinsburg’s Reply Brief focuses the Court’s attention on the two points of contention in this case:

- (1) Did Twinsburg abuse its corporate powers by allowing the Twinsburg Community Improvement Corporation (“Twinsburg CIC”) to engage in unapproved development activities centered around using Twinsburg taxpayer monies to acquire properties adjacent to the vacant Twinsburg-owned downtown property at 8997 Darrow Rd, Twinsburg, OH 44087 (parcel 6400109) formerly used as Twinsburg’s first school (the "Old School Property") so as to sell them all to a third-party developer (the “Downtown Redevelopment Plan”)?
  
- (2) Does the Twinsburg CIC’s existence explicitly contravene Twinsburg’s Charter and therefore are its continued operations an ongoing abuse of Twinsburg’s corporate powers?

Based on the undisputed facts in the record, the answer is affirmative for both. If the Court agrees, then it ought to grant Relator’s Motion for Summary Judgment.

## II. LAW AND ARGUMENT

The Court ought to grant Relator's Motion for Summary Judgment for these reasons:

**1. Twinsburg abused its corporate powers by allowing Twinsburg CIC to engage in the Downtown Redevelopment Plan without the necessary delegation of authority required by R.C. § 1724.10.**

Twinsburg's Opposition Brief frames the issue at hand well – did Twinsburg CIC's actions engaging in the Downtown Redevelopment Plan permissibly fall under its inherent powers described by R.C. §§ 1724.01-1724.09 or did they impermissibly fall under the additional powers described by R.C. § 1724.10 which required additional procedural steps for the Twinsburg CIC to assume those powers.

It is not a dispute of fact that Twinsburg did not perform the additional procedural steps required by R.C. § 1724.10 to give Twinsburg CIC the R.C. § 1724.10 additional powers. (Comp. ¶13, Ans. ¶13). Further, Twinsburg does not dispute that Twinsburg CIC engaged in the following activities in pursuit of the Downtown Redevelopment Plan:

- Starting in 2013, Twinsburg CIC – using Twinsburg taxpayer funds – attempted to purchase or gain control over the commercial properties surrounding the Twinsburg owned Old School Property in an area it called the “Potential Redevelopment Area” such as the Regis Brown Properties, the Holley Property, the Caldwell Banker property, the Chase Bank property, and the United States Postal Service property. (Comp. ¶17, Ans. ¶17).
- Twinsburg CIC purchased the Holly Property. (Comp. ¶18, Ans. ¶18(b)).
- Twinsburg CIC engaged in a Memorandum of Understanding for the Regis Brown Properties to jointly market it with the Old School Property and the Holly Property. (Rel. Mot. Sum. J., Ex. 6).
- In early 2021, Twinsburg issued a Request for Qualifications to find a mixed-use developer for land that “Twinsburg [CIC] and the ... Twinsburg currently have control through direct ownership or Letter of Intent” which included the Old School Property, Regis Brown Properties, and the Holley Property. This RFQ also stated “Twinsburg CIC has partnered with the City of Twinsburg and local property owners for the redevelopment of [Potential Redevelopment Area]” and “this entire tract is comprised of seven parcels and is being made available for a set fee as if it were a single tract” for a “proposed cost of \$2,800,000.” (Rel. Mot. Sum. J., Ex. 8).

- Twinsburg CIC chose Heritage Land Development's proposal, but they did not come to terms on a memorandum of understanding on how to proceed. (Comp. ¶18, Ans. ¶18(h)).

Thus, this Court needs only to apply the law to these undisputed facts and simply answer whether Twinsburg CIC's conduct was covered by its inherent powers or its additional powers. If the answer is the former, then Twinsburg did not abuse its corporate powers; if the latter, then Twinsburg did abuse its corporate powers. Relator argues that the above listed Twinsburg CIC conduct falls within its additional powers described in R.C. § 1724.10, which require prior procedural steps by Twinsburg City Council for it to be authorized to exercise such powers.

First, Relator contends that the Twinsburg CIC developed and engaged in a concerted plan to redevelop the Twinsburg-owned Old School Property by acting as Twinsburg's agent to gain control of properties surrounding the Old School Property and then market said controlled properties to developers as a single tract (i.e., the Downtown Redevelopment Plan). This activity falls neatly within this additional power described in R.C. § 1724.10(B)(1) which requires pre-approval of any development plans:

That the community improvement corporation shall prepare a plan for the political subdivision of industrial, commercial, distribution, and research development, or of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property, and such plan shall provide therein the extent to which the community improvement corporation shall participate as the agency of the political subdivision in carrying out such plan. **Such plan shall be confirmed by the legislative authority of the political subdivision**... (emphasis added)

Thus, Twinsburg abused its corporate powers by letting Twinsburg CIC engage in the Downtown Redevelopment Plan without prior approval by Twinsburg Council as required by R.C. § 1724.10(B)(1).

Second, Relator contends that the Twinsburg CIC sought to sell the Twinsburg-owned Old School Property at an unapproved price. Specifically, Twinsburg CIC marketed the Old School Property along with the Holley Property and Regis Brown Properties with a RFQ for a single price of \$2,800,000. (Rel. Mot. Sum. J., Ex. 8). In the Regis Brown MOU, Twinsburg CIC agreed to list the Twinsburg-owned Old School Property for \$600,000:

Parties to this Memorandum agree that the entire developable portion of the property will be advertised at an asking price of \$2,800,000. Purchase price and proceeds shall be divided as follows:

| PPN     | Owner                     | Est. Developable Area | Price       |
|---------|---------------------------|-----------------------|-------------|
| 6400187 | City of Twinsburg         | .07                   |             |
| 6400109 | City of Twinsburg         | 2.80                  |             |
|         |                           | 2.87 acres            | \$600,000   |
| 6409549 | Twinsburg Properties, LLC | 2.70                  |             |
| 6409551 | Twinsburg Properties, LLC | .44                   |             |
| 6409550 | Twinsburg Properties, LLC | 1.20                  |             |
| 6401766 | Twinsburg Properties, LLC | .49                   |             |
|         |                           | 4.83 acres            | \$1,800,000 |
| 6401516 | Twinsburg C.I.C.          | 1.90 acres            | \$400,000   |
| Total   |                           | 9.6 acres             | \$2,800,000 |

(Rel. Mot. Sum. J., Ex. 6). This activity falls neatly within this additional power described in R.C. § 1724.10(B)(2) which requires prior approval before marketing city-owned property for a specific price:

Authorization for the community improvement corporation to sell or to lease any real property or interests in real property owned by the political subdivision determined from time to time by the legislative authority thereof not to be required by such political subdivision for its purposes, for uses determined by the legislative authority as those that will promote the welfare of the people of the political subdivision, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the political subdivision, will provide additional opportunities for their gainful employment, or will promote the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property within the subdivision. **The legislative authority shall specify the consideration for such sale or lease and any other terms thereof.** (emphasis added).

Thus, Twinsburg abused its corporate powers by letting Twinsburg CIC market the Old School Property for a specific price without prior approval by Twinsburg Council as required by R.C. § 1724.10(B)(2).

**2. Twinsburg abused its corporate powers by creating and maintaining the Twinsburg CIC in contravention of Twinsburg's Charter.**

Again, Twinsburg's Opposition Brief frames the issue at hand well – does the Twinsburg CIC's powers conflict with or complement the Twinsburg Department of Community Planning and Economic Development's powers. If they are in conflict, then the charter created Twinsburg Department of Community Planning and Economic Development must prevail over the state law created Twinsburg CIC. If they complement each other, then the Court may find a conflict does not exist between the two; and therefore, Twinsburg CIC's existence does not contravene Twinsburg's Charter.

Relator contends the Twinsburg Department of Community Planning and Economic Development and Twinsburg CIC powers are not only overlapping but are in conflict. The history of the development of the Old School Property shows it is a zero-sum game between these corporate bodies on who leads development plans in Twinsburg. Nowhere in the undisputed rendition of facts described in Relator's Motion for Summary Judgment was the Twinsburg Department of Community Planning and Economic Development involved in the Downtown Redevelopment Plan. Thus, Twinsburg CIC had sole – not complementary – remit over the Downtown Redevelopment Plan.

Recently, Twinsburg's actions have confirmed this zero-sum relationship by stripping Twinsburg CIC of its ability to execute the Downtown Redevelopment Plan and vesting it with Twinsburg Department of Community Planning and Economic Development. Twinsburg did this by first taking Twinsburg CIC's taxpayer funding and second by transferring the Holley Property to Twinsburg ownership. Without taxpayer funding or ownership of the Holley Property, Twinsburg CIC can no longer functionally engage in the Downtown Redevelopment Plan.

Further, Twinsburg Charter Section 7.11 states the Director of Community Planning and Economic Development has the authority to “coordinate all planning and development activities in all divisions and departments of the City.” This sentence does not state “all division, departments, and community improvement corporations of the City.” Thus, the Twinsburg Charter did not provide a mechanism by which the Director could coordinate with Twinsburg CIC in a complementary role.

This shows that only one corporate body can engage in development activities like the Downtown Redevelopment Plan at a time – not both. This is especially true if this Court finds Twinsburg CIC’s activities under the Downtown Redevelopment Plan were covered under its R.C. §§ 1724.01-1724.09 inherent powers. It could be argued that Twinsburg Council’s control over Twinsburg CIC’s activities is a mechanism by which the two corporate bodies could be coordinated and complementary of each other. But if the Court finds Twinsburg CIC has such wide ranging inherent powers to engage in something like the Downtown Redevelopment Plan without prior approval (i.e., control) by Twinsburg Council, then again it appears there is more conflict than coordination.

### **III. CONCLUSION**

For the foregoing reasons, Relator Marcella Gaydosh respectfully requests that this Court grant summary judgment in her favor on both counts of her Complaint. There is no genuine issue of material fact, and Relator is entitled to judgment as a matter of law. Further, Relator is entitled to recuparate her attorney fees for her efforts to rein in Twinsburg’s abuse of corporate powers over the last decade.

Respectfully Submitted,

/s/ Logan Trombley

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**CERTIFICATE OF SERVICE**

A true and accurate copy of the foregoing served on all counsel of record via electronic filing system on this 24<sup>th</sup> day of June 2026.

/s/ Logan Trombley

Logan Trombley, 0096858