

**SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD
SPECIAL BOARD MEETING**

AGENDA

Administrative Board Room
2355 2nd Street, Cuyahoga Falls, OH
Wednesday, June 24, 2026
5:30 p.m.

BOARD MEETING

I. CALL TO ORDER – ROLL CALL

James ___ Gaugler ___ Cramer ___ Briggs ___ Youssef ___ Schrack ___ Dodson ___

II. PUBLIC COMMENT

III. DISPOSITION OF BARBERTON PROPERTY
Attachment #1

IV. BOARD ACTION ITEM

A. DISPOSITION OF BARBERTON PROPERTY

RESOLUTION #26-06-01 – Resolved that the Board authorize the Superintendent to execute a Term Sheet with the City of Barberton and the County of Summit for the sale of real property located at 501 W. Hopocan Avenue, Barberton, OH 44203 and the furniture, fixtures and equipment located therein, for the purchase price of Three Million One Hundred Thousand Dollars (\$3,100,000), with all sale proceeds to be returned to Summit DD, and that the Superintendent is further authorized to execute all other necessary documents to effectuate the sale as contemplated in the Term Sheet.

Motion: _____ Second: _____

Discussion, if any.....

ROLL CALL VOTE IF VIRTUAL ATTENDEES:

Gaugler ___ Cramer ___ Briggs ___ Youssef ___ Schrack ___ Dodson ___ James ___

V. ADJOURN

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Disposition of 501 W. Hopocan Avenue, building contents and related park parcels	Summit DD operations do not require a secondary administrative office and recommends divesting from the Barberton building which is owned by the County	Board authorize the sale of 501 W. Hopocan Avenue pursuant to the terms & conditions of the Term Sheet among the City of Barberton, the County of Summit and Summit DD

SUPPORTING DATA FOR RECOMMENDATION

Summit DD renovated the building located at 501 W. Hopocan Avenue from a sheltered workshop to an ancillary administrative office following the transition out of direct service provision in 2018. Post-COVID, the demand for administrative office space has declined and the continued necessity of maintaining a second administrative hub was identified as part of the agency's sustainability work. The building is owned by the County of Summit.

The City of Barberton desires to purchase the building from the County to include the real estate (along with three adjacent parcels that comprise a small park), current furniture, fixtures and equipment, and will undertake renovations to repurpose the same into the City's City Hall, housing the City Council chambers, Mayor's office, and general governmental administrative functions.

Summit DD has invested \$3.1M in renovation, furnishing & equipment costs for the Barberton building. The building appraised at \$2.8M plus personal property of \$167,000. The agreed-upon purchase price is \$3.1M, allocating \$2.9M for the real property and \$200,000 for the contents. At the City's option, the County will hold a mortgage on the property and will accept a \$2.9M promissory note from the City of Barberton with a 20-year repayment schedule at 4% interest. The City will pay \$200,000 for the contents of the building at closing. All proceeds from the sale, including interest, will be returned to Summit DD and deposited into the permanent improvement fund for its future use.

Legislation has been introduced at both the City of Barberton and Summit County Council seeking approval of this purchase, which represents a collaboration that optimizes public assets and ensures the highest and best use of taxpayer resources for Summit DD, the County, and the City of Barberton.

Submitted By: Lisa Kamlowsky

For: Superintendent/Assistant Superintendent

 Finance & Facilities Committee

Date: June 2026

 Services & Supports Committee

 HR/LR Committee

TERM SHEET
among
CITY OF BARBERTON, OHIO,
COUNTY OF SUMMIT &
SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

_____, 2026

The following non-binding **Term Sheet** ("Term Sheet") is entered into by and among the **City of Barberton, Ohio** ("City"), the **County of Summit, Ohio** ("County") and the **Summit County Developmental Disabilities Board** ("Summit DD" and, together with the City and County, the "Parties") as of the date set forth above. Nothing contained in this Term Sheet will be binding on either party unless and until incorporated into definitive agreements as set forth below and agreed to by the Parties in writing. Final terms for this transaction are subject to the appropriate approval processes of each party, which, for the City and County includes the approval of the respective Councils, and, for the DD Board, includes the approval of its Board Members.

1. Project Summary.

The City is the owner of certain real property located at 576 West Park Avenue, Barberton, Ohio 44203 ("576 W. Park") that currently houses the City's Municipal Court, Clerk of Courts, Police Station, Council, Law Department, Mayor's Office, and general government administrative functions. The County is the owner of certain real property located at 501 West Hopocan Avenue, Barberton, Ohio 44203 ("501 W. Hopocan"), identified in the Summit County records as PPN 0116601, that is currently minimally used for DD Board operations, together with three adjacent parcels that comprise a small pocket park, identified in the Summit County records as PPNs 0106194, 0108714, and 0103272 (the "Park Parcels")

The City intends to: (i) undertake renovations to 576 W. Park to repurpose the same into the City's Justice Center, housing the City's Municipal Court, Clerk of Courts, Police Station, and Law Department, (ii) purchase from the County 501 W. Hopocan and the Park Parcels, (iii) undertake renovations to 501 W. Hopocan to repurpose the same into the City's City Hall, housing the City's Council, Mayor's Office, general governmental administrative functions, and community facilities, and (iv) utilize the Park Parcels as a City park facility. The County intends to: (i) sell 501 W. Hopocan and the Park Parcels to the City upon the terms and conditions set forth herein, (ii) provide the City with the option to finance said purchase through the County pursuant to the terms and conditions set forth herein, and (iii) provide the funds from the sale (and, if financed, from the financing) to the DD Board for its use, as provided for herein.

2. Sale of 501 W. Hopocan and Park Parcels.

The County will sell 501 W. Hopocan and the Park Parcels to the City pursuant to a real estate purchase agreement (the "Purchase Agreement"), to be prepared by the City, with the following terms and conditions:

- a. Purchase Price \$3,100,000 (Allocated \$2,900,000 for the real property and \$200,000 for the Contents, as defined below.) At Closing, City shall deliver cash in the amount of \$200,000 for the Contents and either (i) the Financing Documents, as defined below, or (ii) cash, for the balance of the Purchase Price.

- b. Property: The City will purchase the real estate and the current furniture, fixtures, equipment, AV equipment and security equipment, as itemized on an appraisal obtained by the DD Board and shared with the City and County, as the same may be added to by the City and DD Board (the "Contents").
- c. Due Diligence: The City will have 60 days to perform all necessary due diligence upon 501 W. Hopocan and the Park Parcels. The County, through the DD Board, will provide the City with all appropriate testing and reports previously conducted upon 501 W. Hopocan and the Park Parcels within its possession.
- d. Title & Survey: The City will have the right to obtain and review a title commitment and to object to any defects in the title during the due diligence period. Title will be conveyed by a limited warranty deed and title insurance will be issued in the name of the City by Kingdom Title (the "Title Company"), who will also serve as the escrow agent. The City will also have the ability to obtain an ALTA survey during the due diligence period.
- e. Conditions: The Purchase Agreement will contain customary terms and conditions to the closing ("Closing").
- f. Condition of Property: Subject to customary representations and warranties, the City will purchase 501 W. Hopocan, the Park Parcels, and the Contents in "as-is" condition.
- g. Closing: 30 days after completion or waiver of due diligence period.
- h. Closing Costs: City will pay for the cost of the title commitment, the title policy, the preparation of the deed, property transfer taxes and conveyance fees (the Parties anticipate an exempt conveyance) and any other closing costs and escrow fees. Each party will bear its own attorney fees.
- i. Prorations: All taxes, assessments and utilities will be pro-rated as of the Closing.
- j. Possession: The City will take possession of 501 W. Hopocan, the Park Parcels and the Contents at Closing.

3. Option to Finance of Sale.

Within the Purchase Agreement, the County will provide the City the option to finance the purchase of 501 W. Hopocan and the Park Parcels (excluding the contents), pursuant to a Loan Agreement, Note and Mortgage secured by the purchased real property (the "Financing Documents"), to be prepared by the City, pursuant to the following terms and conditions:

- a. Amount Financed: \$2,900,000.00

- b. Term: Up to 20 years. The City may elect a shorter term.
- c. Interest Rate: 4%
- d. Annual Payment: If amortized over the full 20 years, the annual debt service will be \$213,287.08.
- e. Payment Date: Annual payments will be due on May 1st of each calendar year, commencing May 1, 2027.
- f. Pre-Payment: The loan may be pre-paid early by the City without penalty.
- g. Security: The loan will be secured by:
 - (i) A first mortgage upon 501 W. Hopocan Ave.; and
 - (ii) A provision in the Loan Agreement granting the County the right that, in the event of a default, it may withhold delinquent amounts due from property tax settlements or local government fund distributions (in the event property taxes become unconstitutional).

4. Agreement for Compensation.

At Closing, the County and DD Board will enter into an Agreement of Compensation, in similar form used by those Parties in the past, whereby the County will place into its permanent improvement fund the proceeds of the sale of 501 W. Hopocan, the Park Parcels and the Contents, both the sums paid at Closing and the sums paid pursuant to the Financing Documents (including principal and interest). Those funds will then be made available by the County to the DD Board upon request by the DD Board to be utilized by the DD Board for appropriate permanent improvement expenses in the future.

8. General Provisions.

- a. Amendments and Supplements. No provision of this Term Sheet may be effectively amended, changed, modified, altered or terminated unless set forth in a writing signed by all the Parties hereto.
- b. Execution Counterparts/PDF. This Term Sheet may be executed in any number of counterparts, each of which will be regarded as an original and all of which will constitute but one and the same instrument. Copies of signatures sent or provided electronically in portable document format (PDF) will be deemed to be originals for purposes of execution and proof of this Term Sheet.
- c. Non-Binding. The terms and conditions contained herein are non-binding on the Parties until such time as they are incorporated into the terms of the Cooperative Agreement, Purchase Agreement, Grant Agreement and any other necessary agreements, after being duly authorized, and executed by the Parties.
- d. Assignment. The City may not assign its rights under this Term Sheet without the Foundation's prior written consent.

By signing below, the Parties accept and acknowledge this Term Sheet as setting forth the terms and conditions of the aforementioned agreements to be more fully negotiated, finalized, authorized and executed by the Parties.

City of Barberton, Ohio

By: _____
William B. Judge, Mayor

Date

County of Summit, Ohio

By: _____
Ilene Shapiro, County Executive

Date

Summit County Developmental Disabilities Board

By: _____
Lisa Kamlowky, Superintendent

Date