City of Dublin
**Office of the City Manager**
5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

# Memo

**To:** Members of Dublin City Council

**From:** Dana L. McDaniel, City Manager

**Date:** March 9, 2017

**Re:** **Resolution 11-17 - Franklin County Board of Elections Memorandums of Understanding**

## Background

Attached is legislation authorizing three memorandums of understanding with the Franklin County Board of Elections for public elections administered in City Hall, the Dublin Community Recreation Center and Kaltenbach Park Community Center during the calendar year 2017. The same resolution has been adopted in past years for use of City Hall, the Community Recreation Center and the Kaltenbach Park Community Center. The proposed memorandums of understanding are intended to clarify the City's role in providing space for elections.

Key areas include:

- the City shall furnish heat, light, electric power, and sufficient space to host the elections;
- access for Franklin County Board of Elections to the buildings for proper conduct of the elections and access to voting equipment;
- designation of City personnel responsible for opening and closing the facilities on election day(s);
- requires that the City notify the Board of Elections not later than 60 days prior to any election if the facilities are vacated by the owner.

Furthermore, the resolution reaffirms the City of Dublin's commitment to provide accessibility to the polls for voters with disabilities by maintaining compliance with the Americans with Disabilities Act.

Staff's review of the memorandums indicates no concerns with the City's ability to meet any of the obligations to ensure safe and accessible polling locations for Dublin residents.

## Recommendation

Staff recommends adoption of Resolution 11-17 at the March 13, 2017 Council meeting.

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 11-17 Passed _____, 20____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO MEMORANDUMS OF UNDERSTANDING WITH THE FRANKLIN COUNTY BOARD OF ELECTIONS FOR USE OF MUNICIPAL PROPERTY IN THE ADMINISTRATION OF PUBLIC ELECTIONS**

**WHEREAS,** the City of Dublin recognizes the need to support our democratic system with the facilitation of public elections; and

**WHEREAS,** the City of Dublin strives to provide accessibility to and functionality of the polls for all residents, including those with disabilities, by maintaining compliance with the Americans with Disabilities Act; and

**WHEREAS,** the Franklin County Board of Elections has requested that the City of Dublin execute memorandums of understanding to formalize the voting location arrangements for the calendar year ending December 31, 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute the "Dublin 4-C Memorandum of Understanding," attached hereto as Exhibit "A" regarding the use of Dublin City Hall as a polling location.

Section 2. The City Manager is hereby authorized to execute the "Dublin 2-E Memorandum of Understanding," attached hereto as Exhibit "B" regarding the use of the Dublin Community Recreation Center as a polling location.

Section 3. The City Manager is hereby authorized to execute the "Washington Memorandum of Understanding," attached hereto as Exhibit "C" regarding the use of the Kaltenbach Park Community Center as a polling location.

Section 4. This Resolution is effective upon passage, in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2017.

_____
Mayor - Presiding Officer

ATTEST:

_____
Clerk of Council

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

**LID# 1078**
**Dublin 4-C**
**Dublin City Hall**
**5200 Emerald Parkway**

The Franklin County Board of Elections, 1700 Morse Road, Columbus, Ohio 43229 (hereinafter, the "Board"), by and through its statutory authority to determine public schools and public buildings as suitable and available for use as a polling place enters into this Memorandum of Understanding with the undersigned facility occupant for purpose of establishing communication between, determining obligations for, and managing expectations of the Board and undersigned facility occupant in the Board's use of this facility as a voting location for any election authorized by Title XXXV of the Ohio Revised Code for the calendar year ending December 31, 2017, including but not limited to the 2017 May 2, primary, and November 7, general elections.

## 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 undersigned facility occupant when such space 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 undersigned occupant's facility during such hours as the Board may required 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 that on Election Day precinct election officials, representatives of the Board, and other individuals authorized by Ohio law will have access to the location beginning not later than 5:30 a.m. 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.

It is further agreed that the undersigned facility occupant will designate a responsible person to open and close the location on Election Day, not later than 5:30 a.m. nor 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 undersigned 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 undersigned 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 except those rights reserved to or by the undersigned facility occupant to which the undersigned facility occupant.

**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 undersigned 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 per cent 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 undersigned facility occupant shall vacate said room at any time during the life of this agreement, the signer 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. 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 Memorandum of Understanding for any reason and at any time without notice to the undersigned facility.

**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 necessary janitorial service at the rate of $20.00 for every hour on each Election Day for which the facility is used 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 undersigned facility occupant shall bill 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**

Dublin City Hall
5200 Emerald Parkway
Dublin, OH 43017

Agreed to and entered into by and between the Franklin County Board of Elections and undersigned facility occupant this _____ day of _____, 2017.

**FACILITY OCCUPANT:**

**Authorized Signature**: _____

**Print Name:** _____

**Title:** _____

**FRANKLIN COUNTY BOARD OF ELECTIONS:**

**Edward J. Leonard**
**Director**

**Complete and sign both copies of this Memorandum of Understanding, 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 an 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 sign post 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.

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

**LID# 1079**
**Dublin 2-E**
**Dublin Community Recreation Center**
**5600 Post Road**

The Franklin County Board of Elections, 1700 Morse Road, Columbus, Ohio 43229 (hereinafter, the "Board"), by and through its statutory authority to determine public schools and public buildings as suitable and available for use as a polling place enters into this Memorandum of Understanding with the undersigned facility occupant for purpose of establishing communication between, determining obligations for, and managing expectations of the Board and undersigned facility occupant in the Board's use of this facility as a voting location for any election authorized by Title XXXV of the Ohio Revised Code for the calendar year ending December 31, 2017, including but not limited to the 2017 May 2, primary, and November 7, general elections.

**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 undersigned facility occupant when such space 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 undersigned occupant's facility during such hours as the Board may required 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 that on Election Day precinct election officials, representatives of the Board, and other individuals authorized by Ohio law will have access to the location beginning not later than 5:30 a.m. 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.

It is further agreed that the undersigned facility occupant will designate a responsible person to open and close the location on Election Day, not later than 5:30 a.m. nor 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 undersigned 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 undersigned 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 except those rights reserved to or by the undersigned facility occupant to which the undersigned facility occupant.

**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 undersigned 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 per cent 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 undersigned facility occupant shall vacate said room at any time during the life of this agreement, the signer 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. 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 Memorandum of Understanding for any reason and at any time without notice to the undersigned facility.

**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 necessary janitorial service at the rate of $20.00 for every hour on each Election Day for which the facility is used 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 undersigned facility occupant shall bill 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**

Dublin Community Recreation Center
5600 Post Road
Dublin, OH 43017

Agreed to and entered into by and between the Franklin County Board of Elections and undersigned facility occupant this _____ day of _____, 2017.

**FACILITY OCCUPANT:**

**Authorized Signature**: _____

**Print Name:** _____

**Title:** _____

**FRANKLIN COUNTY BOARD OF ELECTIONS:**

**Edward J. Leonard**
**Director**

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

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**Logistics Division**
**1700 Morse Road**
**Columbus, Ohio 43229**

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

## APPENDIX A

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| 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 an 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.

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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.

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

**LID# 1272**
**Washington**
**Kaltenbach Park Community Center**
**5985 Cara Road**

The Franklin County Board of Elections, 1700 Morse Road, Columbus, Ohio 43229 (hereinafter, the "Board"), by and through its statutory authority to determine public schools and public buildings as suitable and available for use as a polling place enters into this Memorandum of Understanding with the undersigned facility occupant for purpose of establishing communication between, determining obligations for, and managing expectations of the Board and undersigned facility occupant in the Board's use of this facility as a voting location for any election authorized by Title XXXV of the Ohio Revised Code for the calendar year ending December 31, 2017, including but not limited to the 2017 May 2, primary, and November 7, general elections.

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It is further agreed that authorized representatives of the Board shall have peaceable and unhampered possession of and access to the undersigned occupant's facility during such hours as the Board may required 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.

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It is further agreed that the undersigned 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 except those rights reserved to or by the undersigned facility occupant to which the undersigned facility occupant.

**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 undersigned 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 per cent 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.

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**SECTION V. LOCATION(S) COVERED BY THIS AGREEMENT**

Kaltenbach Park Community Center
5985 Cara Road
Dublin, OH 43016

Agreed to and entered into by and between the Franklin County Board of Elections and undersigned facility occupant this _____ day of _____, 2017.

**FACILITY OCCUPANT:**

**Authorized Signature**: _____

**Print Name:** _____

**Title:** _____

**FRANKLIN COUNTY BOARD OF ELECTIONS:**

Edward J Leonard

**Edward J. Leonard**
**Director**

**Complete and sign both copies of this Memorandum of Understanding, 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

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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.