

BOARD MEMBERS: Douglas J. Preisse, Chairman ★ Josh Jaffe ★ Kimberly E. Marinello ★ Michael E. Sexton

Antone White, DIRECTOR David R. Payne, DEPUTY DIRECTOR

January 11, 2022

To Whom It May Concern:

On behalf of the Franklin County Board of Elections, we personally thank you and all the facility managers, staff, and other administrators who have assisted the Board in administering elections by providing space to be used on Election Day as a polling location. Due to your assistance, voters in your immediate neighborhood can exercise their right to vote.

2022 is going to be another busy year for election administration in Franklin County with many local, state, and federal contests on the ballot on May 3, 2022 and November 8, 2022. To help us accomplish our statutory duty to provide polling locations on Election Day, we trust that you will once again be able to provide space in your facility to be used as a polling location.

To assist us with managing expectations, a Polling Location Agreement for the use of your facility is included. In addition, we have enclosed a Logistics Information Sheet for your specific building. Completing and returning this form will allow us to communicate key information such as the voting machine delivery schedule, availability of accessible parking, ADA Requirements and voting spaces, equipment requirements such as tables and chairs, and power availability. Most importantly, this information allows for accurate contact information for your local personnel who may need to be contacted in the event of an emergency before, during, or after Election Day.

2022 Agreement Changes

In preparation for this year's elections, we wanted to point out two new changes to the standard agreement we've sent to you in previous years.

Monday Night Set-up: Section I of the enclosed agreement includes additional language for the use of your facility on the Monday directly preceding Election Day to conduct Monday night set up of the polling location. It is imperative that all Franklin County Polling locations open on time at 5:30 a.m. on Election Day. Beginning with the November 4, 2019 General Election, the Board began conducting Monday night set-up of our polling locations. This project started out as a pilot and has now grown to include all Franklin County polling locations. With the numerous requirements our poll workers must complete to set up a polling location, we found that having the ability to setup the location the night before the Election provides for an easier experience on Election Day, and it helps to ensure that the location polls open on time at 6:30 am. In previous elections, Board staff contacted you or your facility managers directly to arrange for your facility to be open on Monday night. However, now that Monday Night setup is a permanent part of our election process, we have inserted language into this standard agreement to ensure that your facility will be available on Monday night.

OVER

It is our preference to conduct Monday night setup between 6:00 p.m. and 9:00 p.m. However, we understand that the demands on you, your staff, or the scheduling of other activities may prevent us from using your facility on Monday night from 6:00 p.m. to 9:00 p.m. Should there be any conflicts, the Board logistics team will work with you to find a mutually agreeable time on Monday to conduct set-up.

Election Day Campaigning: Section I of the enclosed agreement includes additional language regarding the ability for individuals to campaign at polling locations. Ohio Revised Code (“O.R.C.”) 3501.30 and 3501.35 permit individuals to campaign for candidates at designated polling places, provided such individuals maintain compliance with O.R.C. 3501.35 at all times. This language was added to the standard agreement to provide clarification for your facility managers and to ensure the rights of any individual who wish to campaign at Franklin County polling locations on Election Day.

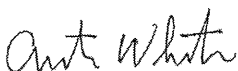
We continue to build on our commitment to full accessibility to our polling locations for voters with disabilities – not only because the Board of Elections has a statutory responsibility to do so, but because we want to ensure that all voters can take full advantage of their right to vote in an independent and uncompromised manner. As a public facility, you may have the same federal and state accessibility requirements that govern election. Please have any facility upgrades completed by March 15 so that we can verify compliance. If we determine a facility is noncompliant with accessibility requirements, we will install temporary signage and additional equipment to ensure that your facility is ADA compliant on Election Day.

Remember to complete the Logistical Information Sheet. This Logistics Information Sheet is one of the most important tools our Logistics team uses in communicating important information. Prior to each election, we will send you two postcards and an email reminding you to make the facility available for the Monday night before Election Day, Election Day, and our planned dates for voting equipment delivery. We will also send a notice with the date we will retrieve the voting equipment. Please maintain the yellow copy of the agreement for your records and return the signed white copy with the Logistics Information Sheet in the postage paid envelope. If you have any questions about this form or our planned use of your facility, please do not delay in contacting our Logistics Department 614-525-5213.

If you are not the correct individual to whom this important information should be sent, please forward these documents to the proper person or call our office at 614-525-5213 to provide the correct contact information.

Thank you again for ensuring a safe, accessible, and convenient place to vote for your community.

Sincerely,



Antone White
Director



David Payne
Deputy Director

Enclosures:
Polling Location Agreement
Logistics Information Sheet
Self-addressed stamped envelope

BOARD MEMBERS: Douglas J. Preisse, Chairman ★ Josh Jaffe ★ Kimberly E. Marinello ★ Michael E. Sexton

Antone White, DIRECTOR David R. Payne, DEPUTY DIRECTOR

**FRANKLIN COUNTY BOARD OF ELECTIONS
Agreement for Polling Places in Public Buildings
Supported by Taxation G1**

**LID# 1105
Gahanna 3-D
Gahanna City Hall
200 South Hamilton Road**

The Franklin County Board of Elections, 1700 Morse Road, Columbus, Ohio 43229 (hereinafter, the "Board"), by and through its statutory authority to establish polling places in public buildings enters into this Agreement with the undersigned facility occupant (the "Facility Occupant") for the purpose of establishing communication between, determining obligations for, and managing expectations of the Board and Facility Occupant in the Board's use of the Facility Occupant's facility (the "Facility"), as further defined in Section V, as a voting location for any election authorized by Title XXXV of the Ohio Revised Code for the calendar year ending December 31, 2022, including, but not limited to, the primary election to be held on May 3, 2022 and the general election to be held on November 8, 2022 (hereinafter referred to as "Election Day"). This Agreement shall be in effect beginning on the Effective Date, as defined below, and end on December 31, 2022 (the "Contract Term").

Section I. ADEQUATE FACILITIES FOR EACH POLLING PLACE PURSUANT TO R.C. 3501.29(A)

It is agreed that sufficient space to conduct elections, as determined by the Board, as well as heating, cooling, light, electric power, and other such public utilities will be furnished to the Board by the Facility Occupant at all times during which such Facility is occupied by the Board.

It is further agreed that authorized representatives of the Board shall have peaceable and unhampered possession of and access to the Facility during such hours as the Board may require for the necessary and proper conduct of elections, including, but not limited to, Election Day and the delivery, retrieval, and maintenance of voting equipment prior to and following Election Day.

It is further agreed by the parties that the Facility Occupant will provide precinct election officials, representatives of the Board, and other individuals authorized by Ohio law access to the Facility on both the Monday directly preceding Election Day beginning not later than 6:00 p.m. until 9:00 pm or at another mutually agreeable

time to conduct Monday night setup of the polling location and Election Day beginning not later than 5:30 a.m. until 11:00 p.m. on each day, or until such time as the precinct election officials have departed and delivered to the Board all required materials and supplies necessary to certify unofficial election results and as are otherwise required by state law, generally, not later than 11:00 p.m. on Election Day.

It is further agreed that the Facility Occupant will designate a responsible person to open and close the location, not later than 5:00 a.m. or earlier than 11:00 p.m., respectively, or provide a key to the Facility for use by the Board. The Board certifies that it will maintain the key in a safe and secure place while in its possession. In the event that the Board requires access to the Facility outside of these agreed upon times, the Facility Occupant will provide immediate, peaceable, and unhampered access to the Facility as is necessary and proper for the conduct of elections.

It is further agreed that the Facility Occupant will abide by all relevant federal and state laws that may be incumbent upon it as a result of its execution of this Agreement.

Facility Occupant agrees and understands that Ohio Revised Code ("O.R.C.") 3501.30 and 3501.35 permit individuals to campaign for candidates at designated polling places, provided such individuals maintain compliance with O.R.C. 3501.35 at all times. Facility Occupant shall not interfere with any individual's right to campaign for any candidate on Election Day at the Facility so long as such individual is not in violation of O.R.C. 3501.35. In the event that Facility Occupant believes an individual is in violation of O.R.C. 3501.35, Facility Occupant shall notify precinct election officials or representatives of the Board of its concerns so that precinct election officials or representatives of the Board may address the Facility Occupant's concerns in a manner consistent with the laws of the State of Ohio.

SECTION II. ACCESSIBLE FACILITIES FOR EACH POLLING PLACE PURSUANT TO R.C. 3501.29(B)(1)

Notwithstanding any other section of federal or state law to the contrary, it is agreed that the Facility Occupant shall provide the following:

- (a) a facility that is free of barriers that would impede ingress and egress of handicapped persons on the shortest accessible route from the parking lot to the room in which the polling place is located inside the facility or that has been temporarily retrofitted to accommodate handicapped persons, including but not limited to entrances that are level or are provided with a nonskid ramp of not over eight percent gradient, if applicable and doors that are a minimum of thirty-two inches wide; and
- (b) the minimum number of special parking locations, also known as handicapped parking spaces or disability parking spaces, for handicapped person in accordance with 28 C.F.R. Part 36, Appendix A, and in compliance with division (E) of section 4511.69 of the Revised Code and any other relevant municipal ordinance (see Appendix A).

- (c) additional items required under section 3501.29 of the Ohio Revised Code, as outlined in Appendix A.

It is further agreed that, in all circumstances, the Board has the right to install temporary equipment, including, but not limited to, traffic cones and signage, to mitigate the circumstances that, in the opinion of the Board, render the facility inaccessible for use as a polling place.

SECTION III. TERMINATION AND TRANSFER

In the event the Facility Occupant shall vacate the Facility at any time during the life of this Agreement, the individual executing this Agreement on behalf of the Facility Occupant shall notify the Board of such vacation at once. Proper notice shall be given to the Board not later than sixty (60) days prior to any Election Day. In the event that the Facility Occupant vacates the Facility at any time during the Contract Term, the Contract shall automatically terminate, and the Board shall not be held responsible for payment of fees to any other person or entity. The Board reserves the right to terminate this Agreement for any reason and at any time without notice to the Facility Occupant.

SECTION IV. COMPENSATION

Whereas Ohio law requires the authority which has the control of any building or grounds supported by taxation under the laws of this state to make available the necessary space therein for the purpose of holding elections and adequate space for the storage of voting machines, without charge for the use thereof upon application of the Board, the undersigned parties agree that the Board shall pay a reasonable sum for onsite building staff necessary to allow building access for conducting Monday night setup of the polling location at the rate of \$20.00 per hour and for necessary janitorial services at the rate of \$20.00 for every hour on each Election Day for which the facility is used as a polling place under this Agreement, beginning at 5:00 a.m. and concluding at 11:00 p.m., during which the building is not otherwise normally and customarily open to the public. The Facility Occupant shall submit an invoice to the Board, not later than ten days following the Election Day on which the Facility was used as a polling place under this Agreement, for janitorial fees as herein agreed to.

SECTION V. LOCATION(S) COVERED BY THIS AGREEMENT

Gahanna City Hall
200 South Hamilton Road
Gahanna, OH 43230

Agreed to and entered into by and between the Franklin County Board of Elections and Facility Occupant this _____ day of _____, 2022.

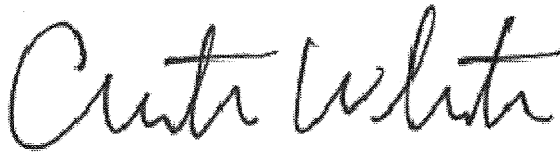
FACILITY OCCUPANT:

Authorized Signature: _____

Print Name: _____

Title: _____

FRANKLIN COUNTY BOARD OF ELECTIONS:

A handwritten signature in black ink that reads "Antone White". The signature is written in a cursive, flowing style.

**Antone White
Director**

Complete and sign both copies of this Agreement, keeping the yellow copy for your files, and return the white copy to:

**Franklin County Board of Elections
Logistics Division
1700 Morse Road
Columbus, Ohio 43229**

If you have any questions, please call 525-5213.

APPENDIX A

This appendix is not intended to provide a legal interpretation of, replace, or supersede the requirements of 28 C.F.R. Part 36, Appendix A nor R.C. 4511.69(E) but is provided as a courtesy to the public facility occupant as to the minimum expectations of the Franklin County Board of Elections as it relates to accessible parking spaces for persons with disabilities.

MINIMUM NUMBER OF HANDICAP ACCESSIBLE PARKING SPACES RELATIVE TO TOAL PARKING SPACES

1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total

In the event that the facility has parking spaces greater than 1,000 in number, there should be 20 handicap accessible parking spaces plus 1 for each 100 spaces over 1,000.

HANDICAP ACCESSIBLE PARKING SPACE DESIGN

Handicap accessible parking spaces in the minimum number described above need not be provided in the same lot as is normally and customarily available for all other voters but may be provided in a different location if equivalent or greater accessibility, in terms of distance from a handicap accessible entrance on the shortest accessible route from the parking lot to the room in which the polling place is located inside the facility, cost convenience is ensured.

Except as is required for "van accessible" parking spaces, access aisles adjacent to handicap accessible spaces shall be 60 inches (1525 mm) wide minimum.

One in every eight handicap accessible spaces, but not less than one, shall be considered "van accessible" and served by an access aisle 96 inches (2440 mm) wide minimum

HANDICAP ACCESSIBLE PARKING SPACE SIGNAGE

A sign must be displayed for each handicap accessible parking space. The handicapped accessible parking space sign must be located in a manner so it cannot be obscured by a vehicle parked in the space. Signs should be placed 60 inches (5 feet) minimum above the finish floor or ground surface measured from the bottom of the

sign. Sign size shall be a minimum of 12 inches (1 foot) wide by 18 inches (1 foot-6 inches) high. The color of the sign shall be blue with white lettering and icons.

The words HANDICAPPED PARKING must be contained on the handicap accessible parking space sign and appear above the international symbol for accessibility.

The words VAN ACCESSIBLE must be contained on the handicap accessible parking space sign and appear below the international symbol for accessibility for signs designating a "van accessible" parking space.

The sign (or an additional sign attached to the same signpost but below the primary signage) must contain language stating the dollar amount of the fine that can be applied to unauthorized persons parking in the handicap accessible parking space. Recommended language for the placard is "UP TO \$500 FINE" for handicap accessible parking spaces serving buildings located within the City of Columbus and "UP TO \$250 FINE" for all others.

Note that painting the international symbol for accessibility on the ground alone does not sufficiently designate a parking space as handicap accessible

BOARD MEMBERS: Douglas J. Preisse, Chairman ★ Josh Jaffe ★ Kimberly E. Marinello ★ Michael E. Sexton

Antone White, DIRECTOR David R. Payne, DEPUTY DIRECTOR

**FRANKLIN COUNTY BOARD OF ELECTIONS
Agreement for Polling Places in Public Buildings
Supported by Taxation G1**

**LID# 2061
Gahanna 3-B & F
Gahanna Senior Center
480 Rocky Fork Boulevard**

The Franklin County Board of Elections, 1700 Morse Road, Columbus, Ohio 43229 (hereinafter, the "Board"), by and through its statutory authority to establish polling places in public buildings enters into this Agreement with the undersigned facility occupant (the "Facility Occupant") for the purpose of establishing communication between, determining obligations for, and managing expectations of the Board and Facility Occupant in the Board's use of the Facility Occupant's facility (the "Facility"), as further defined in Section V, as a voting location for any election authorized by Title XXXV of the Ohio Revised Code for the calendar year ending December 31, 2022, including, but not limited to, the primary election to be held on May 3, 2022 and the general election to be held on November 8, 2022 (hereinafter referred to as "Election Day"). This Agreement shall be in effect beginning on the Effective Date, as defined below, and end on December 31, 2022 (the "Contract Term").

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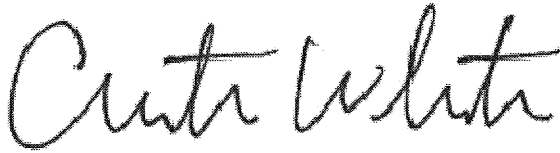
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**Antone White
Director**

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Note that painting the international symbol for accessibility on the ground alone does not sufficiently designate a parking space as handicap accessible