



**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

Henry F Curtis, IV, Chairman

Anthony W. Perlatti, Director

Inajo Davis Chappell, Board Member

Anthony Kaloger, Deputy Director

Terence M. McCafferty, Board Member

Lisa M. Stickan, Board Member

MEETING AGENDA

January 23, 2024

9:30 a.m.

THE PLEDGE OF ALLEGIANCE

ADMINISTRATIVE

1. Approval of the minutes from the December 18, 2023, board meeting
2. Acknowledgment of Secretary of State Directive 2024-02: Ballots for March 19, 2024, Primary Election

BALLOT

3. Certification of the Post Election Audit Summary for the December 5, 2023, East Cleveland Recall Election

CANDIDATE & PETITION SERVICES

4. Protest hearing filed by Donna Walker-Brown regarding the candidacy of Nathaniel Hartfield, candidate House District 20, State Representative
5. Protest hearing filed by Donna Walker-Brown regarding the candidacy of Terrence Upchurch, candidate House District 20, State Representative
6. Acknowledgement of appointments to elected office
7. Acknowledgment of candidate withdrawals from the March 19, 2024, Presidential Primary Election
8. Certification of Write-In Candidates for the March 19, 2024, Presidential Primary Election
9. Certification of Charter Amendments for the March 19, 2024, Presidential Primary Election

ELECTION OFFICIALS

10. Acknowledgment of Precinct Election Official (PEO) Performance Report for the November 7, 2023, General Election

HUMAN RESOURCES

11. Approval of the personnel agenda

NEW BUSINESS

- March 19, 2024, Presidential Primary Election Update

PUBLIC COMMENT¹

EXECUTIVE SESSION

Discussion of personnel issues (to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official) and disputes involving the public body that are the subject of pending or imminent court action.

Video of this meeting can be viewed at <https://www.youtube.com/CuyahogaCountyBOE>

¹ Please email mbejjani@cuyahogacounty.gov or dwhite1@cuyahogacounty.gov with your name and the nature of your comment so we can fully assist you.

2024 Board Meeting Schedule

January 2024

Tuesday, January 23rd @9:30 a.m.

Certification of remaining issues, charter amendments, and write in candidates for the March 19, 2024 Presidential Primary Election

February 2024

Tuesday, February 20th @9:30 a.m.

February Board Meeting

March 2024

Friday, March 15th @9:30 a.m.

Meeting for the March 19, 2024 Presidential Primary Election

Tuesday, March 19th

March 19, 2024 Presidential Primary Election

April 2024

Monday, April 1st @9:30 a.m.

Provisional verification for the March 19, 2024 Presidential Primary Election

Tuesday, April 9th @9:30 a.m.

Certification of the March 19, 2024 Presidential Primary Election

May 2024

Tuesday, May 7th @9:30 a.m.

May Board Meeting

June 2024

Tuesday, June 11th @9:30 a.m.

June Board Meeting

July 2024

Tuesday, July 16th @9:30 a.m.

July Board Meeting

August 2024

Tuesday, August 6th

August 6, 2024 Special Election

Monday, August 19th @9:30 a.m.

Certification of candidates and issues for the November 5, 2024 General Election

September 2024

Monday, September 9th @9:30 a.m. Certification of remaining issues, charter amendments, and write in candidates for the November 5, 2024 General Election

October 2024

Tuesday, October 8th @9:30 a.m. October Board Meeting

November 2024

Friday, November 1st @ 9:30AM Meeting for the November 5, 2024 General Election

Tuesday, November 5th November 2, 2024 General Election

Monday, November 18th @9:30 a.m. Provisional Verification for the November 5, 2024 General Election

Tuesday, November 26th @9:30 a.m. Certification of the November 5, 2024 General Election

December 2024

Thursday, December 12th @9:30 a.m. December Board Meeting

Agenda Item

#1

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

**Board Meeting
12/18/2023**

Attending:

Henry F Curtis, IV, Chairman
Inajo Davis Chappell, Board Member
Lisa M. Stickan, Board Member
Terence M. McCafferty, Board Member
Anthony Perlatti, Director
Tony Kaloger, Deputy Director

Mary Bejjani, Clerk to the Board
Skip White, Clerk to the Board

The Cuyahoga County Board of Elections Meeting began at 9:30 a.m. Hereinafter referred to as the CCBOE/Board.

Chairman Curtis noted that all Board Members were in attendance.

Agenda Item 1: Determination of the validity of provisional ballots and authorization to count provisional ballots from the December 5, 2023, East Cleveland Recall Election

Hasani Wheat, Registration Department Manager, presented the December 5, 2023, East Cleveland Recall Election provisional ballot report, as provided in the meeting materials.

Chairman Curtis moved to approve the determination of the validity of provisional ballots and authorization to count provisional ballots from the December 5, 2023, East Cleveland Recall Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 2: Approval of the minutes from the November 20, 2023, board meeting

Chairman Curtis moved to approve the minutes from the November 20, 2023, board meeting. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 3: Additional discussion on alleged voters who voted twice in the November 7, 2023, General Election

Deputy Director Kaloger stated that at the November 20, 2023, board meeting, the board discussed two provisional voters who were questionable double voters. At the time, the Board voted not to count those two individuals' provisional ballots. The Board did ask for additional information on the two voters. The first voter, Cynthia Renee Barron, voted at the polls on Election Day and realized after scanning her ballot that she made a mistake and wanted to vote differently. The poll workers correctly informed her that she could not obtain another ballot since her ballot had been fully processed. The voter then came to the CCBOE on Election Day complaining that she had mismarked her ballot and

Narrative that is underlined in the CCBOE minutes relates to a motion that was acted on by the Board.

was denied the opportunity to recast it at the polling location. The CCBOE staff reported that they explained to the voter that the polling location correctly advised her that the second ballot could not be issued since the first ballot was counted. The voter demanded to cast a second ballot. The CCBOE staff reported that the encounter lasted only a few minutes. In accordance with the Secretary of State (SOS) de-escalation training, it is against rushing to involve law enforcement and only to call law enforcement if there is a safety concern of an individual or others are in jeopardy. CCBOE staff determined that the best path to de-escalation was to allow the voter to cast a provisional ballot, knowing that the election day ballot would be counted and the provisional ballot would, therefore, be rejected. The second voter, Timothy George Jacobs, has been a regular voter in Ottawa County since 2020 and cast an absentee ballot in Ottawa County on October 20, 2023. On November 1, 2023, the voter came to the CCBOE to vote Early In-Person. The voter updated his registration address when he cast a provisional ballot. As part of the provisional verification process, the CCBOE contacted Ottawa County BOE to see if he had voted in Ottawa County, and the CCBOE was informed that he had voted an absentee ballot in Ottawa County. The CCBOE Board Members voted not to count his provisional ballot on November 20, 2023. The CCBOE did not have an email address or valid phone number for the voter, so on November 21, 2023, the CCBOE sent a letter requesting that he contact the CCBOE regarding the provisional ballot and did not respond. On December 5, 2023, the CCBOE sent a second letter warning him if he did not respond to our inquiry, his case may be referred for investigation. To date, he has not responded to either of the letters. Board Member Davis Chappell stated as a practical matter, the voter did update his registration, so going forward, he would be considered a Cuyahoga County voter. The Board discussed both matters. Chairman Curtis moved to refer Timothy George Jacobs to the SOS for further investigation. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 4: Certification of the Recounts from the November 7, 2023, General Election

Director Perlatti presented information from the board packet regarding the certification of recounts from the November 7, 2023, General Election.

Chairman Curtis moved to acknowledge the Certification of the Recounts from the November 7, 2023, General Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 5: Preliminary approval of the ballot order for the March 19, 2024, Presidential Primary Election

Director Perlatti stated that 90 days before an election, the CCBOE is required to approve a preliminary ballot order. The ballot order for a primary election differs from that for a general election. In a primary election, the CCBOE is looking at the number of registered Democrats and Republican voters and will order 200% of active Republicans and Democrats in each Precinct. For nonpartisan voters, the CCBOE will order 50% of nonpartisan voters. Director Perlatti said in Ohio, there is a primary system in which anyone who appears at the polls on Election Day, regardless of their party, can request any of the ballot styles available. The Board will also approve a final ballot order about 30 days before the Election. Board Member Davis Chappell asked if the 200% is an increase from prior elections. Director Perlatti stated the CCBOE has used between 150% to 200%. For the March 19, 2024, Presidential Primary, the partied ballots will be 200%, and the non-party (issues only) ballot order will be 50%.

Chairman Curtis moved to approve the preliminary ballot order for the March 19, 2024, Presidential Primary Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 6: Approval to outsource the printing of Vote-by-Mail ballots for the March 19, 2024, Presidential Primary Election

Chairman Curtis moved to approve to outsource the printing of Vote-by-Mail ballots for the March 19, 2024, Presidential Primary Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 7: Certification of the official results of the December 5, 2023, East Cleveland Recall Election

Brian Cleary, Ballot Department Manager, presented information from the board packet regarding the certification of the official results from the December 5, 2023, East Cleveland Recall Election.

- **Authorization to approve the remake of the optical scan ballots from the December 5, 2023, East Cleveland Recall Election**
Chairman Curtis stated there were no remakes of the optical scan ballots from the December 5, 2023, East Cleveland Recall Election, and there was no need to approve the authorization of any remakes.
- **Authorization to approve absentee ballots from the December 5, 2023, East Cleveland Recall Election**
Chairman Curtis moved to authorize the approval of absentee ballots from the December 5, 2023, East Cleveland Recall Election. Board Member Davis Chappell seconded. The motion passed unanimously.
- **Authorization to approve provisional ballots from the December 5, 2023, East Cleveland Recall Election**
Chairman Curtis moved to approve the provisional ballots from the December 5, 2023, East Cleveland Recall Election. Board Member Davis Chappell seconded. The motion passed unanimously.
- **Acknowledgment of the pre & post-test results of the vote tabulation system from the December 5, 2023, East Cleveland Recall Election**
Chairman Curtis moved to acknowledge pre & post-test results of the vote tabulation system from the December 5, 2023, East Cleveland Recall Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Chairman Curtis moved to acknowledge the certification of the official results of the December 5, 2023, East Cleveland Recall Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 8: Acknowledgment of the date, time, and place of the post-election audit for the December 5, 2023, East Cleveland Recall Election

Brian Cleary, Ballot Department Manager, indicated the post-election audit for the December 5, 2023, East Cleveland Recall Election will be on January 8, 2024, at 9:00 a.m.

Chairman Curtis moved to acknowledge the date, time, and place of the post-election audit for the December 5, 2023, East Cleveland Recall Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 9: Acknowledgment of the Early In-Person Voting PEO Performance Report from the November 7, 2023, General Election

Steve Doell, Candidate and Petition Services Supervisor, presented a summary regarding the Early In-Person PEO Performance Report from the November 7, 2023, General Election.

Chairman Curtis moved to acknowledge the Early In-Person Voting PEO Performance Report from the November 7, 2023, General Election, as set forth in the board materials. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 10: Acknowledgment of intent to retire from, resignation from, and appointment to elected office

Chairman Curtis moved to acknowledge the intent to retire from, resignation from, and appointment to elected office, as set forth in the board materials. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 11: Acknowledgment of withdrawals of Republican County Central Committee Candidates from the March 19, 2024, Presidential Primary Election

Chairman Curtis moved to acknowledge the withdrawals of Republican County Central Committee Candidates from the March 19, 2024, Presidential Primary Election, as set forth in the board materials. Board Member Davis Chappell seconded. Chairman Curtis recused himself from the vote pertaining to himself. The motion passed unanimously.

Agenda Item 12: Approval to appoint not less than two precinct election officials for each precinct pursuant to ORC §3501.22 for the March 19, 2024, Presidential Primary Election

Chairman Curtis moved to approve to appoint not less than two precinct election officials for each precinct pursuant to ORC §3501.22 for the March 19, 2024, Presidential Primary Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 13: Preliminary authorization for the allocation of voting booths for the March 19, 2024, Presidential Primary Election. Allocation quantities are based on one voting booth for every 175 registered voters per polling location. A total of 4,842 voting booths will be allocated + 705 ClearCast Go scanners + 289 ADA ClearAccess voting units and 915 Electronic Poll Books

Chairman Curtis moved to approve the preliminary authorization for the allocation of voting booths for the March 19, 2024, Presidential Primary Election. Allocation quantities are based on one voting booth for every 175 registered voters per polling location. A total of 4,842 voting booths will be allocated + 705 ClearCast Go scanners + 289 ADA ClearAccess voting units and 915 Electronic Poll Books. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 14: Approval of the voucher and resolution for FIS-V-A) Weekley's Mailing Service, Voter Information Guides for the March 19, 2024, Presidential Primary Election

Shaunquitta Walker, Fiscal Services Manager, presented the information from the board materials pertaining to the voucher and resolution for Weekley's Mailing Service for the Voter Information Guides for the March 19, 2024, Presidential Primary Election.

Chairman Curtis moved to approve the voucher and resolution for FIS-V-A) Weekley's Mailing Service, Voter Information Guides for the March 19, 2024, Presidential Primary Election. Board Member Davis Chappell seconded. The motion passed unanimously.

Agenda Item 15: Approval of the personnel agenda

Chairman Curtis moved to approve the personnel agenda, as set forth in the board materials. Board Member Stickan seconded. The motion passed unanimously.

NEW BUSINESS

General Assembly Redistricting Update

Deputy Director Kaloger provided an update on the General Assembly Redistricting. He stated this was a continuation of the redistricting process that began after the 2020 census. After several well-publicized maps and court cases, the redistricting committee passed bipartisan maps in September 2023. On September 29, 2023, the Secretary of State issued Directive 2023-2024 with the 2020 census plots. The CCBOE staff created and entered the precinct information into the DIMS voter registration database. Through the process, ten new precinct splits were created. However, the CCBOE consolidated 14 previous splits, resulting in a net of four fewer splits. The Deputy Director presented the website updates to the Board.

Voter Registration Cancellation Update

Director Perlatti provided an update on the voter registration cancellation. He stated the cancellation is associated with the 2019 National Change of Address (NCOA) process. The Secretary of State (SOS) issued a Directive in 2023, and one portion of the cancellation was to be conducted in July 2023. Due to the August Special Election, the cancellation was postponed because of the proximity to the close of the registration for the August 8, 2023 Special Election. The SOS then postponed the cancellation until September 2023. There were then September Primary Elections in Cuyahoga and two other counties, Summit and Lucas. Cuyahoga could not cancel voter registrations in September because of the Primary. The SOS then instructed the cancellation date was to be determined. Initially, they had indicated that it would happen after the March 2024 Primary, and then the SOS came back on November 30, 2023, and said the cancellation needed to be done on December 18, 2023. Director Perlatti explained there are two parts to the NCOA and the supplemental. This only deals with the NCOA process. He further detailed that in 2019, the SOS received a list of address changes filed with the United States Postal Service. The list was compared to the Statewide voter registration database, and any matches of individuals were then identified for NCOA. In 2019, the CCBOE sent 31,342 individuals a notice, that if in four years they do not engage in any activity, their record would be canceled. In the four years since 2019, the CCBOE looks back to see if there voter activity, meaning did they vote, sign a petition, or even submit a vote by mail application, or update their registration. If they did not have activity, those individuals now meet the criteria for cancellation. When the first Directive came out in March 2023, the CCBOE sent notices to those who were on the list to be canceled. On December 15, 2023, the CCBOE submitted a file to the Secretary of State's office. From the initial 31,342 individuals, there were 3,566 who had no activity in the last four years. The SOS will give the CCBOE approval to make any adjustments based on their review, and then the CCBOE will cancel those individuals in the voter system on December 18, 2023. The CCBOE will have a final list of canceled voters eligible for public records requests. Typically, the political parties request the list to see who was canceled. The CCBOE will not make any supplemental cancellation as it is not part of this cancellation. This cancellation is strictly for those individuals who updated with the post office but did not update their voter registration with the Board of Elections and now have not had any activity since 2019. The CCBOE did send out a press release regarding the upcoming voter cancellation. Board Member McCafferty asked how the CCBOE tracks people who sign petitions. Director Perlatti stated that the CCBOE compares the petition information to the voter database when a petition is processed. As the petition is reviewed, indications are made. For example, rejections are tracked

if a signer is not registered, not matching address or signature, etc., there is a record. The CCBOE can then pull the voter activity and produce the petition reports to show how an individual petition was or was not validated. Board Member Davis Chappell asked what would happen if any of the 3,566 individuals who were part of this maintenance were removed and then showed up to vote in the Presidential Primary. She said many individuals will want to be active for the Primary coming up in March. Director Perlatii stated those individuals are eligible to re-register at any time. However, to vote in the Presidential Primary, they must register between now and the close of registration, February 20, 2024, to be able to vote on a regular ballot in March 2024. If they appear at the polls and did not re-register, they would be given a provisional ballot, which would re-register them. Still, their ballot would not count for the Presidential Primary, but their registration would be updated for the November 5, 2024, General Election. Board Member Chappell said the CCBOE is obligated to manage the voter roles and that this is part of that process, but it is concerning that people may not know these deadlines. Director Perlatti said the County Parties can also follow up. Board Member Stickan said it could be part of the social media push when the CCBOE advertises the upcoming deadline dates that if people have not voted in a while, they may have been canceled and to please note the deadlines. Board Member Chappell agreed and said it is important for the CCBOE to continue to inform the public. Deputy Director Kaloger stated the CCBOE website is a great tool to check voter registration information and also directs voters to their polling location.

2024 Election Administration Plan (EAP) Update

Peter James, Elections and Compliance Administration, presented the Election Administration Plan (EAP) updates. He stated the SOS requires all Boards of Elections to produce an EAP at least 60 days before a presidential primary election or 120 days before a general election. Therefore, the CCBOE will come back again in the summer of 2024 with the updated EAP for the presidential general election. The SOS provides a template of the categories (table of contents), which is helpful in terms of gathering and organizing the EAP content. It is a large document comprising 258 pages that almost every department had input on. The EAP was built upon previous plans, and the previous work helped get a solid product. The CCBOE made a few changes to this Plan, including updating the 2022 poll worker section. The curbside voting process was also updated to reflect that in 2023, curbside ballots are now scanned at the polling location versus previously; the ballots were returned to the warehouse and tabulated. Under Resource Allocation, the CCBOE updated the ballot order formula. Specifically, the March primary election is based on the number of registered voters in each Precinct and the number of nonpartisan voters. He stated that under the CCBOE Pre-Election Day and Election Day Communication Plan, the polling location change process has been transitioned to a Smartsheet, a work management tool. With the Smartsheet, any staff member who needs to take action can see where the agency is in the process at any time. The Master Calendar is also on a Smartsheet. It is a giant task calendar containing departmental actions from large to small tasks, with deadline dates and responsible staff, and the sheet will generate automatic email reminders to take action. Board Member Davis Chappell asked if other counties use Smartsheet. Deputy Director Kaloger stated the CCBOE has shared the template with other boards of elections because it is a great tool. He said it is like having a checklist that reminds departments of a task to be completed. Deputy Director Kaloger noted many of the CCBOE's steps are the same for every election, and Peter James can take the template of some 1,337 tasks and create upcoming election task calendars that all departments can build on. The SOS had something similar, but they were using a different technology, and the CCBOE found that the Smartsheet was much more user-friendly. Smartsheet is also something people can work on simultaneously versus Excel, where only one person can access it at a time; many individuals can access and update Smartsheet at the same time. Mr. James added that the Election Support Department has recently added technology and moved from sending postcards to polling locations and drop-off locations for facility agreements. Election Support is also moving towards utilizing email more effectively to return signed contracts. He said that under the Contingency and Continuity Planning, the previous steps were updated replacing the AutoMark and DS200, with the Clear Ballot equipment. Board Member Davis Chappell stated she noted that Mr. James indicated the SOS added back in a

section around Personal Protective Equipment (PPE). She asked if the CCBOE had taken that out or if the CCBOE was still providing PPE. Mr. James responded that ahead of the 2022 Gubernatorial election, the SOS template did not have the PPE in it. Since the SOS removed that section from their template, the CCBOE did not include it. The SOS brought it back this year; it was the only subsection different from last year. The Board discussed the current PPE protocols for items including masks, hand sanitizer, pens, and rubbing alcohol. Mr. James stated that the Absentee Ballots section was updated regarding details around the early in-person (EIP) voting process, including the number of EIP processing stations and privacy stations, how many voters can be processed in an hour, etc. More importantly, the details behind the Clear Ballot printout and a ballot-on-demand system have been added because the CCBOE did not previously have that ability. Also included was under Accessibility was the flat rental fee that the CCBOE pays private polling locations has increased from \$300 to \$500. Under pre-election testing, the Ballot Department updated the approval to prints and L&A process. Ballot compiled a comprehensive checklist for both processes. The CCBOE included screenshots of the checklist so the SOS can see precisely how the CCBOE completes those processes. Mr. James said these were some of the fundamental changes to the EAP.

Mr. James also presented key changes to the SOS Election Official Manual (EOM). He said the majority of the updates were around House Bill 458, which, with the directives and other communications from the Secretary of State this past year, the CCBOE had already implemented those changes into CCBOE processes. Director Perlatti stated the EOM is a set of permanent directives. While it deals with House Bill 458, it came out at this point because there are timelines and parameters on how far away from an election it can be published. Director Perlatti said this year, the CCBOE has been dealing with the changes in the law through temporary directives, which will now be permanent directives.

Board Member Davis Chappell asked to discuss the requirement that the CCBOE have to take photo images of the ballot, which has caused some delay in the election results. She stated she is anticipating that if the CCBOE does not get any relief from that requirement, it will have significant delays as it deals with the presidential election cycle. The Board discussed the CCBOE continuing to work with the SOS and Clear Ballot to meet the statutory obligations while providing election results in a timely manner.

PUBLIC COMMENT

Maria Melinis addressed the Board regarding election integrity.

Allen Porter addressed the Board regarding voter integrity and ballot harvesting.

EXECUTIVE SESSION

There was no executive session

Chairman Curtis moved to adjourn the meeting at 10:59 a.m. Board Member Davis Chappell seconded. The motion passed unanimously.

Certification: I have reviewed the above minutes and certify that they are an accurate summary of the actions taken by the Cuyahoga County Board of Elections at its meeting held on December 18, 2023.

Henry F Curtis, IV, Chairman



Inajo Davis Chappell, Board Member



Terence M. McCafferty, Board Member



Lisa M. Stickan, Board Member

Anthony Perlatti, Director



Agenda Item

#2

RELEASED: January 9, 2024

SUMMARY

- *Directive 2024-02* provides the certified forms of the official ballots to be used in the March 19, 2024 Primary Election.
- The CCBOE must verify at least one voter record for each precinct in the SWVRD against its voter registration system to ensure accuracy.
- There will be a separate ballot for the following:
 - Democratic Party
 - Republican Party
 - Questions and Issues (Nonpartisan)
- Only the Republican Party will have offices for State Central Committee on the ballot, and in Cuyahoga County, for County Central Committee.
- Questions and issues must be grouped together in the following order for all elections in 2024:
 - Municipal
 - Township
 - Schools and Other Districts
 - County
- The CCBOE must have absentee ballots printed and ready for use by **Friday, Feb. 2**, for UOCAVA voters, and by **Wednesday, Feb. 21**, for regular, non-UOCAVA absentee voters.
- Candidates for the following offices were certified by the SOS. Their names can be found in *Directive 2024-02*.
 - President
 - US Senator
 - Justice of the Supreme Court (Full term commencing 1/1/2025)
 - Justice of the Supreme Court (Full term commencing 1/2/2025)
 - Justice of the Supreme Court (Full term commencing 12/31/2026)

INSTRUCTIONS

This Directive must be used in conjunction with Chapter 5 of the EOM when preparing ballots.

V. VERIFYING DISTRICT RELATIONSHIPS

Before programming any aspect of the central tabulating system, the CCBOE must verify the accuracy of district relationships in the central tabulating system against its voter registration system. Additionally, the CCBOE must verify at least one voter record for each precinct in the SWVRD against its voter registration system to ensure accuracy.

VI. OFFICIAL BALLOT FORMS

The CCBOE must provide a separate ballot for each political party listing candidates for nomination or election in a primary election. For this election, there will be ballot forms for:

- Democratic Party
- Republican Party
- Official Questions and Issues (Nonpartisan)

VII. ORDER OF OFFICES FOR ALL PRIMARY BALLOTS

A. The order of offices for the Democratic and Republican Party are:

- Delegates at-Large (name of delegates' first choice for presidential candidate)
- Congressional District Presidential Delegates (name of delegates' first choice for presidential candidate) – [Republican Party only](#)
- U.S. Senator
- Representative to Congress
- Justices of the Supreme Court
- Judge of Court of Appeals
- Member of State Central Committee, Man ([Republican Party only](#))
- Member of State Central Committee, Woman ([Republican Party only](#))
- State Senator
- State Representative
- Judges of the Court of Common Pleas
- County Commissioners
- Prosecuting Attorney
- Clerk of the Court of Common Pleas
- Sheriff
- County Recorder
- County Treasurer
- County Engineer
- Coroner
- County Auditor
- Member of County Central Committee ([Republican Party only in Cuyahoga County](#))

B. Write-In Vote Blank Spaces

A write-in space must be provided on the ballot for every office for which the CCBOE has received a valid declaration of intent to be a write-in candidate.

- For County Central Committee, the CCBOE may accept valid declarations of intent to be a write-in candidate, but for State Central Committee, it may not.

IV. OFFICIAL QUESTIONS AND ISSUES BALLOT

Candidates are presented on the ballot first, followed by the questions and issues. Questions and issues must be grouped together in the following political subdivision order for elections held in 2024:

1. Municipal
2. Township
3. School and Other Districts
4. County

V. ABSENTEE BALLOTS

The CCBOE must have absentee ballots printed and ready for use by **Friday, Feb. 2**, for UOCAVA voters, and by **Wednesday, Feb. 21**, for regular, non-UOCAVA absentee voters.

VI. CANDIDATES CERTIFIED BY THE SECRETARY OF STATE

Candidates for the following offices were certified by the SOS. Their names can be found in *Directive 2024-02*.

- President
- US Senator
- Justice of the Supreme Court (Full term commencing 1/1/2025)
- Justice of the Supreme Court (Full term commencing 1/2/2025)
- Justice of the Supreme Court (Full term commencing 12/31/2026)

VII. CANDIDATES FOR OTHER DISTRICT OFFICE

Candidates for other district offices must be certified to the appropriate board(s) of elections by the most-populous county board of elections of the district.



DIRECTIVE 2024-02

January 9, 2024

To: All County Boards of Elections
Board Members, Directors, and Deputy Directors

Re: Ballots for March 19, 2024 Primary Election

SUMMARY

This Directive provides the certified forms of the official ballots to be used in the March 19, 2024 Primary Election.

INSTRUCTIONS

Please note that, in lieu of issuing a separate Directive with specific details covering ballot layout, proofing, and quantities, the Secretary of State's Office ("SOS") is issuing only this Directive, which must be used in conjunction with [Chapter 5 \(Ballots\)](#) of the Election Official Manual (EOM) when preparing ballots for this election. [Chapter 5](#) of the EOM provides specific instructions on the following subjects:

- Ballot format;
- Voter instructions;
- Ballot stubs;
- Partisan primary elections;
- Seventeen-year-old voters;
- Candidate ballots (names, restrictions, political party, rotation, etc.);
- Questions and issues ballots;
- Ballot proofs;
- Overlaps;
- Bid requirements;
- Ballot quantities;
- Logic and accuracy testing; and
- Public testing.

I. VERIFYING DISTRICT RELATIONSHIPS

Before programming any aspect of the central tabulating system for the March 19, 2024 Primary Election, boards of elections must verify the accuracy of district relationships in the central tabulating system against the county's voter registration system. This is to ensure that each voter receives the correct ballot style (that is, the correct combination of candidate offices and issues) based upon that voter's residential address.

As a part of the review for accuracy of district relationships between the county's voter registration system and its tabulating system, the board must ensure the following by January 19, 2024:

- A.** The Secretary of State's precinct codes (three alphabet letters) are accurate in the tabulating system and, if appropriate, the county's voter registration system; and
- B.** The precinct names correspond between the two systems.

Note: It is imperative that a board of elections upload to the statewide voter registration database (SWVRD) any changes to district relationships (including wards and precincts) that have been made locally in the county's voter registration system (VRS). Using the report provided by Allison Scott on Tuesday, January 9, 2024 each board must review the report to ensure that all SOS Precinct ID Codes provided on the report match the board's voter registration system. Boards will have until January 19, 2024 to return the reviewed report noting any changes.

In addition, the board must verify at least one voter record for each precinct in the SWVRD against the county's VRS to ensure accuracy.

II. OFFICIAL BALLOT FORMS

Each board of elections must provide a separate ballot for each political party listing candidates for nomination or election in a primary election.¹ Accordingly, accompanying this Directive are the following ballot forms:

- Official Democratic Primary Ballot;

¹ [R.C. 3513.13](#).

- Official Republican Primary Ballot; and
- Official Questions and Issues Ballot.

The names of all candidates, who have not withdrawn pursuant to R.C. 3513.30, must be arranged, rotated, and printed upon the ballot in accordance with the provisions of Ohio Revised Code Chapters 3505, 3506, and 3513 and [Chapter 5](#) of the EOM.

III. **ORDER OF OFFICES FOR ALL PRIMARY BALLOTS**²

A. The order of offices for **Democratic Party** ballots shall be as follows:

- Delegates at-Large³ (name of delegates' first choice for presidential candidate)
- U.S. Senator
- Representative to Congress
- Justices of the Supreme Court
- Judge of Court of Appeals
- State Senator
- State Representative
- Judges of the Court of Common Pleas
- County Commissioners
- Prosecuting Attorney
- Clerk of the Court of Common Pleas
- Sheriff
- County Recorder
- County Treasurer
- County Engineer
- Coroner
- County Auditor (if a vacancy occurred that requires an unexpired term election)
- Member of County Central Committee

² [R.C. 3513.13](#); [R.C. 3513.151](#).

³ Ohio Democratic Party rules require the delegate vote total for president to be reported by congressional district. Counties with more than one congressional district must program their tabulating system accordingly. Counties in a multi-county congressional district must follow standard reporting protocols to the majority county in the district for both the unofficial and the official caucus.

B. The order of offices for **Republican Party** ballots shall be as follows:

- Delegates at-Large (name of delegates' first choice for presidential candidate)
- Congressional District Presidential Delegates (name of delegates' first choice for presidential candidate)
- U.S. Senator
- Representative to Congress
- Justices of the Supreme Court
- Judge of Court of Appeals
- Member of State Central Committee, Man
- Member of State Central Committee, Woman
- State Senator
- State Representative
- Judges of the Court of Common Pleas
- County Commissioners
- Prosecuting Attorney
- Clerk of the Court of Common Pleas
- Sheriff
- County Recorder
- County Treasurer
- County Engineer
- Coroner
- County Auditor (if a vacancy occurred that requires an unexpired term election)
- Member of County Central Committee

C. Write-In Vote Blank Spaces⁴

A write-in space must be provided on the ballot for every office for which the board of elections or Secretary of State received a valid declaration of intent to be a write-in candidate. If there is both a full and an unexpired term for the same office, place the full term first followed by the unexpired term.

- For **County Central Committee**: The board may accept valid declarations of intent to be a write-in candidate and provide a write-in

⁴ [R.C. 3513.041](#); [R.C. 3513.14](#).

space on the ballot for county central committee, even if no declarations of candidacy were filed for the positions.⁵

- For **State Central Committee**: The board may not accept declarations of intent to be a write-in candidate for state central committee. If no valid declarations of candidacy were filed for the positions, the office does not appear on the ballot.⁶

IV. OFFICIAL QUESTIONS AND ISSUES BALLOT

Offices for which candidates may be nominated or elected are presented on the ballot first, followed by the questions and issues. The Official Questions and Issues Ballot must be used for all voting systems. The attached ballot form contains examples of some of the local questions and issues that may appear on the ballot in your county. Not every category or type of question/issue will appear on every ballot in every county, so please apply as much of the form as is appropriate to the ballots in your county.

Additional instructions on headings, ballot language, and percentage of votes can be found in [Chapter 5](#) of the EOM.

Questions and issues must be grouped together in the following political subdivision order for elections held in 2024:⁷

- A.** Municipal
- B.** Township
- C.** Schools and Other Districts
- D.** County

No statewide issue will appear on the March 19, 2024 Primary Election ballot.

Each board of elections may determine the specific order in which the questions/issues within each group are placed on the ballot in that county, however, a board should adopt a method for doing so (for example, ordered alphabetically or by date filed, etc.). Absentee ballots must contain identical ordering of issues within groups to regular ballots.

Please review the appropriate sections of the Ohio Revised Code, local charter (if applicable), and the [Questions and Issues Handbook](#) for ballot language and

⁵ [O.A.G. 70-011](#).

⁶ [R.C. 3513.14](#).

⁷ [Question and Issues Handbook, P. 9, "Rotation of Questions/Issues on the Ballot"; R.C. 3505.06\(B\)](#).

formats that are not on the attached Official Questions and Issues Ballot.

V. ABSENTEE BALLOTS⁸

Each board of elections must have absentee ballots printed and ready for use by Friday, February 2, 2024 (46 days before the March 19, 2024 Primary Election) for Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) voters, and by February 21, 2024 for regular (non-UOCAVA) absentee voters.

A copy of each absentee ballot (candidates and questions and issues) must be sent to the Secretary of State's Office at least 47 days before the election, by Thursday, February 1, 2024. Absentee ballots must be uploaded to the SharePoint site.

VI. CANDIDATES CERTIFIED BY THE SECRETARY OF STATE

A. First Choice for President

The following names of the first choice for president by delegates and alternate delegates to a party's national convention shall appear on that party's primary election ballot.

Democratic Party (all counties):

For Delegates-at-Large and Alternates-at-Large to the Democrat National Convention

- Joseph R. Biden Jr.
- Dean Phillips

Republican Party:

For Delegates-at-Large and Alternates-at-Large to the Republican National Convention (all counties):

- Chris Christie
- Ron DeSantis
- Nikki R. Haley
- Vivek Ramaswamy
- Donald J. Trump

⁸ [R.C. 3509.01](#); [R.C. 3511.04](#).

For District Delegates and District Alternates to the Republican National Convention (all Congressional Districts):

- Chris Christie
- Ron DeSantis
- Nikki R. Haley
- Vivek Ramaswamy
- Donald J. Trump

B. U.S. Senator

Democratic Party

- Sherrod Brown

Republican Party

- Matt Dolan
- Frank LaRose
- Bernie Moreno

C. Justice of the Supreme Court (Full term commencing 1/1/2025)

Democratic Party

- Michael P. Donnelly

Republican Party

- Megan E. Shanahan

D. Justice of the Supreme Court (Full term commencing 1/2/2025)

Democratic Party

- Melody J. Stewart

Republican Party

- Joseph T. Deters

E. Justice of the Supreme Court (Unexpired term ending 12/31/2026)

Democratic Party

- Lisa Forbes
- Terri Jamison

Republican Party

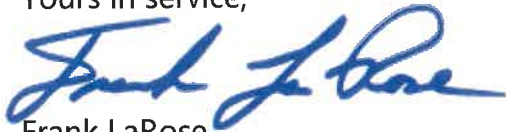
- Daniel R. Hawkins

VII. CANDIDATES FOR OTHER DISTRICT OFFICE (for example, Congress, Court of Appeals Judge, State Central Committee, State Senate, and State Representative)

Candidates for other district offices must be certified to the appropriate board(s) of elections by the most-populous county board of elections of the district. A less-populous county of a district that has not received a list of candidates from the most populous county must contact that most populous county before programming ballots.

If you have any questions regarding this Directive or [Chapter 5](#) of the EOM, please contact the Secretary of State's elections counsel at (614) 728-8789.

Yours in service,



Frank LaRose

Ohio Secretary of State

OFFICIAL DEMOCRATIC PRIMARY BALLOT

A	B	C	
_____ County	Primary Election	March 19, 2024	
<p>Instructions to Voter</p> <ul style="list-style-type: none"> • To vote: completely darken the oval (<input type="radio"/>) to the left of your choice. • Note the permitted number of choices directly below the title of each candidate office. Do not mark the ballot for more choices than allowed. • If you mark the ballot for more choices than permitted, that contest or question will not be counted. • To vote for a write-in candidate: completely darken the oval (<input type="radio"/>) to the left of the blank line and write in the candidate's name. Only votes cast for candidates who filed as write-in candidates can be counted. • Do not write in a candidate's name if that person's name already is printed on the ballot for that same contest. • If you make a mistake or want to change your vote: return your ballot to an election official and get a new ballot. You may ask for a new ballot up to two times. 	<p>For Delegates-at-Large and Alternates-at-Large to the National Convention (Vote for not more than 1)</p> <p><input type="radio"/> Joseph R. Biden Jr.</p> <p><input type="radio"/> Dean Phillips</p>	<p>For State Representative (_____ District) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For U.S. Senator (Vote for not more than 1)</p> <p><input type="radio"/> Sherrod Brown</p>	<p>For Judge of the Court of Common Pleas (Full term commencing xx-xx-20xx) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For Representative to Congress (_____ District) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	<p>For County Commissioner (Full term commencing 1-2-2025) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For Justice of the Supreme Court (Full term commencing 1-1-2025) (Vote for not more than 1)</p> <p><input type="radio"/> Michael P. Donnelly</p>	<p>For County Commissioner (Full term commencing 1-3-2025) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For Justice of the Supreme Court (Full term commencing 1-2-2025) (Vote for not more than 1)</p> <p><input type="radio"/> Melody J. Stewart</p>	<p>For Prosecuting Attorney (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For Justice of the Supreme Court (Unexpired term ending 12-31-2026) (Vote for not more than 1)</p> <p><input type="radio"/> Lisa Forbes</p> <p><input type="radio"/> Terri Jamison</p>	<p>For Clerk of the Court of Common Pleas (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For Judge of the Court of Appeals (_____ District) (Full term commencing xx-xx-20xx) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	<p>For Sheriff (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For State Senator (_____ District) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	<p>For County Recorder (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	<p>For County Treasurer (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	<p style="text-align: center;">Page 1 of 2</p>	
	A 001 _____ TWP A	B 0001:1	C 001

This **SAMPLE** ballot provides the **CORRECT TITLES** and **ORDER OF OFFICES** for ballot layout for candidates for the March 2024 Primary Election. The space for a write-in candidate should be provided only if applicable. See ballot directive and Chapter 5 (Ballots) in the Election Official Manual.

OFFICIAL DEMOCRATIC PRIMARY BALLOT

D	E	F
_____ County	Primary Election	March 19, 2024
<p>For County Engineer (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p> <p>For Coroner (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p> <p>For Member of County Central Committee (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p> <p style="text-align: center;">If applicable insert: OFFICIAL QUESTIONS AND ISSUES BALLOT from this point forward</p> <p>Insert board member signatures</p>		
		Page 2 of 2
D 001 _____ TWP A	E 0001:1	F 001

This **SAMPLE** ballot provides the **CORRECT TITLES** and **ORDER OF OFFICES** for ballot layout for candidates for the March 2024 Primary Election. The space for a write-in candidate should be provided only if applicable. See ballot directive and Chapter 5 (Ballots) in the Election Official Manual.

OFFICIAL REPUBLICAN PRIMARY BALLOT

A	B	C	
_____ County	Primary Election	March 19, 2024	
<p>Instructions to Voter</p> <ul style="list-style-type: none"> • To vote: completely darken the oval (●) to the left of your choice. • Note the permitted number of choices directly below the title of each candidate office. Do not mark the ballot for more choices than allowed. • If you mark the ballot for more choices than permitted, that contest or question will not be counted. • To vote for a write-in candidate: completely darken the oval (●) to the left of the blank line and write in the candidate's name. Only votes cast for candidates who filed as write-in candidates can be counted. • Do not write in a candidate's name if that person's name already is printed on the ballot for that same contest. • If you make a mistake or want to change your vote: return your ballot to an election official and get a new ballot. You may ask for a new ballot up to two times. 	<p>For Delegates-at-Large and Alternates-at-Large to the National Convention (Vote for not more than 1)</p> <p><input type="radio"/> Chris Christie</p> <p><input type="radio"/> Ron DeSantis</p> <p><input type="radio"/> Nikki R. Haley</p> <p><input type="radio"/> Vivek Ramaswamy</p> <p><input type="radio"/> Donald J. Trump</p>	<p>For Judge of the Court of Appeals (_____ District) (Full term commencing xx-xx-20xx) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For District Delegates and District Alternates to the National Convention (_____ District) (Vote for not more than 1)</p> <p><input type="radio"/> Chris Christie</p> <p><input type="radio"/> Ron DeSantis</p> <p><input type="radio"/> Nikki R. Haley</p> <p><input type="radio"/> Vivek Ramaswamy</p> <p><input type="radio"/> Donald J. Trump</p>	<p>For Member of State Central Committee, Man (_____ District) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For U.S. Senator (Vote for not more than 1)</p> <p><input type="radio"/> Matt Dolan</p> <p><input type="radio"/> Frank LaRose</p> <p><input type="radio"/> Bernie Moreno</p>	<p>For Member of State Central Committee, Woman (_____ District) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For Representative to Congress (_____ District) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	<p>For State Senator (_____ District) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For Justice of the Supreme Court (Full term commencing 1-1-2025) (Vote for not more than 1)</p> <p><input type="radio"/> Megan E. Shanahan</p>	<p>For State Representative (_____ District) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For Justice of the Supreme Court (Full term commencing 1-2-2025) (Vote for not more than 1)</p> <p><input type="radio"/> Joseph T. Deters</p>	<p>For Judge of the Court of Common Pleas (Full term commencing xx-xx-20xx) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
	<p>For Justice of the Supreme Court (Unexpired term ending 12-31-2026) (Vote for not more than 1)</p> <p><input type="radio"/> Daniel R. Hawkins</p>	<p>For County Commissioner (Full term commencing 1-2-2025) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>	
			Page 1 of 2
	A 001 _____ TWP A	B 0001:1	C 001

This **SAMPLE** ballot provides the **CORRECT TITLES** and **ORDER OF OFFICES** for ballot layout for candidates for the March 2024 Primary Election. The space for a write-in candidate should be provided only if applicable. See ballot directive and Chapter 5 (Ballots) in the Election Official Manual.

OFFICIAL REPUBLICAN PRIMARY BALLOT

D	County	E	Primary Election	F	March 19, 2024
<p>For County Commissioner (Full term commencing 1-3-2025) (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p> <p>For Prosecuting Attorney (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p> <p>For Clerk of the Court of Common Pleas (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p> <p>For Sheriff (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p> <p>For County Recorder (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p> <p>For County Treasurer (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p> <p>For County Engineer (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p> <p>For Coroner (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p> <p>For Member of County Central Committee (Vote for not more than 1)</p> <p><input type="radio"/> Print Candidate Name</p> <p><input type="radio"/> Print Candidate Name</p>		<p>If applicable insert: OFFICIAL QUESTIONS AND ISSUES BALLOT from this point forward</p> <p>Insert board member signatures</p>			
D	001 _____ TWP A	E	0001:1	F	001

This **SAMPLE** ballot provides the **CORRECT TITLES** and **ORDER OF OFFICES** for ballot layout for candidates for the March 2024 Primary Election. The space for a write-in candidate should be provided only if applicable. See ballot directive and Chapter 5 (Ballots) in the Election Official Manual.

OFFICIAL QUESTIONS AND ISSUES BALLOT

A _____ County	B Primary Election	C March 19, 2024
<p>Instructions to Voter</p> <ul style="list-style-type: none"> ● To vote: completely darken the oval (●) to the left of your choice. ● Do not mark the ballot for more choices than allowed. Vote either "Yes" or "No," or "For" or "Against," on any issue. ● If you mark the ballot for more choices than permitted, that question will not be counted. ● If you make a mistake or want to change your vote: return your ballot to an election official and get a new ballot. You may ask for a new ballot up to two times. 	<p>Proposed Tax Levy (Additional)</p> <p>_____ (name of subdivision or public library)</p> <p>A majority affirmative vote is necessary for passage.</p> <hr/> <p>An additional tax for the benefit of _____ (name of subdivision or public library) for the purpose of _____ that the county auditor estimates will collect \$ _____ annually, at a rate not exceeding _____ mills for each \$1 of taxable value, which amounts to \$ _____ (rate expressed in dollars) for each \$100,000 of the county auditor's appraised value, for _____ (life of indebtedness, number of years levy to run, or a continuing period of time) commencing in _____ (first year tax to be levied) first due in calendar year _____ (first calendar year tax due)</p> <p><input type="radio"/> For the Tax Levy</p> <p><input type="radio"/> Against the Tax Levy</p> <hr/> <p>Proposed Municipal Income Tax</p> <p>_____ (name of subdivision)</p> <p>A majority affirmative vote is necessary for passage.</p> <p>Shall the Ordinance providing for a _____ per cent levy on income for _____ (brief description of purpose of the levy) be passed?</p> <p><input type="radio"/> For the Income Tax</p> <p><input type="radio"/> Against the Income Tax</p>	<p>Local Liquor Option (By Petition)</p> <p>A majority affirmative vote is necessary for passage.</p> <p>Shall the sale of _____ (Insert above one or more of the following three choices: "beer"; "wine and mixed beverages"; or "spirituous liquor") be permitted by _____ (Insert name (as submitted to Division of Liquor Control) of liquor permit holder or applicant, or liquor agency store, including, if applicable, trade or fictitious name under which applicant for, or holder of, liquor permit or liquor agency store either does, or intends to do, business at the particular location] a(n) _____ (insert "an applicant for" or "a holder of" or "an operator of") a _____ (Insert name of the type of liquor permit or permits or, if appropriate, "liquor agency store for the State of Ohio") liquor permit(s), who is engaged in the business of _____ (insert general nature of the business in which liquor permit holder or applicant is engaged, or will be engaged, at the particular location) at _____ (insert address of the particular location within the precinct) in this precinct?</p> <p><input type="radio"/> YES</p> <p><input type="radio"/> NO</p> <p>Insert board member signatures</p> <p style="text-align: right; margin-top: 20px;">Page 1 of 1</p>
A 001 _____ TWP A	B 0001:1	C 001

This **SAMPLE** ballot provides the **CORRECT** ballot format for various questions and issues that may appear on your local ballot.

Agenda Item

#3

Post-Election Audit Summary

December 5, 2023 Recall Election

Mayoral Recall

There were 1,088 total ballots cast in the December 5, 2023 Recall Election. A hand count was conducted of 1,088 ballots cast in the audited contest. The accuracy rate for the post-election audit is 100%.

On January 8, 2024, the Ballot Department conducted one Risk-Limiting Post-Election Audit for the December 5, 2023 Recall Election. Audited race and batch details are provided below:

RACE	TOTAL BALLOTS CAST	UNIQUE BATCHES AUDITED	TOTAL BALLOTS AUDITED	NUMBER OF PRECINCTS IN CONTEST
Mayoral Recall	1,088	57	1,088	15
Total	1,088	57	1,088	15

Our Risk-Limiting Audits were based upon the Kaplan-Markov method as explained by Philip B. Stark and Mark Lindeman. Auditing best practices recommend we split up the total ballots cast by precinct into multiple batch types. We utilized six batch types each consisting of one single ballot type category: Vote-by-Mail, Election Day, Early In-Person, Provisional, Post Vote-by-Mail, and Post Election Day.

A master spreadsheet was created for each contest with statistical formulas to determine the number of batches that must be audited in order to reach a 90% confidence level. This confidence level means the audit has at least a 90% probability of leading to a full recount if the apparent outcome is incorrect.

We used a “Probability Proportional to Error Bound with Replacement” selection method. We assigned numbers ranging from 000 through 999 for each batch within each contest. Unique ranges of numbers were allocated to specific batches based upon their error bound - i.e. the greater the possibility of a miscount within a batch, the more numbers assigned, and the more likely it is to be selected. For example, if a single batch has a high probability of a miscount, multiple numbers would be assigned to that single batch, making the random selection of that batch more likely during the audit. Each of those individual numbers might be randomly selected and included in the overall batch audit requirement, but the single batch to which those numbers are assigned would need to be audited only once. To obtain the precinct batch number we rolled differently colored dice numbered 0 - 9, each one of the colored dice representing one digit of the batch number.

Mayoral Recall

PRECINCT NAME	NUMBER OF TIMES SELECTED	SELECTED BATCH TYPE	OFFICIAL BALLOTS CAST	AUDIT HAND COUNT	DIFFERENCE
0002EAST CLEVELAND -02-A	1	Election Day	55	55	0
0003EAST CLEVELAND -02-B	1	Election Day	46	46	0
0004EAST CLEVELAND -02-C	1	Election Day	7	7	0
0005EAST CLEVELAND -02-D	1	Election Day	52	52	0
0006EAST CLEVELAND -03-A	1	Election Day	57	57	0
0007EAST CLEVELAND -03-B	1	Election Day	72	72	0
0008EAST CLEVELAND -03-C	1	Election Day	112	112	0
0009EAST CLEVELAND -03-D	1	Election Day	58	58	0
0010EAST CLEVELAND -03-E	1	Election Day	40	40	0
0011EAST CLEVELAND -04-A	1	Election Day	38	38	0
0012EAST CLEVELAND -04-B	1	Election Day	53	53	0
0013EAST CLEVELAND -04-C	1	Election Day	52	52	0
0014EAST CLEVELAND -04-D	1	Election Day	91	91	0
0015EAST CLEVELAND -04-E	1	Election Day	23	23	0
0016EAST CLEVELAND -04-F	1	Election Day	57	57	0
0002EAST CLEVELAND -02-A	1	Vote-by-Mail	9	9	0
0003EAST CLEVELAND -02-B	1	Vote-by-Mail	6	6	0
0004EAST CLEVELAND -02-C	1	Vote-by-Mail	3	3	0
0005EAST CLEVELAND -02-D	1	Vote-by-Mail	3	3	0
0006EAST CLEVELAND -03-A	1	Vote-by-Mail	3	3	0
0007EAST CLEVELAND -03-B	1	Vote-by-Mail	8	8	0
0008EAST CLEVELAND -03-C	1	Vote-by-Mail	22	22	0
0009EAST CLEVELAND -03-D	1	Vote-by-Mail	10	10	0
0010EAST CLEVELAND -03-E	1	Vote-by-Mail	7	7	0
0011EAST CLEVELAND -04-A	1	Vote-by-Mail	10	10	0
0012EAST CLEVELAND -04-B	1	Vote-by-Mail	2	2	0
0013EAST CLEVELAND -04-C	1	Vote-by-Mail	10	10	0
0014EAST CLEVELAND -04-D	1	Vote-by-Mail	33	33	0
0015EAST CLEVELAND -04-E	1	Vote-by-Mail	5	5	0
0016EAST CLEVELAND -04-F	1	Vote-by-Mail	4	4	0
0002EAST CLEVELAND -02-A	1	Early In-Person	6	6	0
0003EAST CLEVELAND -02-B	1	Early In-Person	6	6	0
0004EAST CLEVELAND -02-C	1	Early In-Person	1	1	0
0005EAST CLEVELAND -02-D	1	Early In-Person	11	11	0
0006EAST CLEVELAND -03-A	1	Early In-Person	1	1	0
0007EAST CLEVELAND -03-B	1	Early In-Person	3	3	0

0008EAST CLEVELAND -03-C	1	Early In-Person	37	37	0
0009EAST CLEVELAND -03-D	1	Early In-Person	6	6	0
0010EAST CLEVELAND -03-E	1	Early In-Person	7	7	0
0011EAST CLEVELAND -04-A	1	Early In-Person	2	2	0
0012EAST CLEVELAND -04-B	1	Early In-Person	2	2	0
0013EAST CLEVELAND -04-C	1	Early In-Person	3	3	0
0014EAST CLEVELAND -04-D	1	Early In-Person	16	16	0
0015EAST CLEVELAND -04-E	1	Early In-Person	6	6	0
0016EAST CLEVELAND -04-F	1	Early In-Person	7	7	0
0010EAST CLEVELAND -03-E	1	Provisional	3	3	0
0011EAST CLEVELAND -04-A	1	Provisional	2	2	0
0013EAST CLEVELAND -04-C	1	Provisional	1	1	0
0014EAST CLEVELAND -04-D	1	Provisional	6	6	0
0016EAST CLEVELAND -04-F	1	Provisional	1	1	0
0002EAST CLEVELAND -02-A	1	Post VBM	0	0	0
0003EAST CLEVELAND -02-B	1	Post VBM	1	1	0
0008EAST CLEVELAND -03-C	1	Post VBM	2	2	0
0009EAST CLEVELAND -03-D	1	Post VBM	1	1	0
0014EAST CLEVELAND -04-D	1	Post VBM	1	1	0
0015EAST CLEVELAND -04-E	1	Post VBM	2	2	0
0016EAST CLEVELAND -04-F	1	Post VBM	1	1	0
Total			1,088	1,088	0

Agenda Item

#4

Protest of Write-In

Nathaniel Hartfield – State Representative District 20

Board of Elections Analysis of Protest

January 23, 2024 Board Meeting

Date Protest Filed: January 11, 2024

Protest Filed By: Donna Walker-Brown

**Candidate/Office: Nathaniel Hartfield – State Representative District 20
Democratic Primary – Write-In**

Background

- On 1/8/24, Nathaniel Hartfield filed as a Democratic write-in candidate for State Representative District 20.
- Mr. Hartfield filed write-in Form 13 stating his voting residence is 1701 East 12th Street, Cleveland.

Protest Issue #1: Voter registration eligibility was not met by the candidate.

BOE Staff Analysis:

- The address provided by the candidate on their Declaration of Intent to be a Write-in Candidate Form 13 must match the address at which they are registered to vote.
- On 9/26/2018, Mr. Hartfield submitted an update to his address on the Ohio Online Voter Registration System available on the Ohio Secretary of State's website. This system does not automatically update Cuyahoga's database. It must be accepted and applied by staff locally for the update to occur.
 - The address provided in this update was 1701 East 12th Street in Cleveland.
 - Prior to 9/26/20218, Mr. Hartfield was previously registered at 875 East 144th Street, Cleveland.
- Protest states in part "and current address filed on Write-in 1380 E 12th apt #7U, Cleveland, OH 44114".
- The protestor incorrectly states the address on the candidate's write-in Form 13. No documents filed regarding Mr. Hartfield's write-in candidacy reference 1380 E. 12th Street.
- According to CCBOE records, the update to the candidate's registration address was timely and matched the one provided on the candidate's write-in Form 13.

Protest Issue #2: Residency requirement not met.

BOE Staff Analysis:

- From the Ohio Secretary of State's *Candidate Requirement Guide (Pg 9)*:
 - **Residency Requirement:** Must be a resident of the district, have resided in the district for one year immediately preceding the election, and be a registered elector (OH Const. Art. II, §3, OH Const. Art. XV, §4, R.C. 3.15)
- On 9/26/2018, Mr. Hartfield, via the Ohio online system, updated his registration address to 1701 East 12th Street in Cleveland and has continued to reside and vote at this address since.
- The stated address at which Mr. Hartfield is registered to vote was in State House District 20 for the 2022 district map and continues to be in District 20 for the 2024 map.
 - The candidate has been a resident of District 20 since the adoption and use of the 2022 election, and therefore meets the Ohio Constitution's requirement of residing in the district for at least one year.

Exhibits

- A. Protest
- B. Candidate response
- C. Hartfield Voter Registration and OH State House History
- D. Ohio Constitution Article II, Section 3 | Residence requirements for state legislators
- E. Ohio Constitution Article XV, Section 4 | Officers to be qualified electors
- F. Ohio Revised Code Section 3.15 Residency requirements for public officials.



CUYAHOGA COUNTY BOARD OF ELECTIONS
OFFICIAL CANDIDATE FILING RECEIPT

Receipt Number: 66485
Receipt Date: 01/08/2024
Election: MARCH 19, 2024 PRESIDENTIAL PRIMARY ELECTION

Name to Appear on Ballot: HARTFIELD, NATHANIEL CORY
Office Sought: STATE REP 20TH DISTRICT
City / Ward / Precinct: CLEVELAND -07-J
Party Affiliation: DEMOCRAT

Address: 1701 E 12TH ST APT 7U
CLEVELAND, OH 44114

Phone Number: 216-630-5942
Email: nate.hartfield@gmail.com

Amount Filing Fee: \$ 50.00
Amount O.E.C: \$ 35.00
Total Filing Fee: \$85.00
Total Paid: \$85.00
Check Number:
Total Due: 0.00

PAID
Cuyahoga County
Board of Elections

Part Petitions Filed: WRITE-IN
Minimum Signatures Required: 50
Valid Signatures on Petition: []
Insufficient by No. of Signatures: []
Valid For Certification: Yes No

Candidate Approval: X [Signature]

Staff Approval: X [Signature: Tomi Hall]

Date: 1-8-24

Declaration of Intent to be a Write-In Candidate

print clearly

All Office Except any Federal Office and Governor and Lieutenant Governor

Revised Code 3513.041

To be completed, signed by the candidate named herein, and filed with the appropriate county board of elections or, if the office is to be voted on statewide, the Secretary of State's Elections Division, not later than 4 p.m. of the 72nd day before the primary or general election, whichever is appropriate.

Filing must be accompanied by the fees indicated in R.C. 3513.10.

I, Matthew Cory Hoffield, the undersigned, declare under penalty of election falsification that my qualifying
Name of Candidate

voting residence address is 1701 West 12th Ave 70, Cleveland, Ohio 44114
Street Number and Address, City or Village Zip Code
(or Rural Route and Number)

I possess the necessary qualifications to be a candidate for the office of State Representative for:

(Check one box and fill in the appropriate date) Full Term commencing 1-1-25,

or unexpired term ending _____, in the House District 20
(Identify the State, district, county, etc. of the office)

I declare that I am an elector qualified to vote for the office I seek. I desire to be a write-in candidate for

(complete one of the following three options):

Nomination of the Democrat Party at the primary election to be held
(Name of Political Party)
on the 19th day of March, 2025
(Month) (Year)

Election at the general election to be held on the 19th day of March, 2024
(Month) (Year)

Election to the office of member of county central committee of the _____ Party
(Name of Political Party)
at the primary election to be held on _____ day of _____, _____
(Month) (Year)

X. _____
(Signature of Candidate)

JAN 8 2015 PM 1:53

State Senate and Representative Receipt for Petition Filing Materials

The undersigned with this **acknowledges** receipt of the following materials:

- Petition Check List Prior to Filing
- Ohio Ethics Commission contact information; Memo & Financial Disclosure Statement Notice
- Ohio Campaign Contribution Limits
- Daily Vote by Mail label Web application instructions
- ORC 357.21 Infiltration of Campaign – false statements in campaign materials – election of candidate
- Ohio Secretary of State campaign finance forms are available at:
<https://www.sos.state.oh.us/campaign-finance/filing-forms/>

The undersigned candidate, or his/her representative, acknowledges receipt of the above items concerning filing of campaign finance reports required by O.R.C. 3517.10(A).

Nathaniel Cory Hastfield Democrat Republican Nonpartisan
Name of Candidate (print) Party (circle one)

1701 East 12th Street, Apt 70, Cleveland 44114
Candidate Street Address, including city and zip code

State Representative District 20
Office Sought Political Subdivision

216 630 6942 Alternate phone number (print clearly)
Phone number with area code (print clearly)

Nate.Hastfield@gmail.com
Candidate E-mail address (print clearly)

Nathaniel Hastfield Printed name of Candidate/Agent Date of signing 08-24
Signature of Candidate/Agent

The Cuyahoga County Board of Elections is required to create an **audio ballot** for each election. To facilitate the pronunciation of your name as it should appear on the ballot, please spell your name phonetically (example: Phillip Keane - phonetically: Fill up Cane) below:

Nathaniel cory Hastfield
***Full Name* phonetically as it should appear on ballot (print clearly)**

Nathaniel Hartfield – State Representative District 20

Exhibit A

Walker-Brown protest

PROTEST Section 3501.39 -Ohio Revised Code

PROTESTOR 1. Provide your preferred contact information:

Name: Donna Walker -Brown County of Residence: Cuyahoga County
Email: donnaWalker1969@gmail.com Phone: 216-702-1207 Mailing Address: 764 East 92nd Street, 2nd floor, Cleveland, OH 44108

NOTE: I consent to service at all the above addresses (including email).

2. Are you represented by counsel? No

NOTE: N/A

3. Candidate for the office of Ohio House Representative District 20
 Registered voter eligible to participate in the protested election contest

PROTEST SCOPE

4. I humbly submit this protest for disqualification of Write-In candidacy Nathaniel Hartfield as State Representative House District 20 in primary election March 19, 2024. Nathaniel Hartfield is not a registered elector voter registration card address from 2009 shows 875 E. 144th Street, Cleveland, OH 44110 and current address filed on Write-in 1380 E 12th apt #7U, Cleveland, OH 44114.

5. A violation of election law, irregularity, or misconduct sufficient to cast doubt on the apparent results of the election.

FACTUAL BASIS & LEGAL ARGUMENT

6. This protest is true and accurate to the best of my knowledge and brought in the sincere belief that the facts alleged form a good faith basis to protest the conduct and results of the election.

Nathaniel Hartfield is not a current registered elector his voter registration card does not match his Declaration of Intent to be a Write-In candidate for Ohio House 20th District. Nathaniel Hartfield current address does not meet residency requirement for one year immediately preceding the election, and be a registered elector. Last Voter registration card was 2009. See attachment from public request.

7. List all individuals, if any, you may call as witnesses to substantiate facts listed in
(a). If there are multiple individuals, summarize the facts of which the individual has personal knowledge. N/A

8. Cite any statute or case, administrative rule or decisions, and election policy or procedure that supports your claim set out under

2024 JAN 11 AM 9:10

2024 JAN 11 AM 9:10

Ohio Candidate Requirement Guide Residency Requirement- Must be a resident of the district, have resided in the district for one year immediately preceding the election, and be a registered elector

Ohio General Assembly State Senator and State Representative Term of Office Senator: Four years (OH Const. Art. II, §2) Representative: Two years (OH Const. Art. II, §2) Qualifications • Residency Requirement: Must be a resident of the district, have resided in the district for one year immediately preceding the election, and be a registered elector (OH Const. Art. II, §3, OH Const. Art. XV, §4, R.C. 3.15)

Ohio Revised Code Section 3503.07 Qualification for Registration and Section 3503.16 Change of Address or Name. In addition to 3503.19 Methods of Registration or change of registration.

RELIEF

9. What effect do you believe the facts alleged in response, if proven, will have on the electoral outcome in the protested contest(s)? Your response should account for the current vote margin calculated in response. The electoral outcome of the protested contest(s) will change.

The electoral outcome of the protested contest(s) will not change.

I am uncertain whether the outcome of the contest(s) will change.

Other ___ Nathaniel Hartfield to be removed as Write-In for Primary Election March 19, 2024.

10. What relief do you seek? Correct the vote count A new election Other:

By signing this protest application, you affirm the following: I, **Donna Walker Brown**, swear, under penalty of perjury, that the information provided in this protest filing is true and accurate to the best of my knowledge, and that I have read and understand the following:

(initial)

DWB I have reviewed the statutes and administrative rules governing election protests, including all deadlines.

DWB My protest must originate with a filing at the county board of elections.

DWB I must prove by substantial evidence either the occurrence of a violation of election law, irregularity, or misconduct, either of which were sufficient to cast doubt on the apparent results of the election.

DWB It is a crime to interfere unlawfully with the conduct and certification of an election.

DWB The facts I allege in connection with this protest are true and accurate to the best of my knowledge, and I have a good faith basis to protest the conduct and results of the election.

Submitted by:

Donna Walker- Brown

Date:

Donna Walker-Brown January 10, 2024

Email

Researched by: Cynthia D. Blake, Campaign Manager

cynt1960@yahoo.com

330-571-3158 cell phone

donna.walker1969@gmail.com



CUYAHOGA COUNTY BOARD OF ELECTIONS

Henry F Curtis, IV
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

Terence M. McCafferty
Member

Anthony W. Perlati
Director

Anthony N. Kaloger
Deputy Director

2) Registration Cards on file for Nathaniel Cory Hartfield --

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

Please read instructions on reverse side

Please type or print clearly with black pen

1. Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Required)		2. Will you be 18 years of age on or before the next general election? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Required)	
If you answered NO to either of the questions, do not complete this form.			
3. Last Name <i>Hartfield</i>		First Name <i>Nathaniel</i>	Middle Name or Initial <i>C</i>
4. House Number and Street (Enter new address if changed) <i>875 East 144th Street</i>		* Apt. or Lot #	5. City or Post Office <i>Cleveland</i>
7. Additional Rural or Mailing Address (if necessary)		8. County where you live <i>Cuyahoga</i>	6. Zip Code <i>44110</i>
9. Birthdate (Required) <i>6/18/1987</i>	10. Ohio driver's license No. OR last 4 digits of Social Security No. (required) <i>0618</i>	11. Phone No. (voluntary) <i>(216) 541 0801</i>	For board use only Sec 4010 (Rev. 05/05)
12. ADDRESS CHANGE ONLY - PREVIOUS ADDRESS - Previous House Number and Street			SOURCE
Previous City or Post Office			DELIVERY
13. CHANGE OF NAME ONLY			DATE RECEIVED
Former Legal Name		Former Signature	
I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and I will be at least 18 years of age at the time of the general election.			
14. Signature of Applicant Date signed <i>5/1/06</i>		MO DAY YR → <i>[Signature]</i>	
15. I declare under penalty of election falsification that for compensation I provided a registration form to the applicant, assisted the applicant in completing this form, or returned this form to an appropriate public office for processing, and that I am employed for this purpose by: _____ (Print name of employer of person registering applicant)			
Signature of Person Registering Applicant <i>David Johnson</i>		Date <i>5/1/03</i>	

1. Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Will you be at least 18 years of age on or before the next general election? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If you answered NO to either of the questions, do not complete this form.			
3. Last Name <i>Hartfield</i>		First Name <i>Nathaniel</i>	Middle Name or Initial <i>Cory</i>
4. House Number and Street (Enter new address if changed) <i>875 East 144th Street</i>		* Apt. or Lot #	5. City or Post Office <i>Cleveland</i>
7. Additional Rural or Mailing Address (if necessary)		8. County where you live <i>Cuyahoga</i>	6. ZIP Code <i>44110</i>
9. Birthdate (MO-DAY-YR) (required) <i>06-18-87</i>	10. Ohio driver's license No. OR last 4 digits of Social Security No. (one form of ID required to be listed or provided) <i>0618</i>	11. Phone No. (voluntary) <i>216 541 0801</i>	FOR BOARD USE ONLY SEC4010 (Rev. 07/08)
12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION - Previous House Number and Street			City, Village, Twp.
Previous City or Post Office			Ward
13. CHANGE OF NAME ONLY			Precinct
Former Legal Name		Former Signature	
I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and will be at least 18 years of age at the time of the general election.			
14. Your Signature →		APR 27 09 AM 11:03 CWS	
Date <i>04/13/09</i>		MO DAY YR → <i>[Signature]</i>	
Cong. Dist.			
Senate Dist.			
House Dist.			

24 JAN 11 AM 9:11

Nathaniel Hartfield – State Representative District 20

Exhibit B

Hartfield Protest Response

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

General Receipt, Candidate & Petition Services

Date Received: 1/17/2024

From:

Phone: 216-630-5942

Nathaniel Cory Hartfield
1701 East 12th St. - Apt. A
Cleveland, OH 44114

Received:

Response to protest filed by Donna Walker Brown

Notes:

Protest was filed against Mr. Hartfield's write-in candidacy for House District 20's 3/19/24 Democratic Primary

Received by Board of Elections-Staff: Milne, Cory

'24 JAN 17 PM 1:17

1
2 Hello,

3
4 My name is Nathaniel Cory Hefffield

5 I humbly request that this protest ~~be~~ thrown out.

6 This protest lists a fictitious address (1280 East 12th Street)

7 My address since 2017 has been 1701 East 12th, I registered there
8 in September 2018. Please find a signed document showing I
9 registered online.

10 I do not live at 875 East ~~144th~~ 144th, that is my father's
11 address and I have not lived at that address for many many

12 years. Pulling voter cards from 2006 will not show my current
13 address. I am confused by the strategy of this protest

14 I was able to pull Ms Brown's voter info within 3 minutes

15 There was no due diligence in submitting a protest
16 with verifiably false information. My opinion is that

17 Ms Brown has committed an ethics violation and I
18 would like to pursue it further.

19
20 Please find my lease (2017 - 2024^{current}) w/ payment registry - Signed
21 Mail

22 and my online registration circa 2018

23
24 Humbly yours

1701 East 12th, Apt 70
Cleveland OH 44114

25
26 Nathaniel Cory Hefffield

27 

28 216 630 5942

Spectrum

November 28, 2023
Account Number: **8361 10 296 1957347**
Security Code: **2776**
Service At: **1701 E 12TH ST APT 7U
CLEVELAND OH 44114-3268**

NEWS AND INFORMATION

Have questions about your bill?
Visit us at Spectrum.net/billing
Or, call us at **1-855-70-SPECTRUM (1-855-707-7328)**

Summary

*Service from 11/28/23 through 12/27/23
details on following pages*

Previous Balance	89.90
Payments Received	0.00
Adjustments	-29.99
Past Due Balance - Due Now	\$59.91
Spectrum Internet™	29.99
One-Time Charges	8.95
Current Charges Due By 12/15/23	\$38.94
Total Due	\$98.85

URGENT: AFFORDABLE CONNECTIVITY PROGRAM MONTHLY CREDITS EXPECTED TO END SOON

You are currently receiving a credit on your monthly bill from the federal government's Affordable Connectivity Program (ACP). **Unless Congress and the White House take action soon, the ACP – and your monthly credit – will end early next year.**

Visit Spectrum.com/SaveACP to send a pre-written email to President Biden and your elected representatives in Washington D.C. urging them to take action and fully fund the program and protect the credit that you rely on to stay connected.

Out-of-Home WiFi Update: A nationwide network of WiFi access points is available to Spectrum Mobile customers through the Spectrum Mobile Out-of-Home WiFi network. Please note that on or after 1/15/2024, the Spectrum Out-of-Home WiFi network will no longer be provided as part of Spectrum Internet service. To learn more about WiFi access points, visit Spectrum.net/accesspoints. You can also add Mobile service to your account by visiting Spectrum.com/mobile.

Planning a Move this season? Spectrum makes it easy. We'll get your Spectrum services set up in your new home so you can get settled even faster. Manage your account through the My Spectrum App and learn about self-install options to handle your move on your terms. Call **1-855-444-6942** or visit Spectrum.net/easymove.

Stay protected with Spectrum. Spectrum is dedicated to keeping you and your family safe online. Visit Spectrum.net/securitycenter for tools and solutions to keep your personal information secure.

24 JAN 17 PM 1:17

ACTION REQUIRED: ACCOUNT STATUS PAST DUE

Your payment is now past due. The total past overdue amount must be paid by 12/16/23 to avoid collections activity, including potential service suspension. If service is reinstated after disconnection due to nonpayment, your past due balance, charges for the first month of service, and a reconnection fee will be required.



4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652
8361 1000 NO RP 28 11292023 NNNNNYNN 01 015269 0067

NATHANIEL HARTFIELD
1701 E 12TH ST APT 7U
CLEVELAND OH 44114-3268

November 28, 2023

NATHANIEL HARTFIELD

Account Number: 8361 10 296 1957347
Service At: 1701 E 12TH ST APT 7U
CLEVELAND OH 44114-3268


Total Due **\$98.85**
Amount you are enclosing \$

Please Remit Payment To:

SPECTRUM
PO BOX 6030
CAROL STREAM IL 60197-6030



836110296195734700098855


Reserve Square Apartments - West
K&D MANAGEMENT, LLC RENTAL AGREEMENT
 4420 Sherwin Road Willoughby, Ohio 44094 (440) 946-3600

PARTIES TO THE RENTAL AGREEMENT are Nathaniel Hartfield, Resident(s) and K&D Management, LLC, Agent for the Owner. Agent hereby leases to Resident(s) the premises known as Reserve Square Apartments - West, located at 1701 E 12th #W07U, in the city of Cleveland, in the county of Cuyahoga, in the state of Ohio, for use by the Resident(s) only as a private residence.

RENT: Resident(s) will pay \$1,056.00 per calendar month for rental payments plus a monthly URC amount, if applicable, payable in advance and without demand on or before the 1st day of each month for a term of one year. Application of payments: Money paid by Resident(s) to the Agent shall be applied to Resident(s)' account in the following order: First, to outstanding service fees and dishonored check charges; second, to outstanding court costs legally chargeable to Resident; third to outstanding utility bills; fourth, to damages to apartment and/or building; and fifth, to other rent. If rent is not received by the 5th, a late fee equal to 5% of the monthly rental payment or \$25.00, whichever is greater, will be imposed. This fee must be paid with the rent. If fee is not included with the rent amount, the Agent maintains the right to refuse rent until outstanding balance is submitted. Under no circumstances shall Agent's acceptance of a partial payment constitute accord or satisfaction, nor will Agent's acceptance of a partial payment forfeit Agent's right to collect the lease balance due on the account despite any endorsement, stipulation, or other statement on any check. The monthly URC is an amount representing a portion of all utilities provided by Agent. If no monthly URC amount is being charged to Resident(s), then Agent shall provide Resident(s) sixty (60) days prior notice of when Agent will commence charging Resident(s) a monthly URC amount based upon the cost of all utilities provided by Agent. Agent shall provide Resident(s) sixty (60) days prior notice of any adjustment to any existing monthly URC amount based upon the cost of all utilities provided by Agent. The prorated rent from the date of move-in to the first day of the following month is \$228.90.

LEASE TERM AND RENEWAL: For a term commencing on 06/24/2017 and ending on 06/31/2018.

The term of this Rental Agreement shall renew from year to year with an increase in the monthly rent of two percent (2%) each renewal term from the then current monthly rent, unless either party notifies the other, in writing, at least sixty (60) days prior to the end of the then current term, that either party desires to terminate this Rental Agreement at the end of such term. Agent shall notify Resident(s) at least sixty (60) days prior to the end of the then current term should Agent increase the monthly rent for the following renewal term above the two percent (2%) increase provided hereunder. For purposes of this Paragraph any increase in rent shall be computed on the rental amount as stated in this Rental Agreement for the initial year and thereafter on the rental amount for a renewal term regardless of any rent credit previously granted to Resident(s) by Agent.

Agent's Initials: O.D. Resident(s) Initials: [REDACTED]

If the Resident(s) elects to provide Agent with a 60-Day written notice in accordance with this Paragraph, Resident(s) agrees that providing this 60-day notice does not release Resident(s) from any obligation under the rental agreement, including the continuing obligation to pay rent through the end of the current term, and for subsequent months in the event less than 60-days notice is given. This Rental Agreement shall not exceed three (3) years.

SECURITY DEPOSIT: The required security and cleaning deposit on this apartment is \$99.00.

Security Deposits must be updated in the event of a rent increase. It is refundable if Resident(s) is not in violation of any part of this Rental Agreement and leaves the apartment reasonably clean and undamaged. The Security Deposit is not to be used by the Resident(s) for rent at anytime. The Agent will refund all deposits due within 30 days of the Resident(s) vacating the premises in accordance with Ohio law.

PREMATURE TERMINATION: If the Resident(s) vacate the premises during the term of the lease, their right to possession shall cease. In addition, should the Resident(s) vacate the apartment for any reason before the end of this Rental Agreement, the Security Deposit will be applied to any and all outstanding charges as indicated; the Resident(s) shall remain liable for all rents, utilities, and applicable charges until Rental Agreement expiration or date of re-rental, whichever is sooner, in addition they are liable to pay a \$200.00 fee for the cost involved in re-renting the apartment.

CONDITIONS OF OCCUPANCY: The said premises shall be occupied by no more than 2 person(s). The following person(s) are to be considered legal occupants, Nathaniel Hartfield.

Under no circumstances shall Resident(s) increase the number of occupants and no pets permitted, even temporarily, without written acknowledgement by Agent. Maximum occupancy is "2" persons per bedroom.

ASSIGNMENTS: The premises shall not, in whole or in part, be sublet, assigned or in any manner transferred by the Resident(s). Additionally, it may not be sublet or used for any business purposes.

UTILITIES: Resident(s) will pay all utilities except Gas, Water, Sewer. Resident(s) is required to have assigned utilities installed and maintained during their occupancy. Resident(s) will be held responsible for the cost of repairs for damages resulting from Resident(s)' failure to maintain these utilities. Under no circumstances is the kitchen range to be used to heat the suite. Agent will cancel utility service on Resident's move-in date; therefore, utilities must be in Resident's name upon move-in.

LIABILITY: All personal property, belonging to the Resident, Resident's occupants or guests, or to any other person, located in or about the Building, the common areas serving the Building or the Premises, shall be there at the sole risk of Resident, occupant or guest or such other person, and neither Agent nor Owner shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto, nor for damage or injury to the person of Resident, Resident's occupants or guests or any other person, or to such individual's personal property, caused by water, snow, frost, steam, heat, cold, dampness, falling plaster, sewers, gas odors, noise, bursting or leaking pipes, plumbing, electrical wiring and equipment and fixtures for all kinds, or for any act, neglect, or omission of other residents or other occupants or guests of the Building in which the Demised Premises are located or for any act or other occurrence causing injury to the person or property whomsoever or whatsoever due directly or indirectly to the use of Demised Premises or any part thereof by the Resident, Resident's occupants or guests. If storage areas are available, neither Agent nor Owner assumes responsibility for articles stored and such articles or personal property shall be stored or kept at Resident's sole risk. Neither Agent nor Owner shall be liable for any theft, destruction, loss or damage to any property of Resident, Resident's occupants or guests. Resident agrees to protect, indemnify and hold Agent and Owner harmless from all losses, costs or damages sustained by reason of any act or other occurrence causing injury or damage to any person whomsoever or whatsoever, due directly or indirectly to the use of the Demised Premises, the Building, or any part thereof by Resident, Resident's occupants or guests.

Reserve Square Apartments - West
K&D MANAGEMENT, LLC RENTAL AGREEMENT
 4420 Sherwin Road Willoughby, Ohio 44094 (440) 946-3600

PARTIES TO THE RENTAL AGREEMENT are **Nathaniel Hartfield, Resident(s)** and **K&D Management, LLC, Agent for the Owner**. Agent hereby leases to Resident(s) the premises known as Reserve Square Apartments - West, located at **1701 E 12th St #7U**, in the city of **Cleveland**, in the county of **Cuyahoga**, in the state of **Ohio**, for use by the Resident(s) only as a private residence.

RENT: Resident(s) will pay **\$1,121.00 + \$75.00 Three (3) Month Premium** per calendar month for rental payments plus a monthly CRC amount, if applicable, payable in advance and without demand on or before the 1st day of each month for a term of one year. Application of payments: Money paid by Resident(s) to the Agent shall be applied to Resident(s)' account in the following order: First, to outstanding service fees and dishonored check charges; second, to outstanding court costs legally chargeable to Resident; third, to outstanding utility bills; fourth, to damages to apartment and/or building; and fifth, to other rent. If rent is not received by the 5th, a late fee equal to 5% of the monthly rental payment or \$25.00, whichever is greater, will be imposed on the 6th. This fee must be paid with the rent. If fee is not included with the rent amount, the Agent maintains the right to refuse rent until outstanding balance is submitted. Under no circumstances shall Agent's acceptance of a partial payment constitute accord or satisfaction, nor will Agent's acceptance of a partial payment forfeit Agent's right to collect the lease balance due on the account despite any endorsement, stipulation, or other statement on any check. The monthly CRC is an amount representing a portion of the cost of community services provided by Agent including but not limited to electric, gas, water, sewer and trash removal. Resident(s) and Agent agree that no portion of the CRC represents any amount for electric, gas or water services provided to Resident(s)' Unit. Agent shall provide Resident(s) thirty (30) days' prior notice of any adjustments to the monthly CRC amount.

LEASE TERM AND RENEWAL: For a term commencing on **07/01/2020** and ending on **09/30/2020**. Either party may terminate this Rental Agreement by providing the other party thirty (30) days' written notice that either party desires to terminate this Rental Agreement at the end of the term. If the Resident(s) elects to provide Agent with a thirty (30) days' written notice in accordance with this Paragraph, Resident(s) agrees that providing this thirty (30) days' notice does not release Resident(s) from any obligation under the rental agreement, including the continuing obligation to pay rent through the end of the current term, and for subsequent months in the event less than thirty (30) days' notice is given. If Resident(s) shall holdover after the end of the term of this Rental Agreement, said holdover shall be deemed a tenancy of month to month and applicable month to month fees shall apply.

SECURITY DEPOSIT: The required security and cleaning deposit on this apartment is **\$99.00**. Security Deposits must be updated in the event of a rent increase. It is refundable if Resident(s) is not in violation of any part of this Rental Agreement and leaves the apartment reasonably clean and undamaged. The Security Deposit is not to be used by the Resident(s) for rent at anytime. The Agent will refund all deposits due within 30 days of the Resident(s) vacating the premises in accordance with Ohio law.

PREMATURE TERMINATION: If the Resident(s) vacate the premises during the term of the lease, their right to possession shall cease. In addition, should the Resident(s) vacate the apartment for any reason before the end of this Rental Agreement, the Security Deposit will be applied to any and all outstanding charges as indicated; the Resident(s) shall remain liable for all rents, utilities, and applicable charges until Rental Agreement expiration or date of re-rental, whichever is sooner, in addition they are liable to pay a \$200.00 fee for the cost involved in re-renting the apartment.

CONDITIONS OF OCCUPANCY: The said premises shall be occupied by no more than 2 person(s). The following person(s) are to be considered legal occupants, **Nathaniel Hartfield**.

Under no circumstances shall Resident(s) increase the number of occupants and no pets permitted, even temporarily, without written acknowledgement by Agent. Maximum occupancy is "2" persons per bedroom.

ASSIGNMENTS: The premises shall not, in whole or in part, be sublet, assigned or in any manner transferred by the Resident(s). Additionally, it may not be sublet or used for any business purposes.

UTILITIES: Resident(s) will pay all utilities **except Heat, Water, Sewer**. Resident(s) is required to have assigned utilities installed and maintained during their occupancy. Resident(s) will be held responsible for the cost of repairs for damages resulting from Resident(s)' failure to maintain these utilities. Under no circumstances is the kitchen range to be used to heat the suite. Agent will cancel utility service on Resident's move-in date; therefore, utilities must be in Resident's name upon move-in.

LIABILITY: All personal property, belonging to the Resident, Resident's occupants or guests, or to any other person, located in or about the Building, the common areas serving the Building or the Premises, shall be there at the sole risk of Resident, occupant or guest or such other person, and neither Agent nor Owner shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto, nor for damage or injury to the person of Resident, Resident's occupants or guests or any other person, or to such individual's personal property, caused by water, snow, frost, steam, heat, cold, dampness, falling plaster, sewers, gas odors, noise, bursting or leaking pipes, plumbing, electrical wiring and equipment and fixtures for all kinds, or for any act, neglect, or omission of other residents or other occupants or guests of the Building in which the Demised Premises are located or for any act or other occurrence causing injury to the person or property whomsoever or whatsoever due directly or indirectly to the use of Demised Premises or any part thereof by the Resident, Resident's occupants or guests. If storage areas are available, neither Agent nor Owner assumes responsibility for articles stored and such articles or personal property shall be stored or kept at Resident's sole risk. Neither Agent nor Owner shall be liable for any theft, destruction, loss or damage to any property of Resident, Resident's occupants or guests. Resident agrees to protect, indemnify and hold Agent and Owner harmless from all losses, costs or damages sustained by reason of any act or other occurrence causing injury or damage to any person whomsoever or whatsoever, due directly or indirectly to the use of the Demised Premises, the Building, or any part thereof by Resident, Resident's occupants or guests. Resident shall obtain and maintain throughout the tenancy renter's insurance coverage for his or her personal property located within the Demised Premises or located in or about the Building or the common areas serving the Building or the Premises. Resident shall provide proof of said coverage to Agent at move in and annually on the renewal date. Resident shall further obtain and maintain throughout tenancy property damage liability coverage in the minimum of \$100,000.00 per occurrence.

UTILITY COMPANY OUTAGES: In the event of a utility outage; electric, gas or water, **BE SURE THAT ALL VALVES AND SWITCHES ARE IN THE "OFF" POSITION** or you may risk potential liability for damages caused from your negligence. Furthermore, we recommend the use of flashlights as opposed to candles. Unplug appliances and electronic equipment to protect against power surges when power is restored.

RESIDENT(S) FURTHER AGREES TO THE FOLLOWING TERMS:

1. **DAMAGES:** Resident shall pay for any and all damages including but not limited to plumbing stoppages, toilets, garbage disposals, broken windows, light fixtures, mirrors, torn screens, holes in walls or doors that the Resident(s) or their guests have caused.
2. **KEY CHARGES:** Non-returned or replacement key fees are noted in the Lost Key Charges, Lock-Out Policy, & Resident Information sheet attached.
3. **LEASE AFTER DEATH:** This Rental Agreement shall be binding for the benefit of all parties, Agent and Resident(s), the successors and assignments of the Agent and the heirs and representatives of the Resident(s).

Reserve Square Apartments - West
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Reserve Apartments
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RENT: Resident(s) will pay \$1,056.00 per calendar month for rental payments plus a monthly URC amount, if applicable, payable in advance and without demand on or before the 1st day of each month for a term of one year. Application of payments: Money paid by Resident(s) to the Agent shall be applied to Resident(s)' account in the following order: First, to outstanding service fees and dishonored check charges; second, to outstanding court costs legally chargeable to Resident; third to outstanding utility bills; fourth, to damages to apartment and/or building; and fifth, to other rent. **If rent is not received by the 5th, a late fee equal to 5% of the monthly rental payment or \$25.00, whichever is greater, will be imposed.** This fee must be paid with the rent. If fee is not included with the rent amount, the Agent maintains the right to refuse rent until outstanding balance is submitted. Under no circumstances shall Agent's acceptance of a partial payment constitute accord or satisfaction, nor will Agent's acceptance of a partial payment forfeit Agent's right to collect the lease balance due on the account despite any endorsement, stipulation, or other statement on any check. The monthly URC is an amount representing a portion of all utilities provided by Agent. If no monthly URC amount is being charged to Resident(s), then Agent shall provide Resident(s) sixty (60) days prior notice of when Agent will commence charging Resident(s) a monthly URC amount based upon the cost of all utilities provided by Agent. Agent shall provide Resident(s) sixty (60) days prior notice of any adjustment to any existing monthly URC amount based upon the cost of all utilities provided by Agent. The prorated rent from the date of move-in to the first day of the following month is \$228.90.

LEASE TERM AND RENEWAL: For a term commencing on 06/24/2017 and ending on 06/31/2018.

The term of this Rental Agreement shall renew from year to year with an increase in the monthly rent of two percent (2%) each renewal term from the then current monthly rent, unless either party notifies the other, in writing, at least sixty (60) days prior to the end of the then current term, that either party desires to terminate this Rental Agreement at the end of such term. Agent shall notify Resident(s) at least sixty (60) days prior to the end of the then current term should Agent increase the monthly rent for the following renewal term above the two percent (2%) increase provided hereunder. For purposes of this Paragraph any increase in rent shall be computed on the rental amount as stated in this Rental Agreement for the initial year and thereafter on the rental amount for a renewal term regardless of any rent credit previously granted to Resident(s) by Agent.

Agent's Initials: J.H.

Resident(s) Initials: [Redacted]

If the Resident(s) elects to provide Agent with a 60-Day written notice in accordance with this Paragraph, Resident(s) agrees that providing this 60-day notice does not release Resident(s) from any obligation under the rental agreement, including the continuing obligation to pay rent through the end of the current term, and for subsequent months in the event less than 60-days notice is given. This Rental Agreement shall not exceed three (3) years.

SECURITY DEPOSIT: The required security and cleaning deposit on this apartment is \$99.00.

Security Deposits must be updated in the event of a rent increase. It is refundable if Resident(s) is not in violation of any part of this Rental Agreement and leaves the apartment reasonably clean and undamaged. The Security Deposit is not to be used by the Resident(s) for rent at anytime. The Agent will refund all deposits due within 30 days of the Resident(s) vacating the premises in accordance with Ohio law.

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ASSIGNMENTS: The premises shall not, in whole or in part, be sublet, assigned or in any manner transferred by the Resident(s). Additionally, it may not be sublet or used for any business purposes.

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PEST MANAGEMENT ADDENDUM

Unit #: RW07U

This Pest Management Addendum is hereby incorporated in and made a part of the Rental Agreement signed by Agent and Resident(s) Nathaniel Hartfield.

1. Resident(s) acknowledges that Agent and Resident(s) have inspected the Unit (including baseboards, carpet edges, window and door molding) and neither is aware nor found any visible signs of bed bug or other pest infestation. Once the Unit has passed inspection and is determined to be free of bed bugs or other pest infestation, Resident shall be liable for the costs of treatment, eradication of infestation and cleaning of infested areas in the event the Unit is subsequently infested and Agent has determined that Resident caused the infestation.

2. Resident(s) certifies that all furnishings and personal property (including mattresses, box springs, bed frames and headboards, couches, sofas, chairs and recliners, nightstands, dressers and clothing, luggage and backpacks) moved into the Unit are free of bed bugs or other pest infestation and that Resident(s) is not aware of any infestation or presence of bed bugs or any pest in Resident(s) current or previous apartment(s) or home(s), and Resident(s) has fully disclosed to Agent any previous bed bug infestation or issues which Resident(s) may have experienced or is experiencing.

3. Resident(s) acknowledges that Resident(s) will use his/her or their best efforts and care to avoid creating any conditions that would introduce, cause or promote the presence of bed bugs, bugs, vermin, insects or other pests of any kind in or at the unit and or common areas. Resident(s) agrees as follows:

- A. All pet food shall be kept in sealed containers.
- B. Pets shall be regularly inspected and treated for fleas and other parasites.
- C. The Unit shall be vacuumed and cleaned on a regular basis to maintain health and safety standards.
- D. Resident(s) shall not allow trash to accumulate inside or outside the Unit. All trash shall be removed from the Unit in a plastic bag and placed inside the dumpster, trash cans, or other designated area. After disposing of trash, Resident(s) shall make sure that the trash lids and/or dumpster doors are closed.
- E. No furniture, clothing and/or any other items shall be placed in the trash room, dumpsters, common areas or hallways. **A violation of this provision shall result in the imposition of a \$250.00 fine. In addition, Resident shall be responsible for all pest control fees and other costs incurred by Agent due to a violation of this provision.**
- F. Any items, including, but not limited to, furniture and clothing, shall be thoroughly inspected for bed bugs or other pest infestation prior to said item being brought into the Unit or onto the Property.
- G. Any and all mattresses used and/or stored in the Unit shall be wrapped or sealed in a mattress cover made of vinyl, plastic or other impervious material that can be sealed.

4. Resident(s) shall notify Agent **immediately** upon discovering bed bugs or other pest infestation. If Resident(s) fails to **immediately** notify Agent of a discovery of bed bugs or other pest infestation, then Resident(s) shall be charged the costs of treatment, eradication of the infestation and cleaning of the infested areas of the Unit or Property. Resident(s) agrees not to try to treat the Unit for bed bug or other pest infestation or hire any outside pest control company. Resident(s) acknowledges that Agent has the full right to select its own licensed pest control company to perform treatments and cleaning of the Unit if necessary. Resident(s) understands that the cost of extermination, and possibly the invasiveness of treatment and extermination, will be greatly reduced if the infestation is reported as early as possible.

5. Resident(s) agrees not to hinder, disrupt or prevent Agent and/or anyone acting at Agent's direction, from inspecting and/or treating the Unit or Property. Resident(s) shall fully, strictly and promptly comply with any instructions/directions given to Resident(s) by Agent and/or its pest control company or professional. Resident(s) shall fully cooperate with Agent in inspecting the Unit for possible infestations and/or preparing the Unit for extermination treatments based upon the instructions provided by Agent or its pest control professional. Failure to fully cooperate or comply with Agent's instructions or with Agent's pest control professional's instructions or failure to provide access to the Unit for inspection or extermination, given reasonable advance notice to enter for inspection, extermination and/or treatments, shall result in the imposition of a \$100.00 fine per occurrence and shall constitute grounds for termination of the Rental Agreement and/or eviction. Furthermore, Resident(s) expressly authorizes Agent, its employees and/or pest control personnel to move any item of personal property within the Unit to assist in inspection, treatment, prevention or extermination in the event Resident(s) fails to do so. Resident(s) hereby waives any claim against Agent, its employees or pest control personnel for any damages associated with the moving of any item of property for such purposes. Resident(s) shall be responsible for a \$30.00 charge per item of property. Repeated violations of this paragraph may result in Agent terminating the rental Agreement and filing an eviction action.

Resident(s) Initials NCH

6. Agent reserves the right to charge the cost of treatment, eradication of infestation and cleaning of infested areas to Resident(s) in the event Resident(s) (1) fails to adhere to the rules set forth herein (2) fails to notify Agent of the presence of bed bugs or other pest infestation (3) fails to provide Agent or its pest control professional access to the Unit or affected areas (4) fails to cooperate with the instructions provided by Agent or its pest control professional regarding prevention, inspection, treatment and/or eradication of bed bugs or other pest infestation or (5) fails to timely pay for all charges assessed to Resident(s). Said charges include, but are not limited to, the costs associated with additional treatments, rescheduling inspections and/or treatments and eradication of the infestation. Agent shall notify Resident(s) in writing as to any charges assessed to Resident(s). Resident(s) shall be required to pay said charges within thirty (30) days of receiving said notice. Any such charges may be deducted from Resident(s) security deposit. Agent may also terminate the Rental Agreement and pursue any remedy in equity or at law.

[Signature]
Property Representative

6-24-17
Date

[Signature]
Date

Resident

Date

Resident shall obtain and maintain throughout the tenancy renter's insurance coverage for his or her personal property located within the Demised Premises or located in or about the Building or the common areas serving the Building or the Premises. Resident shall provide proof of said coverage to Agent at move in and annually on the renewal date. Resident shall further obtain and maintain throughout tenancy property damage liability coverage in the minimum of \$100,000.00 per occurrence.

UTILITY COMPANY OUTAGES: In the event of a utility outage; electric, gas or water, BE SURE THAT ALL VALVES AND SWITCHES ARE IN THE "OFF" POSITION or you may risk potential liability for damages caused from your negligence. Furthermore, we recommend the use of flashlights as opposed to candles. Unplug appliances and electronic equipment to protect against power surges when power is restored.

RESIDENT(S) FURTHER AGREES TO THE FOLLOWING TERMS:

1. **DAMAGES** – To pay for any and all damages including but not limited to plumbing stoppages, toilets, garbage disposals, broken windows, light fixtures, mirrors, torn screens, holes in walls or doors that the Resident(s) or their guests have caused.
2. **KEY CHARGES** – Non-returned or replacement key fees are noted in the Security Deposit Information sheet attached.
3. **LEASE AFTER DEATH** – This Rental Agreement shall be binding for the benefit of all parties, Agent and Resident(s), the successors and assignments of the Agent and the heirs and representatives of the Resident(s).
4. **PROPER MOVE-OUT PROCEDURE** – Upon vacating, the Resident(s) must provide a forwarding address in writing, leave the apartment clean & undamaged, turn in all keys to Management Office, and make sure that all monies due have been paid. Violation of any of these terms will result in deductions from security deposit.
5. **RENTAL PAYMENTS** – Check or money orders must be made out to "K&D Management, LLC". A service charge not to exceed \$50.00 shall be imposed for any check returned for lack of funds. If more than two rental payments are returned "NSF", the Resident(s) will no longer have the privilege of paying by personal check and all future rental payments must be in the form of certified funds or money order.
6. **REPORTING WATER LEAKS** – Report water leaks promptly. A \$250.00 fine will be charged for any non-reported leaks and an additional fee for all damages caused by the leak(s).
7. **RIGHT OF ENTRY** – Agent for the Owner shall have the right to enter premises at any reasonable time to inspect the apartment, exhibit premises for sale, enter for maintenance or show the apartment to prospective residents at all reasonable times. Proper written 24 hour notice will be given unless in the case of a maintenance request or emergency.
8. **USE** – The premises shall only be used as a dwelling, no other purpose, nor shall the premises be used for any purpose that in the judgement of the Agent will injure the reputation of the Agent. All Resident(s) will conduct themselves and mandate that their visitors conduct themselves in a manner, which will not disturb the resident's neighbors' peaceful enjoyment of their dwellings. All Resident(s) will agree to maintain the premises in a decent, safe and sanitary condition and that all Resident(s) and their visitors will refrain from destroying, defacing, damaging or removing any part of the apartment or complex. Violations of these or any lease provisions by any Resident(s) or occupant will be grounds for eviction and will be addressed under appropriate landlord/tenant law.
9. **USE OF EXTERIOR:** Resident shall not allow anything to be placed or affixed on the window ledges, balcony railings, roof or any part of the buildings, nor shall Resident(s) erect any structure for storage, aerial, awning or projection. No signs, advertisement or notices shall be posted on the property or vehicles.
10. **NO SMOKING IN COMMON AREAS/RENTAL OFFICE:** Resident(s) and their visitors will refrain from smoking in all common areas of the premises including but not limited to the rental office, elevators, hallways, stairwells, lobby, and areas of ingress and egress. "Smoking" shall mean inhaling, exhaling, breathing, or carrying any e cigarette, lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. Resident(s) will inform their visitors of this no-smoking policy and take all appropriate steps to ensure that their visitors adhere to this policy. Agent shall post no-smoking and/or smoke free signs at entrances and exits, common areas, hallways and in conspicuous places adjoining the grounds of the premises. Agent is not a guarantor of Resident(s)' or any guest's health or of the smoke-free condition of any area designated smoke-free. Agent will take reasonable steps to enforce this policy.

K&D MANAGEMENT, LLC RULES & REGULATIONS

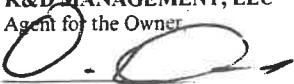
1. **AIR CONDITIONERS IN WINDOWS:** If you wish to install a window air conditioner unit, please contact the leasing office for written approval. The unit must not exceed 12,000 BTU'S.
2. **APPLIANCES:** Cleaning of your range/oven and refrigerator is your responsibility. The refrigerator's temperature control is inside the unit. When defrosting, do not use sharp objects or hair dryers. You will be charged for any damage or negligence from improper use. No furnished appliances may be removed from the premises or any part of the building. Use of vertical, mini-blinds, air conditioner, refrigerator & stove or any other furnished appliance is included in the rent.
3. **BARBECUING/GRILLS:** Absolutely NO COOKING OR BARBECUING shall be done on any porch, patio or balcony of the premises, this is strictly prohibited, and any such violation constitutes a safety hazard.
4. **COMMON AREAS:** All common areas used by residents, including but not limited to laundry rooms, balconies, patios, porches, carports, garages, front and rear entranceways and hallways are to be kept clear. Residents are not permitted to store personal belongings in these areas.
5. **EXTERMINATION:** Exterminator is to service all common areas on a monthly basis. Contact Management to schedule service in your suite. Once notified of time and date, you must follow all instructions to prepare your suite.
6. **FIREARMS/CONCEALED WEAPONS:** No deadly weapons, firearms, handguns or other dangerous ordnance of any type are permitted in the rental office, in the common areas or other public area of the Property regardless of whether you, any occupant or guest is carrying a valid license or temporary emergency license issued pursuant to the law of any state. If you, any occupant or guest is carrying a valid license to possess a firearm or handgun, then you, any occupant or guest may possess said firearm or handgun only in the unit. These restrictions do not apply to an officer, agent, or employee of Ohio any other state or the United States, or a law enforcement officer, who is authorized to carry a firearm or handgun and who is acting within the scope of his/her duties.
7. **GARBAGE DISPOSALS & DRAINS:** Do not dispose of grease, potato peelings, chicken skins, bones, uncooked pastas & rice, orange rinds in the unit. Run water when operating the disposal, put foods in small quantities.
8. **GROUND:** Do not throw cigarette butts or other trash on the grounds. Keep our community beautiful, put all cigarette butts in ashtrays and trash in receptacles provided. Trash must be bagged, tied securely and disposed of in the dumpsters.
9. **HOLIDAY TREES:** Absolutely no live holiday trees are permitted on the premises.
10. **LAUNDRY:** Laundry rooms are for use by residents only; you must adhere to all posted rules for laundry rooms. A private company owns the machines, and their number is on the machines for refunds and repairs. Rubbish cans are for laundry trash only. Resident(s) may not store or operate a washer or dryer in their apartment.
11. **LIGHTS:** Light bulbs are supplied when you move in. You must supply your own thereafter. You must leave working light bulbs when you move out. Use up to 60 watt in wall or ceiling fixtures, up to 40 watt in the bathroom.
12. **LIQUID-FILLED FURNITURE:** Liquid-filled furniture is not permitted without the expressed permission of Management.
13. **LOCKS:** Resident(s) must not alter any lock or install a new lock, knocker, peephole, or other attachment to an apartment door. Management must have access in case of an emergency.
14. **MAINTENANCE REQUESTS:** All requests for maintenance must be made through the Management Office. Verbal requests will not be honored, except in the case of an emergency.

15. **OCCUPANTS:** Parents or guardians are responsible for the actions of their occupants. We cannot be held responsible for their safety. Parents or guardians must supervise their occupants at all times. No playing in the hallways or stairs. It is of the utmost importance that all occupants be so supervised that they will not present a disciplinary problem for Management.
16. **PARKING AREAS:** Parking lots are for current residents and their guests. No more than one licensed vehicle per lease signer with a two-vehicle maximum per suite. All recreational vehicles, boats, motorcycles, commercial vehicles, or extra vehicles are not permitted on the property. DO NOT park on lawns or in front of dumpsters. During snow season, moving your cars would be appreciated. Parking stickers must be displayed on the lower left windshield of your vehicle at all times.
17. **SMOKE DETECTORS:** Each apartment is equipped with a battery-powered smoke detector. It is your responsibility to check your smoke detector monthly and replace any batteries. If it is not functioning properly, call the Management office. There will be a \$50.00 fine if your smoke detector has been tampered with.
18. **SATELLITE DISHES:** Satellite dish installation must be approved in writing by management with the appropriate signed addendum, which indicates the proper procedures necessary for installation and liability.
19. **TOILETS:** Do not dispose of any foreign articles in the toilet such as feminine products, diapers, or toys. If any of these items are found in your toilet, you will be charged for the expense of unplugging the toilet or sewers.
20. **VISITORS:** Guests are not permitted to stay with Resident, in the apartment, for more than one (1) continuous week or a total of fourteen (14) days in a calendar year. Management may allow for extenuating circumstances if Resident requests in writing for approval to allow guests to stay in addition to these established days.
21. **VEHICLES:** All vehicles must have current license plates and be in operable condition. Vehicles not meeting these requirements will be towed away from the premises with a 24-hour written notice affixed to the vehicle at the vehicle owner's expense. Repairing and washing vehicles on the property is prohibited.
22. **WATER SPIGOTS:** Exterior spigots are for maintenance use only and not to be used by the Resident(s).
23. **WELLNESS CHECKS:** Should you believe a resident or their guest within the building or on the property is in need of immediate medical attention, call 9-1-1 as quickly as possible. Do not call management first, again, call 9-1-1. Management will not enter or open an apartment to family and/or friends to conduct a well check of a resident. Management will assist police, fire or paramedic officials with gaining access to an apartment during regular business hours, when staff is available, only. During and/or after business hours, always call 9-1-1 first.
24. **WINDOWS, CARPETING, and SUITE CLEANLINESS:** Cleaning of carpet, drapes, blinds and windows is the responsibility of each resident. If you choose to hang your own drapes, they must be white backed. The suite must also be kept safe and sanitary according to the standards of the Property Manager and Agent and they may, at their discretion request the conditions improve. All rubbish must be disposed of in a clean, safe and sanitary manner in the proper receptacles provided.


Resident acknowledges that Agent will not permit sex offenders or child-victim offenders to occupy the premises as residents, occupants or guests for any period of time. Prior to signing the Lease, Agent has relied on Resident's statement that neither Resident's name nor any occupant's name appears on any agency's registry of sex offenders or child-victim offenders. Regardless of the proximity of the premises to any school, Resident shall not allow any person to occupy the premises as a resident, occupant or guest for any period of time if such person's name appears on any agency's registry of sex offenders or child-victim offenders or if such person has been convicted of or pleaded guilty to a sexually oriented offense or child-victim offense. If during any lease or renewal term, Resident or any occupant or guest becomes required to register as a sex offender or is convicted of or pleads guilty to a sexually oriented offense or child-victim offense or if Resident allows any such person to be in the premises as an occupant or guest for any period of time, then Resident agrees that Resident and all other occupants shall vacate the premises immediately and return possession of the premises to Agent. Resident shall remain liable for all rents, utilities and other charges until the Lease Agreement expiration or date or re-rental, whichever is sooner. If Resident fails to vacate the premises, then Agent may elect to retake possession through an eviction action. Agent's failure to inquire or to otherwise ascertain the sex offender or child-victim offender status of any resident, occupant or guest shall not constitute a waiver of Agent's remedy hereunder.

<<1717HISTORY>>

FURTHER RULES & REGULATION: Resident (s) shall abide by and strictly conform to all rules issued and posted by management periodically. Such rules shall be posted by management in a conspicuous place on said property and may be changed periodically if such change is necessary in the opinion of the management. These rules shall be kept & observed by the resident, families, visitors & guests. The failure of management to insist upon strict performance of any such rules shall not be construed as a waiver of any of management's legal or equitable rights or remedies and not be deemed a waiver of any subsequent breach or default by resident (s). In the event of a conflict with the rules and the terms of this Rental Agreement, this Rental Agreement shall control. **Violation of any part of this agreement** including non-payment of rent when due shall be cause for eviction under the appropriate sections of the applicable code. The prevailing party shall recover reasonable attorney fees involved. **Resident (s) hereby certifies and agrees** that by signing this document, they have read and understand the Rental Agreement, Security Deposit Information Sheet, Lead Disclosure, Pest Management Addendum, & Crime-Free Addendum attached and understand that those documents are part of this agreement.

K&D MANAGEMENT, LLC
 Agent for the Owner

 Property Representative
 Reserve Square Apartments - West

RESIDENT (S):


 Resident(s) Signature Date 06-05-2011

Resident(s) Signature

Date

LEASE ADDENDUM FOR CRIME-FREE & DRUG-FREE HOUSING

APT#RW07U

In consideration of the execution or renewal of a lease agreement of the dwelling unit identified in said Lease Agreement, Agent for the Owner and Resident mutually agree as follows:

1. Resident(s), any members of the resident's household, or a guest, invitee, or the other person under the resident's control **shall not engage in criminal activity, including drug-related criminal activity**, on or near the unit premises or otherwise. "Drug-related criminal activity" shall be defined as the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act - 21 U.S.C. 802).
2. Resident(s), any member of the resident's household, or a guest, invitee or other person under the resident's control **shall not engage in any act intended to facilitate criminal activity including drug-related criminal activity**, whether on or near the unit premises or otherwise.
3. Resident(s) or members of the household **will not permit the dwelling unit to be used for or to facilitate criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, a guest or an invitee.
4. Resident(s) or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the unit premises or otherwise.
5. Resident(s), any member of the Resident's household, guest, invitee, or any other person under the Resident's control **shall not engage in acts of violence or threats of violence** including, but not limited to the unlawful discharge or firearms, whether on or near the unit premises or otherwise.
6. VIOLATION OF THE ABOVE PROVISION SHALL CONSTITUTE A MATERIAL VIOLATION OF THE LEASE AGREEMENT AND SHALL BE DEEMED GOOD AND JUST CAUSE FOR THE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material non-compliance with the Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the lease. **Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of evidence.**
7. In case of conflict between any provisions of this addendum and any other provisions contained within the Lease Agreement, the provisions of this addendum shall govern.


This Lease Addendum is hereby incorporated into the Lease Agreement executed or renewed this day by and between Agent for the Owner and the Resident(s).



Property Representative

6-24-17

Date

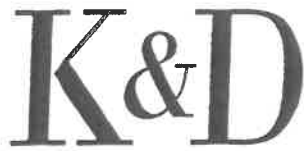


Resident

Co-Resident

06-05-2017

Date



MAIL/PACKAGE DELIVERY AGREEMENT

This Agreement is made a part of the Rental Agreement between K&D Management, LLC ("K&D") and the undersigned Resident(s). The parties hereto agree as follows:

1. In the event that a carrier of mail or other parcel is either unwilling or unable to deliver said mail or other parcel directly to Resident's unit, Resident authorizes K&D to sign for or otherwise take delivery of such mail or other parcel on behalf of Resident. Said mail or other parcel shall be held in the Business Center/Rental Office of the Property unless other arrangements have been made.

2. K&D shall notify Resident in a writing posted to the unit that K&D has accepted delivery of mail or other parcel. Resident shall pick up or otherwise take possession of such mail or other parcel within 24 hours of the date of the posted notice. If Resident is unable to pick up the mail or other parcel, then Resident shall notify K&D to make prior arrangements. If Resident fails to pick up or to make prior arrangements for the pickup of said mail or other parcel, then K&D may return said mail or other parcel to the appropriate carrier.

3. Acceptance by K&D of any item of mail or other parcel on behalf of Resident(s) is merely a courtesy to Resident(s). Resident(s) acknowledges that K&D assumes no responsibility for any item of mail or other parcel. Resident(s) hereby releases K&D and its owners, agents and employees from any liability for any damage, loss or other consequences associated with any item of mail or parcel for which K&D has accepted delivery on behalf of Resident(s) pursuant to this Agreement.

Resident(s)

[Redacted Signature]
Print Name

[Redacted Signature]
Signature

Print Name

Signature

06-05-2017
[Redacted]

K&D Management, LLC

ORCA DeLeon
Print Name

[Signature]
Signature

6-24-17
Date

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre 1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

APT #RW07U

Lessor's Disclosure (initial)

D.D. (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing.
(explain) _____

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

D.D. (b) Records and reports available to the lessor (check one below):

Lessor has provided the lessee with all available records and reports pertaining to lead based paint and/or lead based paint hazards in the housing.
(list documents below). _____

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's (Resident) Acknowledgment (initial)



- Lessee has received copies of all information listed above.
- Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

D.D. (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

[Signature]

Lessee (Resident)

Lessee (Co-Resident) Date

[Signature]

Agent

6-24-17

Date

**LOST KEY CHARGES, LOCK-OUT POLICY,
 & RESIDENT INFORMATION**

APT #RW07U

It is understood that all keys, key fobs, and pool passes given to residents at the time of move-in, and any additional keys that are re-made for residents, remain the property of K&D Management. As stated within the Rental Agreement, residents are not permitted to change the locks of their suite. It is further understood that when a resident moves from the premises known as Reserve Square Apartments - West, all keys, key fobs and pool passes must be returned to the Property Manager at the time of departure.

Price List for Replacement Lock, Key Fob, or Additional Keys

Replacement Lock	\$25.00
Lost Keys (set)	\$50.00
Building Key only	\$25.00
Mail Box key only	\$25.00
Suite Door Key only	\$ 5.00
Broken Key	\$10.00
Key FOB (Keyless entry system)	\$50.00

LOCK OUT POLICY

Lock-Out Charges will be applied to Resident(s) account to be paid at the property management office.

Monday – Friday after 5:00 PM:	\$20.00
Monday – Friday 12:00 AM - 8:00 AM:	\$30.00
Saturday/Sunday All Day	\$30.00

RESIDENT INFORMATION

Lease Signer Name:	<u>Nathaniel Hartfield</u>	Key Fob #:	_____
Garage Space #:	_____	Parking Sticker #:	_____
Lease Signer Name:	_____	Key Fob #:	_____
Garage Space #:	_____	Parking Sticker #:	_____
Lease Signer Name:	_____	Key Fob #:	_____
Garage Space #:	_____	Parking Sticker #:	_____
Lease Signer Name:	_____	Key Fob #:	_____
Garage Space #:	_____	Parking Sticker #:	_____

Total Number of Keys Issued: Building Keys/Fobs _____ Suite _____ Mailbox _____

Resident(s) hereby acknowledges and agrees to the terms and conditions above regarding lost key charges, replacement lock charges, charges for unreturned keys after move-out, and the lock-out policy.

[Signature]
 Property Representative
 Date 6-24-17

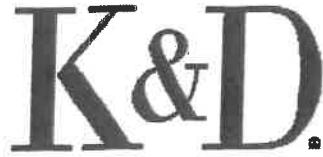
[Signature]
 Resident
 Date 06-05-2017

Resident

Date

Resident Ledger

Serenity Lopez

Date: 01/11/2024

Code	t0045579	Property	Reserve Apartments	Lease From	10/01/2023
Name	Nathaniel Hartfield	Unit	W07U	Lease To	03/31/2024
Address	1701 E12th Street #W07U	Status	Current	Move In	06/24/2017
		Rent	1,209.00	Move Out	
City	Cleveland, OH 44114	Phone (H)		Phone (W)	(216) 630-5942

Date	Code	Description	Charges	Payments	Balance	Charges/Receipts
09/20/2023	appfee	Application Fee :Reversed by Charge Ctrl# 4070607	35.00	0.00	35.00	4070168
09/20/2023	deposit	Security Deposit :Reversed by Charge Ctrl# 4070608	199.00	0.00	234.00	4070169
09/20/2023	urc	Cost Recovery Charge for 11 days	12.83	0.00	246.83	4070176
09/20/2023	rent	Rent for 11 days	443.30	0.00	690.13	4070177
09/20/2023	deposit	Security Deposit	99.00	0.00	789.13	4070609
09/20/2023	conother	Cost Recovery Charge for 11 days- paid on Reswest W07U t0016325	-12.83	0.00	776.30	4070610
09/20/2023	conother	Rent for 11 dyas- paid at reswest W07U t0016325	-443.30	0.00	333.00	4070611
09/20/2023	mtom	Month To Month Charges	18.33	0.00	351.33	4091601
09/20/2023	mtom	Month To Month Charges	-18.33	0.00	333.00	4091602
09/20/2023	refudep	Deposit Refunded (clearing)	-99.00	0.00	234.00	4097335
09/21/2023	appfee	:Reverse Charge Ctrl#4070168	-35.00	0.00	199.00	4070607
09/21/2023	deposit	:Reverse Charge Ctrl#4070169	-199.00	0.00	0.00	4070608
10/01/2023	reselect	08/18/2023-09/18/23 Electric	40.65	0.00	40.65	4072347
10/01/2023	urc	Utility Recovery Charge (10/2023)	35.00	0.00	75.65	4083885
10/01/2023	rent	Rent (10/2023)	1,209.00	0.00	1,284.65	4084752
10/01/2023	mtom	Month To Month Charges (10/2023)	50.00	0.00	1,334.65	4091600
10/01/2023	mtom	Month To Month Charges	-50.00	0.00	1,284.65	4095595
10/06/2023	latefee	Late Charges, 5% of \$1209.00	60.45	0.00	1,345.10	4096213
10/06/2023	latefee	Late Charges	-60.45	0.00	1,284.65	4097327
10/06/2023	appfee	Application Fee	35.00	0.00	1,319.65	4097338
10/06/2023	appfee	Application Fee	-35.00	0.00	1,284.65	4097365
10/10/2023		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services	0.00	1,284.65	0.00	2702046
11/01/2023	reselect	09/20/2023-10/18/23 Electric	12.55	0.00	12.55	4117707
11/01/2023	urc	Utility Recovery Charge (11/2023)	35.00	0.00	47.55	4128110
11/01/2023	rent	Rent (11/2023)	1,209.00	0.00	1,256.55	4128973

11/05/2023		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services	0.00	1,256.55	0.00	2725904
12/01/2023	reselect	10/18/2023-11/17/23 Electric	49.87	0.00	49.87	4162322
12/01/2023	urc	Utility Recovery Charge (12/2023)	35.00	0.00	84.87	4174358
12/01/2023	rent	Rent (12/2023)	1,209.00	0.00	1,293.87	4175217
12/05/2023		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services	0.00	1,293.87	0.00	2754608
01/01/2024	urc	Utility Recovery Charge (01/2024)	35.00	0.00	35.00	4214790
01/01/2024	rent	Rent (01/2024)	1,209.00	0.00	1,244.00	4215695
01/01/2024	reselect	11/17/2023-12/18/23 Electric	40.73	0.00	1,284.73	4226074
01/05/2024		chk# :ACH-WEB Online Payment - EFT Payment. Mobile Web - Resident Services	0.00	1,284.73	0.00	2779168

Reserve Apartments
K&D MANAGEMENT, LLC RENTAL AGREEMENT
 4420 Sherwin Road Willoughby, Ohio 44094 (440) 946-3600

PARTIES TO THE RENTAL AGREEMENT are Nathaniel Hartfield, Resident(s) and K&D Management, LLC, Agent for the Owner. Agent hereby leases to Resident(s) the premises known as Reserve Apartments, located at 1701 E12th Street #W07U, in the city of Cleveland, in the county of Cuyahoga, in the state of Ohio, for use by the Resident(s) only as a private residence.

RENT: Resident(s) will pay \$1,209.00 + \$50.00 Six (6) Month Premium per calendar month for rental payments plus a monthly CRC amount, if applicable, payable in advance and without demand on or before the 1st day of each month for a term of one year. Application of payments: Money paid by Resident(s) to the Agent shall be applied to Resident(s)' account in the following order: First, to outstanding service fees and dishonored check charges; second, to outstanding court costs legally chargeable to Resident; third, to outstanding utility bills; fourth, to damages to apartment and/or building; and fifth, to other rent. If rent is not received by the 5th, a late fee equal to 5% of the monthly rental payment or \$25.00, whichever is greater, will be imposed on the 6th. This fee must be paid with the rent. If fee is not included with the rent amount, the Agent maintains the right to refuse rent until outstanding balance is submitted. Under no circumstances shall Agent's acceptance of a partial payment constitute accord or satisfaction, nor will Agent's acceptance of a partial payment forfeit Agent's right to collect the lease balance due on the account despite any endorsement, stipulation, or other statement on any check. The monthly CRC is an amount representing a portion of the cost of community services provided by Agent including but not limited to electric, gas, water, sewer and trash removal. Resident(s) and Agent agree that no portion of the CRC represents any amount for electric, gas or water services provided to Resident(s)' Unit. Agent shall provide Resident(s) sixty (60) days' prior notice of any adjustments to the monthly CRC amount.

LEASE TERM AND RENEWAL: For a term commencing on 10/01/2023 and ending on 03/31/2024. Either party may terminate this Rental Agreement by providing the other party sixty (60) days' written notice that either party desires to terminate this Rental Agreement at the end of the term. If the Resident(s) elects to provide Agent with a sixty (60) days' written notice in accordance with this Paragraph, Resident(s) agrees that providing this sixty (60) days' notice does not release Resident(s) from any obligation under the rental agreement, including the continuing obligation to pay rent through the end of the current term, and for subsequent months in the event less than sixty (60) days' notice is given. If Resident(s) shall holdover after the end of the term of this Rental Agreement, said holdover shall be deemed a tenancy of month to month and applicable month to month fees shall apply.

SECURITY DEPOSIT: The required security and cleaning deposit on this apartment is \$99.00.

Security Deposits must be updated in the event of a rent increase. It is refundable if Resident(s) is not in violation of any part of this Rental Agreement and leaves the apartment reasonably clean and undamaged. The Security Deposit is not to be used by the Resident(s) for rent at anytime. The Agent will refund all deposits due within 30 days of the Resident(s) vacating the premises in accordance with Ohio law.

PREMATURE TERMINATION: If the Resident(s) vacate the premises during the term of the lease, their right to possession shall cease. In addition, should the Resident(s) vacate the apartment for any reason before the end of this Rental Agreement, the Security Deposit will be applied to any and all outstanding charges as indicated; the Resident(s) shall remain liable for all rents, utilities, and applicable charges until Rental Agreement expiration or date of re-rental, whichever is sooner, in addition they are liable to pay a \$200.00 fee for the cost involved in re-renting the apartment.

CONDITIONS OF OCCUPANCY: The said premises shall be occupied by no more than 2 person(s). The following person(s) are to be considered legal occupants, Nathaniel Hartfield.

Under no circumstances shall Resident(s) increase the number of occupants and no pets permitted, even temporarily, without written acknowledgement by Agent. Maximum occupancy is "2" persons per bedroom.

ASSIGNMENTS: The premises shall not, in whole or in part, be sublet, assigned or in any manner transferred by the Resident(s). Additionally, it may not be sublet or used for any business purposes.

UTILITIES: Resident(s) will pay all utilities except Heat, Water, Sewer. Resident(s) is required to have assigned utilities installed and maintained during their occupancy. Resident(s) will be held responsible for the cost of repairs for damages resulting from Resident(s)' failure to maintain these utilities. Under no circumstances is the kitchen range to be used to heat the suite. Agent will cancel utility service on Resident's move-in date; therefore, utilities must be in Resident's name upon move-in.

LIABILITY: All personal property, belonging to the Resident, Resident's occupants or guests, or to any other person, located in or about the Building, the common areas serving the Building or the Premises, shall be there at the sole risk of Resident, occupant or guest or such other person, and neither Agent nor Owner shall be liable for the theft or misappropriation thereof, nor for any damage or injury thereto, nor for damage or injury to the person of Resident, Resident's occupants or guests or any other person, or to such individual's personal property, caused by water, snow, frost, steam, heat, cold, dampness, falling plaster, sewers, gas odors, noise, bursting or leaking pipes, plumbing, electrical wiring and equipment and fixtures for all kinds, or for any act, neglect, or omission of other residents or other occupants or guests of the Building in which the Demised Premises are located or for any act or other occurrence causing injury to the person or property whomsoever or whatsoever due directly or indirectly to the use of Demised Premises or any part thereof by the Resident, Resident's occupants or guests. If storage areas are available, neither Agent nor Owner assumes responsibility for articles stored and such articles or personal property shall be stored or kept at Resident's sole risk. Neither Agent nor Owner shall be liable for any theft, destruction, loss or damage to any property of Resident, Resident's occupants or guests. Resident agrees to protect, indemnify and hold Agent and Owner harmless from all losses, costs or damages sustained by reason of any act or other occurrence causing injury or damage to any person whomsoever or whatsoever, due directly or indirectly to the use of the Demised Premises, the Building, or any part thereof by Resident, Resident's occupants or guests. Resident shall obtain and maintain throughout the tenancy renter's insurance coverage for his or her personal property located within the Demised Premises or located in or about the Building or the common areas serving the Building or the Premises. Resident shall provide proof of said coverage to Agent at move in and annually on the renewal date. Resident shall further obtain and maintain throughout tenancy property damage liability coverage in the minimum of \$100,000.00 per occurrence.

UTILITY COMPANY OUTAGES: In the event of a utility outage; electric, gas or water, BE SURE THAT ALL VALVES AND SWITCHES ARE IN THE "OFF" POSITION or you may risk potential liability for damages caused from your negligence. Furthermore, we recommend the use of flashlights as opposed to candles. Unplug appliances and electronic equipment to protect against power surges when power is restored.

RESIDENT(S) FURTHER AGREES TO THE FOLLOWING TERMS:

1. **DAMAGES:** Resident shall pay for any and all damages including but not limited to plumbing stoppages, toilets, garbage disposals, broken windows, light fixtures, mirrors, torn screens, holes in walls or doors that the Resident(s) or their guests have caused.
2. **KEY CHARGES:** Non-returned or replacement key fees are noted in the Lost Key Charges, Lock-Out Policy, & Resident Information sheet attached.
3. **LEASE AFTER DEATH:** This Rental Agreement shall be binding for the benefit of all parties, Agent and Resident(s), the successors and assignments of the Agent and the heirs and representatives of the Resident(s).
4. **PROPER MOVE-OUT PROCEDURE:** Upon vacating, the Resident(s) must provide a forwarding address in writing, leave the apartment in the same condition as it was at the commencement of the tenancy, less normal wear and tear, turn in all keys to Management Office, and make sure that all monies due have been paid. Violation of any of these terms will result in deductions from security deposit.
5. **NO ALTERATIONS PERMITTED:** Resident shall not make any alterations or additions to the premises.
6. **RENTAL PAYMENTS:** Check or money orders must be made out to "K&D Management, LLC". A service charge not to exceed \$50.00 shall be imposed for any check returned for lack of funds. If more than two rental payments are returned "NSF", the Resident(s) will no longer have the privilege of paying by personal check and all future rental payments must be in the form of certified funds or money order.

7. **REPORTING WATER LEAKS:** Report water leaks promptly. A \$250.00 fine will be charged for any non-reported leaks and an additional fee for all damages caused by the leak(s).
8. **RIGHT OF ENTRY:** Agent for the Owner shall have the right to enter premises at any reasonable time to inspect the apartment, exhibit premises for sale, enter for maintenance or show the apartment to prospective residents at all reasonable times. Proper written 24 hour notice will be given unless in the case of a maintenance request or emergency.
9. **USE:** The premises shall only be used as a dwelling, no other purpose, nor shall the premises be used for any purpose that in the judgement of the Agent will injure the reputation of the Agent. All Resident(s) will conduct themselves and mandate that their visitors conduct themselves in a manner, which will not disturb the resident's neighbors' peaceful enjoyment of their dwellings. All Resident(s) will agree to maintain the premises in a decent, safe and sanitary condition and that all Resident(s) and their visitors will refrain from destroying, defacing, damaging or removing any part of the apartment or complex. Violations of these or any lease provisions by any Resident(s) or occupant will be grounds for eviction and will be addressed under appropriate landlord/tenant law.
10. **USE OF EXTERIOR:** Resident shall not allow anything to be placed or affixed on the window ledges, balcony railings, roof or any part of the buildings, nor shall Resident(s) erect any structure for storage, aerial, awning or projection. No signs, advertisement or notices shall be posted on the property or vehicles.
11. **NO SMOKING IN COMMON AREAS/RENTAL OFFICE:** Resident(s) and their visitors will refrain from smoking in all common areas of the premises including but not limited to the rental office, elevators, hallways, stairwells, lobby, and areas of ingress and egress. "Smoking" shall mean inhaling, exhaling, breathing, or carrying any cigarette, lit cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. Resident(s) will inform their visitors of this no-smoking policy and take all appropriate steps to ensure that their visitors adhere to this policy. Agent shall post no-smoking and/or smoke free signs at entrances and exits, common areas, hallways and in conspicuous places adjoining the grounds of the premises. Agent is not a guarantor of Resident(s)' or any guest's health or of the smoke-free condition of any area designated smoke-free. Agent will take reasonable steps to enforce this policy.
12. **FIRE PREVENTION/LOSS:** Resident(s), occupants and their guests shall not cause any condition to increase the risk of a fire occurring anywhere on the premises including any common area. In the event that any fire is caused by any act or omission of Resident(s), occupant or guest, then Resident(s) agrees to immediately surrender possession of the premises to Agent. Resident(s) further understands that Resident(s) will be denied housing at the premises and any other property managed by Agent.

K&D MANAGEMENT, LLC RULES & REGULATIONS

1. **AIR CONDITIONERS IN WINDOWS:** If you wish to install a window air conditioner unit, please contact the leasing office for written approval. The unit must not exceed 12,000 BTU'S.
2. **APPLIANCES:** Cleaning of your range/oven and refrigerator is your responsibility. The refrigerator's temperature control is inside the unit. When defrosting, do not use sharp objects or hair dryers. You will be charged for any damage or negligence from improper use. No furnished appliances may be removed from the premises or any part of the building. Use of vertical, mini-blinds, air conditioner, refrigerator & stove or any other furnished appliance is included in the rent.
3. **BARBECUING/GRILLS:** Absolutely NO COOKING OR BARBECUING shall be done on any porch, patio or balcony of the premises, this is strictly prohibited, and any such violation constitutes a safety hazard.
4. **COMMON AREAS:** All common areas used by residents, including but not limited to laundry rooms, balconies, patios, porches, carports, garages, front and rear entranceways and hallways are to be kept clear. Residents are not permitted to store personal belongings in these areas.
5. **EXTERMINATION:** Exterminator is to service all common areas on a monthly basis. Contact Management to schedule service in your suite. Once notified of time and date, you must follow all instructions to prepare your suite.
6. **FIREARMS/CONCEALED WEAPONS:** No deadly weapons, firearms, handguns or other dangerous ordnance of any type are permitted in the rental office, in the common areas or other public area of the Property regardless of whether you, any occupant or guest is carrying a valid license or temporary emergency license issued pursuant to the law of any state. If you, any occupant or guest is carrying a valid license to possess a firearm or handgun, then you, any occupant or guest may possess said firearm or handgun only in the unit. These restrictions do not apply to an officer, agent, or employee of Ohio any other state or the United States, or a law enforcement officer, who is authorized to carry a firearm or handgun and who is acting within the scope of his/her duties.
7. **GARBAGE DISPOSALS & DRAINS:** Do not dispose of grease, potato peelings, chicken skins, bones, uncooked pastas & rice, orange rinds in the unit. Run water when operating the disposal, put foods in small quantities.
8. **GROUNDS/TRASH REMOVAL:** Do not throw cigarette butts or other trash on the grounds. Keep our community beautiful, put all cigarette butts in ashtrays and trash in receptacles provided. Trash must be bagged, tied securely and disposed of in the dumpsters. The Trash chutes must not be used to dispose of large boxes, bags, furniture or other items which are too large for the chutes. Also, items cannot be left in the compactor room and must be taken to the dumpster. Agent will identify any resident(s) who violates this provision and, once identified, any resident shall be charged a \$50.00 fee for any such violation.

I have read and understand the preceding paragraph. Resident(s) Initials: _____

NcH

9. **HOLIDAY TREES:** Absolutely no live holiday trees are permitted on the premises.
10. **LAUNDRY:** Laundry rooms are for use by residents only; you must adhere to all posted rules for laundry rooms. A private company owns the machines, and their number is on the machines for refunds and repairs. Rubbish cans are for laundry trash only. Resident(s) may not store or operate a washer or dryer in their apartment.
11. **LIGHTS:** Light bulbs are supplied when you move in. You must supply your own thereafter. You must leave working light bulbs when you move out. Use up to 60 watt in wall or ceiling fixtures, up to 40 watt in the bathroom.
12. **LIQUID-FILLED FURNITURE:** Liquid-filled furniture is not permitted without the expressed permission of Management.
13. **LOCKS:** Resident(s) must not alter any lock or install a new lock, knocker, peephole, or other attachment to an apartment door. Management must have access in case of an emergency.
14. **MAINTENANCE REQUESTS:** All requests for maintenance must be made through the Resident Portal. Verbal requests will not be honored, except in the case of an emergency.
15. **OCCUPANTS:** Residents are responsible for the actions of their occupants. Agent cannot be held responsible for any person's safety. No loitering in the hallways or stairs.
16. **PARKING AREAS:** Parking lots are for current residents and their guests. Parking is free for guests only in parking lots owned and operated by Agent. Residents and guests will not be reimbursed or otherwise validated for parking in secured lots, parking garages or other parking areas not owned or operated by Agent. No more than one licensed vehicle per lease signer is allowed, with a two-vehicle maximum per suite. No recreational vehicles, boats, motorcycles, commercial vehicles, or extra vehicles are permitted on the property. DO NOT park on lawns or in front of dumpsters. During snow season, moving your vehicles for plowing would be appreciated. Parking stickers must be displayed on the lower left windshield of your vehicle, in a location that is clearly visible from outside of the vehicle, at all times. No disabled vehicles, vehicles with one or more flat tires or vehicles that do not properly display a valid parking sticker may be kept on the property. A warning sticker advising of the impending towing of such vehicle will be placed on any vehicle that violates this provision, notifying of Agent's intent to tow such vehicle, at owner's expense, off of the premises at any time after 24-hours of the placement of such warning sticker.
17. **SMOKE DETECTORS:** Each apartment is equipped with a battery-powered smoke detector. It is your responsibility to check your smoke detector monthly and replace any batteries. If it is not functioning properly, call the Management office. There will be a \$50.00 fine if your smoke detector has been tampered with.
18. **SATELLITE DISHES:** Satellite dish installation must be approved in writing by management with the appropriate signed addendum, which indicates the proper procedures necessary for installation and liability.
19. **TOILETS:** Do not dispose of any foreign articles in the toilet such as feminine products, diapers, or toys. If any of these items are found in your toilet, you will be charged for the expense of unplugging the toilet or sewers.

- 20. **VISITORS:** Guests are not permitted to stay with Resident, in the apartment, for more than one (1) continuous week or a total of fourteen (14) days in a calendar year. Management may allow for extenuating circumstances if Resident requests in writing for approval to allow guests to stay in addition to these established days.
- 21. **ACCESS TO UNIT:** Resident may request in writing, in circumstances deemed extenuating by management, for management to allow entry to the premises for specified guest(s). Agent cannot be held liable for any damages resulting hereof.
- 22. **DRILLING HOLES/WALLS/LARGE TELEVISIONS:** Resident shall not drill or make any hole in any wall of the unit for the purpose of inserting anchor bolts, screws or any other wall mount for the purpose of hanging or otherwise installing a television or television mount of any kind.
- 23. **VEHICLES:** All vehicles must have current license plates and be in operable condition. Vehicles not meeting these requirements will be towed away from the premises with a 24-hour written notice affixed to the vehicle at the vehicle owner's expense. Repairing and washing vehicles on the property is prohibited.
- 24. **WATER SPIGOTS:** Exterior spigots are for maintenance use only and not to be used by the Resident(s).
- 25. **WELLNESS CHECKS:** Should you believe a resident or their guest within the building or on the property is in need of immediate medical attention, call 9-1-1 as quickly as possible. Do not call management first, again, call 9-1-1. Management will not enter or open an apartment to family and/or friends to conduct a well check of a resident. Management will assist police, fire or paramedic officials with gaining access to an apartment during regular business hours, when staff is available, only. During and/or after business hours, always call 9-1-1 first.
- 26. **WINDOWS, CARPETING, and SUITE CLEANLINESS:** Cleaning of carpet, drapes, blinds and windows is the responsibility of each resident. If you choose to hang your own drapes, they must be white backed. The suite must also be kept safe and sanitary according to the standards of the Property Manager and Agent and they may, at their discretion request the conditions improve. All rubbish must be disposed of in a clean, safe and sanitary manner in the proper receptacles provided.

Resident acknowledges that Agent will not permit sex offenders or child-victim offenders to occupy the premises as residents, occupants or guests for any period of time. Prior to signing the Lease, Agent has relied on Resident's statement that neither Resident's name nor any occupant's name appears on any agency's registry of sex offenders or child-victim offenders. Regardless of the proximity of the premises to any school, Resident shall not allow any person to occupy the premises as a resident, occupant or guest for any period of time if such person's name appears on any agency's registry of sex offenders or child-victim offenders or if such person has been convicted of or pleaded guilty to a sexually oriented offense or child-victim offense. If during any lease or renewal term, Resident or any occupant or guest becomes required to register as a sex offender or is convicted of or pleads guilty to a sexually oriented offense or child-victim offense or if Resident allows any such person to be in the premises as an occupant or guest for any period of time, then Resident agrees that Resident and all other occupants shall vacate the premises immediately and return possession of the premises to Agent. Resident shall remain liable for all rents, utilities and other charges until the Lease Agreement expiration or date or re-rental, whichever is sooner. If Resident fails to vacate the premises, then Agent may elect to retake possession through an eviction action. Agent's failure to inquire or to otherwise ascertain the sex offender or child-victim offender status of any resident, occupant or guest shall not constitute a waiver of Agent's remedy hereunder.

FURTHER RULES & REGULATION: Resident (s) shall abide by and strictly conform to all rules issued and posted by management periodically. Such rules shall be posted by management in a conspicuous place on said property and may be changed periodically if such change is necessary in the opinion of the management. These rules shall be kept & observed by the resident, families, visitors & guests. The failure of management to insist upon strict performance of any such rules shall not be construed as a waiver of any of management's legal or equitable rights or remedies and not be deemed a waiver of any subsequent breach or default by resident (s). In the event of a conflict with the rules and the terms of this Rental Agreement, this Rental Agreement shall control. Violation of any part of this agreement including non-payment of rent when due shall be cause for eviction under the appropriate sections of the applicable code. Resident (s) hereby certifies and agrees that by signing this document, they have read and understand the Rental Agreement, Security Deposit, Move-In Rent Acknowledgement and Receipt Form, Lease Addendum for Crime-Free & Drug-Free Housing, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Pest Management Addendum, Mail/Package Delivery Agreement, Lost Key Charges, Lock-Out Policy, & Resident Information, and Move-In/Move-Out Inspection attached and understand that those documents are part of this agreement. This Rental Agreement, the Rules and Regulations, and all attachments/addenda represent the entire agreement and understanding between Agent and Resident and shall supersede all prior statements, representations, agreements, or understandings, written or oral, between Agent and Resident and can only be amended by a writing signed by Agent and Resident.

K&D MANAGEMENT, LLC
Agent for the Owner,


Property Representative Signature
Reserve Apartments

10-6-23
Date

RESIDENT(S):

 10-06-23
Resident(s) Signature Date

Resident(s) Signature Date

Resident(s) Signature Date

Resident(s) Signature Date

Resident(s) Signature Date

Resident(s) Signature Date



LEASE ADDENDUM FOR CRIME-FREE & DRUG-FREE HOUSING

APT # W07U

In consideration of the execution or renewal of a lease agreement of the dwelling unit identified in said Lease Agreement, Agent for the Owner and Resident mutually agree as follows:

1. Resident(s), any members of the resident's household, or a guest, invitee, or the other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the unit premises or otherwise. "Drug-related criminal activity" shall be defined as the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act - 21 U.S.C. 802).

2. Resident(s), any member of the resident's household, or a guest, invitee or other person under the resident's control shall not engage in any act intended to facilitate criminal activity including drug-related criminal activity, whether on or near the unit premises or otherwise.

3. Resident(s) or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, a guest or an invitee.


4. Resident(s) or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the unit premises or otherwise.

5. Resident(s), any member of the Resident's household, guest, invitee, or any other person under the Resident's control shall not engage in acts of violence or threats of violence including, but not limited to the unlawful discharge or firearms, whether on or near the unit premises or otherwise.

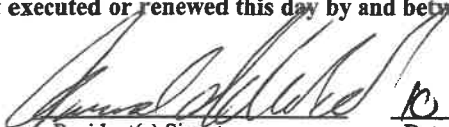
6. VIOLATION OF THE ABOVE PROVISION SHALL CONSTITUTE A MATERIAL VIOLATION OF THE LEASE AGREEMENT AND SHALL BE DEEMED GOOD AND JUST CAUSE FOR THE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material non-compliance with the Lease Agreement. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of evidence.

7. In case of conflict between any provisions of this addendum and any other provisions contained within the Lease Agreement, the provisions of this addendum shall govern.

This Lease Addendum is hereby incorporated into the Lease Agreement executed or renewed this day by and between Agent for the Owner and the Resident(s).


Property Representative Signature

10-6-23
Date


Resident(s) Signature

10-06-23
Date

_____ Resident(s) Signature	_____ Date
_____ Resident(s) Signature	_____ Date
_____ Resident(s) Signature	_____ Date
_____ Resident(s) Signature	_____ Date
_____ Resident(s) Signature	_____ Date



PEST MANAGEMENT ADDENDUM

APT # W07U

This Pest Management Addendum is hereby incorporated in and made a part of the Rental Agreement signed by Agent and Resident(s).

1. Resident(s) acknowledges that Agent and Resident(s) have inspected the Unit (including baseboards, carpet edges, window and door molding) and neither is aware nor found any visible signs of bed bug or other pest infestation. Once the Unit has passed inspection and is determined to be free of bed bugs or other pest infestation, Resident shall be liable for the costs of treatment, eradication of infestation and cleaning of infested areas in the event the Unit is subsequently infested and Agent has determined that Resident caused the infestation.

2. Resident(s) certifies that all furnishings and personal property (including mattresses, box springs, bed frames and headboards, couches, sofas, chairs and recliners, nightstands, dressers and clothing, luggage and backpacks) moved into the Unit are free of bed bugs or other pest infestation and that Resident(s) is not aware of any infestation or presence of bed bugs or any pest in Resident(s) current or previous apartment(s) or home(s), and Resident(s) has fully disclosed to Agent any previous bed bug infestation or issues which Resident(s) may have experienced or is experiencing.

3. Resident(s) acknowledges that Resident(s) will use his/her or their best efforts and care to avoid creating any conditions that would introduce, cause or promote the presence of bed bugs, bugs, vermin, insects or other pests of any kind in or at the unit and or common areas. Resident(s) agrees as follows:

- A. All pet food shall be kept in sealed containers.
- B. Pets shall be regularly inspected and treated for fleas and other parasites.
- C. The Unit shall be vacuumed and cleaned on a regular basis to maintain health and safety standards.
- D. Resident(s) shall not allow trash to accumulate inside or outside the Unit. All trash shall be removed from the Unit in a plastic bag and placed inside the dumpster, trash cans, or other designated area. After disposing of trash, Resident(s) shall make sure that the trash lids and/or dumpster doors are closed.
- E. No furniture, clothing and/or any other items shall be placed in the trash room, dumpsters, common areas or hallways. **A violation of this provision shall result in the imposition of a \$250.00 fine. In addition, Resident shall be responsible for all pest control fees and other costs incurred by Agent due to a violation of this provision.**
- F. Any items, including, but not limited to, furniture and clothing, shall be thoroughly inspected for bed bugs or other pest infestation prior to said item being brought into the Unit or onto the Property.
- G. Any and all mattresses used and/or stored in the Unit shall be wrapped or sealed in a mattress cover made of vinyl, plastic or other impervious material that can be sealed.

4. Resident(s) shall notify Agent immediately upon discovering bed bugs or other pest infestation. If Resident(s) fails to immediately notify Agent of a discovery of bed bugs or other pest infestation, then Resident(s) shall be charged the costs of treatment, eradication of the infestation and cleaning of the infested areas of the Unit or Property. Resident(s) agrees not to try to treat the Unit for bed bug or other pest infestation or hire any outside pest control company. Resident(s) acknowledges that Agent has the full right to select its own licensed pest control company to perform treatments and cleaning of the Unit if necessary. Resident(s) understands that the cost of extermination, and possibly the invasiveness of treatment and extermination, will be greatly reduced if the infestation is reported as early as possible.

5. Resident(s) agrees not to hinder, disrupt or prevent Agent and/or anyone acting at Agent's direction, from inspecting and/or treating the Unit or Property. Resident(s) shall fully, strictly and promptly comply with any instructions/directions given to Resident(s) by Agent and/or its pest control company or professional. Resident(s) shall fully cooperate with Agent in inspecting the Unit for possible infestations and/or preparing the Unit for extermination treatments based upon the instructions provided by Agent or its pest control professional. Failure to fully cooperate or comply with Agent's instructions or with Agent's pest control professional's instructions or failure to provide access to the Unit for inspection or extermination, given reasonable advance notice to enter for inspection, extermination and/or treatments, shall result in the imposition of a \$100.00 fine per occurrence and shall constitute grounds for termination of the Rental Agreement and/or eviction. Furthermore, Resident(s) expressly authorizes Agent, its employees and/or pest control personnel to move any item of personal property within the Unit to assist in inspection, treatment, prevention or extermination in the event Resident(s) fails to do so. Resident(s) hereby waives any claim against Agent, its employees or pest control personnel for any damages associated with the moving of any item of property for such purposes. Resident(s) shall be responsible for a \$30.00 charge per item of property. Repeated violations of this paragraph may result in Agent terminating the rental Agreement and filing an eviction action.

Resident(s) Initials UcH _____

6. Agent reserves the right to charge the cost of treatment, eradication of infestation and cleaning of infested areas to Resident(s) in the event Resident(s) (1) fails to adhere to the rules set forth herein (2) fails to notify Agent of the presence of bed bugs or other pest infestation (3) fails to provide Agent or its pest control professional access to the Unit or affected areas (4) fails to cooperate with the instructions provided by Agent or its pest control professional regarding prevention, inspection, treatment and/or eradication of bed bugs or other pest infestation or (5) fails to timely pay for all charges assessed to Resident(s). Said charges include, but are not limited to, the costs associated with additional treatments, rescheduling inspections and/or treatments and eradication of the infestation. Agent shall notify Resident(s) in writing as to any charges assessed to Resident(s). Resident(s) shall be required to pay said charges within thirty (30) days of receiving said notice. Any such charges may be deducted from Resident(s) security deposit. Agent may also terminate the Rental Agreement and pursue any remedy in equity or at law.



Property Representative Signature

10-16-23
Date



Resident(s) Signature

10-06-23
Date

_____ Resident(s) Signature	_____ Date
_____ Resident(s) Signature	_____ Date
_____ Resident(s) Signature	_____ Date
_____ Resident(s) Signature	_____ Date
_____ Resident(s) Signature	_____ Date



MAIL/PACKAGE DELIVERY AGREEMENT

APT # W07U

This Agreement is made a part of the Rental Agreement between K&D Management, LLC ("K&D") and the undersigned Resident(s). The parties hereto agree as follows:

1. In the event that a carrier of mail or other parcel is either unwilling or unable to deliver said mail or other parcel directly to Resident's unit, Resident authorizes K&D to sign for or otherwise take delivery of such mail or other parcel on behalf of Resident. Said mail or other parcel shall be held in the Business Center/Rental Office/Package Room of the Property unless other arrangements have been made.
2. K&D shall notify Resident in a writing posted to the unit that K&D has accepted delivery of mail or other parcel. Resident shall pick up or otherwise take possession of such mail or other parcel within 24 hours of the date of the posted notice. If Resident is unable to pick up the mail or other parcel, then Resident shall notify K&D to make prior arrangements. If Resident fails to pick up or to make prior arrangements for the pickup of said mail or other parcel, then K&D may return said mail or other parcel to the appropriate carrier. If Resident has not received notification from K&D, resident shall telephone to check if the package has arrived prior to stopping by the office, and shall visit the office/package pickup area no more than one time per day.
3. Acceptance by K&D of any item of mail or other parcel on behalf of Resident(s) is merely a courtesy to Resident(s). Resident(s) acknowledges that K&D assumes no responsibility for any item of mail or other parcel. All food item deliveries must be picked up within 24 hours. Resident(s) hereby releases K&D and its owners, agents and employees from any liability for any damage, loss or other consequences associated with any item of mail or parcel for which K&D has accepted delivery on behalf of Resident(s) pursuant to this Agreement.
4. For communities that use Parcel Pending, wherever applicable, packages that are too large to fit in the lockers, or there is no additional space to fit the package for any reason, will be delivered and left at the door of Resident's apartment. K&D will not accept liability for any package delivered, nor will K&D allow packages to accumulate outside of the Parcel Pending lockers.

[Signature]
Property Representative Signature

10-6-23
Date

Nathaniel Hartfield
Resident(s) Print Name

[Signature]
Resident(s) Signature

10-6-23
Date

10-06-23
Date

_____ Resident(s) Print Name	_____ Date
_____ Resident(s) Signature	_____ Date
_____ Resident(s) Print Name	_____ Date
_____ Resident(s) Signature	_____ Date
_____ Resident(s) Print Name	_____ Date
_____ Resident(s) Signature	_____ Date
_____ Resident(s) Print Name	_____ Date
_____ Resident(s) Signature	_____ Date
_____ Resident(s) Print Name	_____ Date
_____ Resident(s) Signature	_____ Date



Resident Information Form

Revised 1/1/2020 0807

APT # W07U

Resident Name: Nathaniel Cory Hatfield Birth Date: 06-18-1987 SSN: 301900616
 Company Name: _____ Work Phone: _____
 Home Phone: _____ Cell Phone: 616 6305947 E-Mail Address: Nato.Hatfield@gmail.com

Co-Tenant(s) Name: _____ Birth Date: _____ SSN: _____
 Company Name: _____ Work Phone: _____
 Home Phone: _____ Cell Phone: _____ E-Mail Address: _____

Occupant Information:
 Name: _____ Sex: _____ Age: _____ Date of Birth: _____
 Name: _____ Sex: _____ Age: _____ Date of Birth: _____
 Name: _____ Sex: _____ Age: _____ Date of Birth: _____
 Name: _____ Sex: _____ Age: _____ Date of Birth: _____

Pet(s) / Service Assist Animals(s):
 Breed: _____ Age: _____ Name: _____ Weight: _____ Color: _____ ID # _____
 Breed: _____ Age: _____ Name: _____ Weight: _____ Color: _____ ID # _____

Vehicle(s):
 Make/Model: _____ License # _____ Garage Space # _____ Parking Sticker # _____
 Make/Model: _____ License # _____ Garage Space # _____ Parking Sticker # _____
 Make/Model: _____ License # _____ Garage Space # _____ Parking Sticker # _____

Storage Locker(s):
 Floor: _____ Room: _____ Locker # _____
 Floor: _____ Room: _____ Locker # _____

Emergency Contacts (Must List Two):
 Name: _____ Name: _____
 Relation: _____ Relation: _____
 Phone: _____ Phone: _____

Renter's Insurance Policy Information
 Insurance Company: _____ Policy # _____ Effective/Renewal Date: _____

I declare that the information in this Resident Information Form to be true and accurate.

Resident Signature:
 Resident Signature: _____

Date: 10 06 23
 Date: _____

Airbnb and Short-term Rental Addendum

Unit# _____

It is a material breach of the Lease Agreement to sublease, sublet, or rent out the Premises in any capacity, regardless of duration. If you are found to be in violation of this agreement K&D will elect to pursue an eviction action.

NCH _____ (resident initials)

"Sublease", "sublet", or "rent out" means any arrangement, informal or formal, by which you allow any other person to occupy the Premises in exchange for compensation.

NCH _____ (resident initials)

Any person who is not listed as a Legal Occupant by the Lease Agreement who occupies any portion of the Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is NOT a guest, and such occupancy constitutes unauthorized subletting or assignment which is a substantial and material breach of this Agreement. NCH _____ (resident initials)

You are specifically prohibited from offering all or part of the Premises for short-term rental through AirBnB, VRBO, Craigslist, Facebook Marketplace, or any other sites, programs, or applications. Any advertising or on-line postings as well as actual rentals of the Premises to vacation or short-term guests shall constitute a material breach of this Agreement.

NCH _____ (resident initials)

If you are found to violate this Addendum and the subleasing results in the imposition of any fines, penalties, damages, pest control eradication, or legal or administrative proceedings, you will be responsible for the payment of all charges allowable under law. NCH _____ (resident initials)

Tenant understands that subletting and subleasing create additional risks and costs for K&D, including but not limited to security concerns, increased disturbances to property management, increased disturbances and security concerns to residential tenants, increased wear and tear on the Premises, and increased risk for fire code, health code, and building code violations, and increased risk of the spread of Covid-19 and bedbugs.

NCH _____ (resident initials)

If you violate this Addendum you agree that you are solely responsible for any injury, in person or property, wrongful death, or any injury sustained by the sublessee on any part of the Premises or common areas. You agree that you are solely responsible for any injury caused by the sublessee or animals within sublessee's control upon any other tenant or management staff. NCH _____ (resident initials).

Your violation of this Addendum will result in an eviction action being filed and the forfeiture of any Rent Credit/Incentive received as well as being prohibited from renting from K&D at any location.

NCH _____ (resident initials).

[Signature] _____
Representative's Signature Date 10-6-23

[Signature] _____
Resident Signature Date 10-6-23

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____

Resident Signature _____ Date _____



Statement Date: February 19, 2020



V000009

NATHANIEL C. HARTFIELD
1701 EAST 12TH STREET
APT 7U
CLEVELAND OH 44114



Your Benefits Resources™

<http://digital.alight.com/newyorklife> or through
the Employee Intranet/Agency Portal

Important Notice Regarding Plans Progress-Sharing Investment Program

Please be aware that New York Life Progress-Sharing Investment Program consists of two separate qualified retirement plans: (i) the New York Life Insurance Company Agents Progress-Sharing Investment Plan ("APSI") and (ii) the New York Life Insurance Company Employee Progress-Sharing Investment Plan ("EPSI"). Only eligible agents as set forth in APSI may participate in APSI, and only eligible employees as set forth in EPSI may participate in EPSI. The rights of agents participating in APSI and employees participating in EPSI are governed by separate Plan documents and summary plan descriptions, respectively.



Nathaniel Hart Field SOS Online Votes Request

confirmation_num	Voter ID	Name
21818092500138843	2337361	GROSS, BIANCAA
21818092500068078	1908827	GRUJIN, DAVID S
21818092500081772	2287649	GUNKLER, MARGARET M
21818092500105827	1789921	GUPTA, RAVINDRA
21818092500083080	2711395	GUPTA, SOHINI
21818092500106758	1788830	GUPTA, SUSHIMA
21818092500137080	2110914	GUTTMAN, BARRY J
21818092800001311	2382387	GYURKY, EMMA J
21818092800001371	2817815	HALL, ANSON L
21818092500131507	1999840	HALL, BETH ANN
21818092500125500	2744878	HALL, ERIN MARIE
21818092600005139	1029738	HALL, JOHN F
21818092500136727	2898689	HAMED, MELISSA
21818092800001274	2815028	HAMID, YOUSSEF M
21818092500064779	2813288	HANLINE, CECELIA
21818092500120345	2470798	HARDER, ERIK E
21818092500131430	2756029	HARDERS, MATTHEW SCOTT
21818092600001308	1824888	HARDY, ERIN R
21818092500097478	2883788	HARMON, JOHN A
21818092500136771	2598118	HARRIS, JOSHUA C
21818092500137289	2852473	HARRIS, ROBERT LAMONT
218180926000006981	2291878	HARTFIELD, NATHANIEL CORY
21818092500138883	2484881	HARTMAN, SAMUEL JACOB
21818092500138500	2310127	HAUGHTON, JADE E
21818092600001282	2520621	HAWKINS, LATAISIA S
21818092500131808	2832588	HAYES, CAROLINE EVANS
21818092500131814	2700890	HEALEY, CHASE O
21818092500088912	2702410	HEGENBARTH, MORGAN LLOYD
21818092500128522	2870388	HENRY, JAY MICHAEL
21818092800001213	820391	HERZOG, JEROME R
21818092500070793	2417889	HIHN, GEORGE MARTIN
21818092500130883	2798786	HILL, DAYARIES A

Birth Date	Residence Address	City State Zip	Date Entered	UPS
1989	1204 ARGONNE RD	SOUTH EUCLID OH 44121	09/25/2018	
1981	6257 N HUNTINGTON DR	SOLOH OH 44139	09/25/2018	
1989	1284 WESTLAKE AVE	LAKEWOOD OH 44107	09/28/2018	
1946	5003 CORLISS RD	LYNDHURST OH 44124	09/25/2018	
1998	1791 ALCESTER RD	MAYFIELD HTS OH 44124	09/25/2018	
1946	5003 CORLISS RD	LYNDHURST OH 44124	09/25/2018	
1986	2816 BRENTWOOD RD	BEACHWOOD OH 44122	09/25/2018	
1985	2180 WYANDOTTE AVE	LAKEWOOD OH 44107-8147	09/25/2018	
1983	1 EDGEWATER SQ	LAKEWOOD OH 44107	09/25/2018	
1974	2023 LINCOLN AVE	LAKEWOOD OH 44107	09/25/2018	
1992	2025 ATKINS AVE APT 21	LAKEWOOD OH 44107	09/25/2018	
1988	284 MILES RD	CHAGRIN FALLS OH 44022	09/28/2018	
1989	6516 BRIDGE AVE	CLEVELAND OH 44102	09/25/2018	
1982	231 HAWTHORNE DR	CHAGRIN FALLS OH 44022-3328	09/25/2018	
1993	2598 CHURCH AVE APT B214	CLEVELAND OH 44113	09/25/2018	
1986	6957 PEARL RD APT 12	MIDDLEBURG HTS OH 44130	09/25/2018	
1988	27888 BRYANDALE DR	WESTLAKE OH 44145	09/25/2018	
1982	249 JAWANNA DR	BEREA OH 44017-2779	09/25/2018	
1950	58 N ROCKY RIVER DR	BEREA OH 44017	09/25/2018	
1985	35165 SPATTERDOCK LN	SOLOH OH 44139	09/25/2018	
1988	19617 LOMOND BLVD	SHAKER HTS OH 44122	09/25/2018	
1987	1701 E 12TH ST APT 7U	CLEVELAND OH 44114	09/28/2018	
1993	1645 BRAINARD AVE APT 3	CLEVELAND OH 44109	09/25/2018	
1990	1910 VALENTINE AVE APT 2	CLEVELAND OH 44109	09/25/2018	
1982	20851 NICHOLAS AVE	EUCLID OH 44123	09/25/2018	
1987	1237 HALL AVE	LAKEWOOD OH 44107	09/25/2018	
1993	20 OLD SOM LN	MORELAND HILLS OH 44022	09/25/2018	
1988	3035 MONMOUTH RD	CLEVELAND HTS OH 44118	09/25/2018	
1990	17820 DETROIT AVE APT 608	LAKEWOOD OH 44107	09/25/2018	
1952	148 N ROCKY RIVER DR	BEREA OH 44017	09/25/2018	
1975	2400 ROCKY RIVER OVAL	ROCKY RIVER OH 44116	09/25/2018	
1988	4702 BEECHGROVE AVE	GARFIELD HTS OH 44125	09/25/2018	

24 JAN 17 PM 1 56

R. L. ... 11/7/2

Nathaniel Hartfield – State Representative District 20

Exhibit C

**Heartfield Voter Registration and
OH State House History**

Nathaniel C Hartfield, VID 2201878, Voter Registration History

Date Submitted	Date Processed	Address	Precinct at Time of Submission	Method of Submission	Revised 7/22/22 Ohio House District	Revised 9/29/23 Ohio House District
6/5/2006	6/5/2006	875 E 144th St Cleveland, OH	CLEVE10E.01	Paper Registration	20	20
4/27/2009	4/27/2009	875 E 144th St Cleveland, OH	CLEVE10E/01	Paper Registration	20	20
9/26/2018 0:46	9/26/2018 9:36	1701 E 12th St APT 7U Cleveland, OH 44114	CLEVE07J.01	Online Registration	20	20

WHOEVER COMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

Please read instructions on reverse side

Please type or print clearly with black pen

1. Are you a U.S. citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Required)		2. Will you be 18 years of age on or before the next general election? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Required)	
If you answered NO to either of the questions, do not complete this form.			
3. Last Name <i>Harfield</i>		First Name <i>Nathaniel</i>	Middle Name or Initial <i>C</i>
4. House Number and Street (Enter new address if changed) <i>875 East Main Street</i>		Apt. or Lot #	5. City or Post Office <i>Cleveland</i>
7. Additional Rural or Mailing Address (if necessary)		8. County where you live <i>Cuyahoga</i>	6. Zip Code <i>44110</i>
9. Birthdate (Required) <i>1987</i>	10. Ohio driver's license No. OR last 4 digits of Social Security No. (required)	11. Phone No. (voluntary)	Fee based use only see 4050 (Rev. 01/03)
12. ADDRESS CHANGE ONLY - PREVIOUS ADDRESS - Previous House Number and Street			SOURCE
Previous City or Post Office	County	State	DELIVERY
13. CHANGE OF NAME ONLY	Former Legal Name	Former Signature	DATE RECEIVED
I declare under penalty of election falsification I am a citizen of the United States, we have lived in this state for 30 days immediately preceding the next election, and I will be at least 18 years of age at the time of the general election.			
14. Signature of Applicant Date signed <i>5 / 1 / 06</i> → (Required) <i>Nathaniel Harfield</i>	MO	DAY	YR
15. I declare under penalty of election falsification that for compensation I provided a registration form to the applicant, assisted the applicant in completing this form, or returned this form to an appropriate public office for processing, and that I am employed for this purpose by _____ (Print name of employer of person registering applicant)			
Signature of Person Registering Applicant <i>Daniel Johnson</i>	Date <i>5 / 1 / 03</i>		

1. Are you a U.S. citizen? Yes No
2. Will you be at least 18 years of age on or before the next general election? Yes No
If you answered NO to either of the questions, do not complete this form.

3. Last Name: Hartfield First Name: Nathan Middle Name or Initial: Cory Jr., II, etc.

4. House Number and Street (Enter new address if changed): 875 East 14th Street Apt. or Lot #: 5. City or Post Office: Cleveland 6. ZIP Code: 44110

7. Additional Rural or Mailing Address (if necessary): 8. County where you live: Cuyahoga 11. Phone No. (voluntary):

9. Birthdate (MO-DAY-YR) (required): 87 10. Ohio driver's license No. OR last 4 digits of Social Security No. (one form of ID required to be listed or provided):

12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION - Previous House Number and Street:

Previous City or Post Office: County: State:

13. CHANGE OF NAME ONLY Former Legal Name: Former Signature:

I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and will be at least 18 years of age at the time of the general election.

14 Your Signature → Nathan Hartfield
Date 04 / 13 / 09
MO DAY YR

FOR BOARD USE ONLY
SEC4010 (Rev. 07/08)
City, Village, Twp.
Ward
Precinct
APR 27 '09 11:11:03 CUS
Cong. Dist.
Senate Dist.
House Dist.

confirmation_num	Voter ID	Name	Birth Date	Residence Address	City State Zip	Date Entered	UPS
21818092500136843	2337361	GROSS, BIANCAA	/1989	1204 ARGONNE RD	SOUTH EUCLID OH 44121	09/25/2018	
21818092500068078	1909827	GRUHIN, DAVID S	/1981	6257 N HUNTINGTON DR	SOLON OH 44139	09/25/2018	
218180925000681772	2267649	GUNKLER, MARGARET M	1989	1284 WESTLAKE AVE	LAKEWOOD OH 44107	09/26/2018	
21818092500105627	1789921	GUPTA, RAVINDRA	/1946	5003 CORLISS RD	LYNDHURST OH 44124	09/25/2018	
218180925000683080	2711395	GUPTA, SOHINI	/1998	1761 ALCESTER RD	MAYFIELD HTS OH 44124	09/25/2018	
21818092500106758	1789930	GUPTA, SUSHMA	/1946	5003 CORLISS RD	LYNDHURST OH 44124	09/25/2018	
21818092500137090	2110914	GUTTMAN, BARRY J	/1986	2616 BRENTWOOD RD	BEACHWOOD OH 44122	09/25/2018	
21818092600001311	2362367	GYURKY, EMMA J	/1985	2180 WYANDOTTE AVE	LAKEWOOD OH 44107-6147	09/25/2018	
21818092600001371	2817815	HALL, ANSON L	/1963	1 EDGEWATER SQ	LAKEWOOD OH 44107	09/25/2018	
21818092500131507	1999940	HALL, BETH ANN	/1974	2023 LINCOLN AVE	LAKEWOOD OH 44107	09/25/2018	
21818092500125500	2744878	HALL, ERIN MARIE	/1982	2025 ATKINS AVE APT 21	LAKEWOOD OH 44107	09/25/2018	
21818092600005139	1029738	HALL, JOHN F	/1958	284 MILES RD	CHAGRIN FALLS OH 44022	09/26/2018	
21818092500136727	2666689	HAMED, MELISSA	/1968	6515 BRIDGE AVE	CLEVELAND OH 44102	09/25/2018	
21818092600001274	2815026	HAMID, YOUSSEF M	/1982	231 HAWTHORNE DR	CHAGRIN FALLS OH 44022-3328	09/25/2018	
218180925000684779	2813288	HANLINE, CECELIA	/1983	2599 CHURCH AVE APT B214	CLEVELAND OH 44113	09/25/2018	
21818092500120345	2470706	HARDER, ERIK E	/1986	6957 PEARL RD APT 12	MIDDLEBURG HTS OH 44130	09/25/2018	
21818092500131430	2756029	HARDERS, MATTHEW SCOTT	/1988	27688 BRYANDALE DR	WESTLAKE OH 44145	09/25/2018	
21818092600001308	1824688	HARDY, ERIN R	/1982	249 JANANNA DR	BEREA OH 44017-2779	09/25/2018	
218180925000897478	2663798	HARMON, JOHN A	/1950	58 N ROCKY RIVER DR	BEREA OH 44017	09/25/2018	
21818092500136771	2598116	HARRIS, JOSHUA C	/1985	35165 SPATTERDOCK LN	SOLON OH 44139	09/25/2018	
21818092500137289	2652473	HARRIS, ROBERT LAMONT	/1988	18617 LOMOND BLVD	SHAKER HTS OH 44122	09/25/2018	
21818092600000881	2201976	HARTFIELD, NATHANIEL CORY	/1987	1701 E 12TH ST APT 7U	CLEVELAND OH 44114	09/26/2018	
21818092500136883	2494681	HARTMAN, SAMUEL JACOB	/1983	1645 BRAINARD AVE APT 3	CLEVELAND OH 44109	09/25/2018	
21818092500136500	2310127	HAUGHTON, JADE E	/1990	1910 VALENTINE AVE APT 2	CLEVELAND OH 44109	09/25/2018	
21818092600001282	2620521	HAWKINS, LATAISIA S	/1992	20651 NICHOLAS AVE	EUCLID OH 44123	09/25/2018	
21818092500131808	2632586	HAYES, CAROLINE EVANS	/1987	1237 HALL AVE	LAKEWOOD OH 44107	09/25/2018	
21818092500131914	2700890	HEALEY, CHASE O	/1983	20 OLD SOM LN	MORELAND HILLS OH 44022	09/25/2018	
218180925000688912	2702410	HEGENBARTH, MORGAN LLOYD	/1988	3035 MONMOUTH RD	CLEVELAND HTS OH 44118	09/25/2018	
21818092500129522	2670368	HENRY, JAY MICHAEL	/1980	17920 DETROIT AVE APT 608	LAKEWOOD OH 44107	09/25/2018	
21818092600001213	820391	HERZOG, JEROME R	/1952	148 N ROCKY RIVER DR	BEREA OH 44017	09/25/2018	
21818092500070793	2417889	HIHN, GEORGE MARTIN	/1975	2400 ROCKY RIVER OVAL	ROCKY RIVER OH 44116	09/25/2018	
21818092500130883	2796786	HILL, DAYARIES A	/1988	4702 BEECHGROVE AVE	GARFIELD HTS OH 44125	09/25/2018	

#	TRANS...	FIELD	BEFORE	AFTER	TRANS DATE	LOGIN	TRA...
1	24813900	LAST TRANS DATE	Aug 25 2023 3:49PM	Nov 27 2023 8:18PM	11/27/2023 8:18:06 PM	BOE\mboyer	UPD
2	24715381	LAST TRANS DATE	Nov 30 2022 6:18PM	Aug 25 2023 3:49PM	8/25/2023 3:49:56 PM	BOE\mboyer	UPD
3	24519579	LAST TRANS DATE	Sep 29 2022 4:02PM	Nov 30 2022 6:18PM	11/30/2022 6:18:48 PM	BOE\mboyer	UPD
4	24476151	LAST TRANS DATE	Aug 24 2022 11:38AM	Sep 29 2022 4:02PM	9/29/2022 4:02:24 PM	BOE\mboyer	UPD
5	24381843	LAST TRANS DATE	Aug 23 2022 6:24PM	Aug 24 2022 11:38AM	8/24/2022 11:38:23 AM	BOE\mboyer	UPD
6	24381646	LAST TRANS DATE	May 25 2022 6:22PM	Aug 23 2022 6:24PM	8/23/2022 6:24:55 PM	BOE\mboyer	UPD
7	24343095	HISTORY PARTY ID UPD	UPDATED PARTY VIA VOTE...	WRITEHISTORYDATA	5/25/2022 6:22:25 PM	BOE\mboyer	UPD
8	24343095	PARTY	NOPTY	DEM	5/25/2022 6:22:25 PM	BOE\mboyer	UPD
9	24343095	LAST TRANS DATE	Nov 15 2021 2:00PM	Nov 25 2022 6:22PM	5/25/2022 6:22:25 PM	BOE\mboyer	UPD
10	24251405	LAST TRANS DATE	Sep 18 2021 11:19AM	Nov 16 2021 2:00PM	11/16/2021 2:01:00 PM	BOE\behtz	UPD
11	24219268	LAST TRANS DATE	Nov 24 2020 11:28AM	Sep 18 2021 11:19AM	9/18/2021 11:19:44 AM	BOE\behtz	UPD
12	23976774	LAST TRANS DATE	Nov 28 2018 8:04PM	Nov 24 2020 11:28AM	11/24/2020 11:28:25 AM	BOE\mboyer	UPD
13	22223209	LAST TRANS DATE	Sep 26 2018 9:36AM	Nov 28 2018 8:04PM	11/28/2018 8:04:43 PM	BOE\behtz	UPD
14	22138821	VNC MAILED	MAIL DATE	10/02/2018	10/2/2018 10:01:21 AM	BOE\behtz	MAIL
15	22138821	VNC GENERATED	GENERATED	YES	10/2/2018 10:01:21 AM	BOE\behtz	MAIL
16	22126352	INET TRANS - UPDATE VOT...	N	P	9/26/2018 9:36:18 AM	BOE\bedli	INET
17	22126352	HOUSE NUMBER	875	1701	9/26/2018 9:36:18 AM	BOE\bedli	UPD
18	22126352	EMAIL ADDRESS			9/26/2018 9:36:18 AM	BOE\bedli	UPD
19	22126352	LAST TRANS DATE	Dec 7 2016 10:20PM	Sep 26 2018 9:36AM	9/26/2018 9:36:18 AM	BOE\bedli	UPD
20	22126352	ZIP	44110	44114	9/26/2018 9:36:18 AM	BOE\bedli	UPD
21	22126352	DELIVERY METHOD	RDZ01	INET	9/26/2018 9:36:18 AM	BOE\bedli	UPD
22	22126352	APT NUMBER		APT 7U	9/26/2018 9:36:18 AM	BOE\bedli	UPD
23	22126352	PHONE NUMBER 1			9/26/2018 9:36:18 AM	BOE\bedli	UPD
24	22126352	PRECINCT		CLEVED07J01	9/26/2018 9:36:18 AM	BOE\bedli	UPD
25	22126352	STREET ID	CLEVED0F01	83146	9/26/2018 9:36:18 AM	BOE\bedli	UPD
26	22126352	REGISTRATION DATE	97593		9/26/2018 9:36:18 AM	BOE\bedli	UPD
27	22126352	REASON	Apr 27 2009 12:00AM	Sep 26 2018 12:00AM	9/26/2018 9:36:18 AM	BOE\bedli	UPD
28	22126352	RECEIVE DATE	BATCH PARTY UPDATE	88 - CHANGE	9/26/2018 9:36:18 AM	BOE\bedli	UPD
29	22126352	SOURCE OF REGISTRATION	Apr 27 2009 12:00AM	Sep 26 2018 12:00AM	9/26/2018 9:36:18 AM	BOE\bedli	UPD
30	22126352	STREET	626	INET	9/26/2018 9:36:18 AM	BOE\bedli	UPD
31	22126352	INET TRANS - IMPORT CODE	144TH	12TH	9/26/2018 9:36:18 AM	BOE\bedli	INET
32	22126352	INET TRANS - GIS Y	6	2	9/26/2018 8:41:06 AM	BOE\bedli	INET
33	22126352	INET TRANS - BALLOT TYP...		0	9/26/2018 8:41:06 AM	BOE\bedli	INET
34	22126352	INET TRANS - STATE VOTE...	0H001874817Z	0	9/26/2018 8:41:06 AM	BOE\bedli	INET
35	22126352	INET TRANS - LAST TRANS...	Sep 26 2018 12:46AM	Sep 26 2018 8:41AM	9/26/2018 8:41:06 AM	BOE\bedli	INET
36	22126352	INET TRANS - IMPORT REA...	INOMSI	INCO	9/26/2018 8:41:06 AM	BOE\bedli	INET
37	22126352	INET TRANS - GIS X		0	9/26/2018 8:41:06 AM	BOE\bedli	INET
38	22126352	INET TRANS - BT ID VOTED		0	9/26/2018 8:41:06 AM	BOE\bedli	INET
39	22126352	INET TRANS - CONSOLIDAT...		0	9/26/2018 8:41:06 AM	BOE\bedli	INET
40	22126352	INET TRANS - RECEIVE DATE	Sep 26 2018 12:46AM	Sep 26 2018 12:00AM	9/26/2018 8:41:06 AM	BOE\bedli	INET
41	22126352	INET TRANS - BATCH		0	9/26/2018 8:41:06 AM	BOE\bedli	INET
42	22126352	INET TRANS - ELECTION ID		0	9/26/2018 8:41:06 AM	BOE\bedli	INET
43	22126352	INET TRANS - ENVELOPE		0	9/26/2018 8:41:06 AM	BOE\bedli	INET
44	22126352	INET TRANS - CONSOLIDAT...		9	9/26/2018 8:41:06 AM	BOE\bedli	INET
45	22126352	INET TRANS - STREET ID	0	83146	9/26/2018 8:41:06 AM	BOE\bedli	INET
46	22126352	INET TRANS - PRECINCT	999999999.888	CLEVED07J01	9/26/2018 8:41:06 AM	BOE\bedli	INET
47	22126352	INET TRANS - REGISTERE...		0	9/26/2018 8:41:06 AM	BOE\bedli	INET
48	22126352	INET TRANS - NEW RECORD		0	9/26/2018 8:41:06 AM	BOE\bedli	INET

Nathaniel Hartfield – State Representative District 20

Exhibit D

Ohio Constitution Article II, Section 3 |
Residence requirements for
state legislators

Article II, Section 3 | Residence requirements for state legislators

Ohio Constitution / Article II Legislative

Effective: 1967

Senators and representatives shall have resided in their respective districts one year next preceding their election, unless they shall have been absent on the public business of the United States, or of this State.

Nathaniel Hartfield – State Representative District 20

Exhibit E

**Ohio Constitution Article XV, Section 4 |
Officers to be qualified electors**

Article XV, Section 4 | Officers to be qualified electors

Ohio Constitution / Article XV Miscellaneous

Effective: 1953

No person shall be elected or appointed to any office in this state unless possessed of the qualifications of an elector.

Nathaniel Hartfield – State Representative District 20

Exhibit F

**Ohio Revised Code Section 3.15
Residency requirements for
public officials.**



Ohio Revised Code

Section 3.15 Residency requirements for public officials.

Effective: October 5, 2000

Legislation: House Bill 711 - 123rd General Assembly

(A) Except as otherwise provided in division (B) of this section, at all times during one's term of office:

(1) Each member of the general assembly and each elected voting member of the state board of education shall be a resident of the district the member represents.

(2) Each judge and each elected officer of a court shall be a resident of the territory of that court.

(3) Each person holding an elective office of a political subdivision shall be a resident of that political subdivision.

(4) Each member of a municipal legislative authority who represents a ward shall be a resident of the ward the member represents, and each member of a board of education of a city school district who represents a subdistrict shall be a resident of the subdistrict the member represents.

(B) Any person who fails to meet any of the requirements of division (A) of this section that apply to the person shall forfeit the office. Division (A) of this section applies to persons who have been either elected or appointed to an elective office. Division (A) of this section does not apply to a member of the general assembly or the state board of education, to a member of a municipal legislative authority who represents a ward, or to a member of a board of education of a city school district who represents a subdistrict, during the remainder of the member's existing term of office after there is a change in the member's district's, ward's, or subdistrict's boundaries that leaves the member's permanent residence outside the district, ward, or subdistrict.

Agenda Item

#5

Protest of Write-In

Terrence Upchurch – State Representative District 20

Board of Elections Analysis of Protest

January 23, 2024 Board Meeting

Date Protest Filed: January 9, 2024
Protest Filed By: Donna Walker-Brown

**Candidate/Office: Terrance Upchurch – State Representative District 20 –
Democratic – Write-In**

Background

- Terrance Upchurch is currently the incumbent State Representative for District 20, being elected in November 2022.
- On 12/27/23, Terrance Upchurch filed as a Democratic write-in candidate for State Representative District 20.
- Since the 2022 election cycle, the CCBOE has been required to operate with two sets of General Assembly maps due to statehouse disagreements over district lines. One set was used in the 2022 cycle, and another was adopted and is in use for the 2024 cycle.

Protest Issue #1: Voter registration eligibility was not met by the candidate.

BOE Staff Analysis:

- The address provided by the candidate on their Declaration of Intent to be a Write-in Candidate Form 13 must match the address at which they are registered to vote.
- At 10:26 am on 12/27/2023, Mr. Upchurch submitted an update to his address on the Ohio Online Voter Registration System available on the Ohio Secretary of State's website. This system does not automatically update Cuyahoga's database. It must be accepted and applied by staff locally for the update to occur.
 - The address provided in this update was 827 East 149th Street in Cleveland.
- Around noon on the same day (12/27/2023), Mr. Upchurch submitted his write-in paperwork and filing fee, along with a second paper form update for his address to the same address mentioned above: 827 East 149th Street in Cleveland.
 - Form 13 (write-in form) submitted by Mr. Upchurch contained an address that matched the address on the registration form.
- On 12/28/2023 CCBOE Registration staff found the original online update submitted by Mr. Upchurch, but it was not applied because by that point it was duplicate information.
- According to CCBOE records, the update to the candidate's registration address was timely, and matched the one provided on the candidate's write-in Form 13.

Protest Issue #2: Residency requirement not met.

BOE Staff Analysis:

- From the Ohio Secretary of State’s *Candidate Requirement Guide (Pg 9)*:
- **“Residency Requirement:** Must be a resident of the district, have resided in the district for one year immediately preceding the election, and be a registered elector (OH Const. Art. II, §3, OH Const. Art. XV, §4, R.C. 3.15)”
- Protestor states three different addresses that candidate has been registered at:
 - 1426 Clearaire Rd Cleveland, OH 44110
 - 1118 E 146th St Cleveland, OH 44110
 - 827 E 149th St Cleveland, OH 44110
- On 3/26/22 Mr. Upchurch registered to vote at 1052 Parkside Rd. Cleveland, OH 44108 via online registration.
 - This address is in House District 20 in both of the most-recent versions of the General Assembly maps, including the map in current use for 2024, and the previous map used for the 2022 election cycle.
- All the addresses at which Mr. Upchurch registered since 3/26/22 are located in both the 2022 and 2024 versions of State House District 20.
- According to the registration records for Mr. Upchurch, he has been a resident of District 20 since March 26, 2022, and meets the Ohio Constitution residency requirement of residing in the district for at least one year.

Exhibits

- A. Protest
- B. Candidate response
- C. Upchurch Voter Registration and OH State House History
- D. Ohio Constitution Article II, Section 3 | Residence requirements for state legislators
- E. Ohio Constitution Article XV, Section 4 | Officers to be qualified electors
- F. Ohio Revised Code Section 3.15 Residency requirements for public officials.
- G. Ohio Revised Code Section 3501.39 | Grounds for rejection of petition or declaration of candidacy
- H. Ohio Revised Code Section 3513.041 Write-in votes
- I. Ohio Revised Code Section 3513.05 Deadline for filing declaration of candidacy
- J. Ohio Revised Code Section 3513.19 | Challenges at primary elections.
- K. Zukowski v. Brunner, 1210-Ohio-1652, 125 Ohio St 3d 53
- L. Greulich v. Monnin, 142 Ohio St 113 (1943)
- M. Walker Brown Voter Registration and OH State House History



CUYAHOGA COUNTY BOARD OF ELECTIONS
OFFICIAL CANDIDATE FILING RECEIPT

Receipt Number: 66480
Receipt Date: 12/27/2023
Election: MARCH 19, 2024 PRESIDENTIAL PRIMARY ELECTION

Name to Appear on Ballot: UPCHURCH, TERRENCE
Office Sought: STATE REP 20TH DISTRICT
City / Ward / Precinct: CLEVELAND -10-H

Party Affiliation: DEMOCRAT

Address: 827 E 149TH ST
CLEVELAND, OH 44110

Phone Number: 216-835-1929

Email: terranceupchurch216@gmail.com

Amount Filing Fee: \$ 50.00

Amount O.E.C: \$ 35.00

Total Filing Fee: \$85.00

Total Paid: \$85.00

Check Number:

Total Due: 0.00

Part Petitions Filed: Write-In

Minimum Signatures Required: 50

Valid Signatures on Petition: [Signature]

Insufficient by No. of Signatures: [Signature]

Valid For Certification: Yes No

Candidate Approval: X [Signature]

Staff Approval: X [Signature]

Date: 12-27-23

Declaration of Intent to be a Write-In Candidate

print clearly

All Office Except any Federal Office and Governor and Lieutenant Governor

Revised Code 3513.041

To be completed, signed by the candidate named herein, and filed with the appropriate county board of elections or, if the office is to be voted on statewide, the Secretary of State's Elections Division, not later than 4 p.m. of the 72nd day before the primary or general election, whichever is appropriate.

Filing must be accompanied by the fees indicated in R.C. 3513.10.

I, Terrence Upchurch, the undersigned, declare under penalty of election falsification that my qualifying
Name of Candidate

voting residence address is 827 E 149th St, Cleveland, Ohio 44110
Street Number and Address, City or Village Zip Code
(or Rural Route and Number)

I possess the necessary qualifications to be a candidate for the office of State Representative 20th District for:

(Check one box and fill in the appropriate date) Full Term commencing 2025,

or unexpired term ending _____, in the _____
(Identify the State, district, county, etc. of the office)

I declare that I am an elector qualified to vote for the office I seek. I desire to be a write-in candidate for

(complete one of the following three options):

Nomination of the Democratic Party at the primary election to be held
(Name of Political Party)
on the 19th day of March, 2024.
(Month) (Year)

Election at the general election to be held on the _____ day of _____, _____
(Month) (Year)

Election to the office of member of county central committee of the _____ Party
(Name of Political Party)
at the primary election to be held on _____ day of _____, _____
(Month) (Year)

X Terrence Upchurch
(Signature of Candidate)

23 DEC 27 PM 1:09

DEC 27 '23 PM 12:01

State Senate and Representative Receipt for Petition Filing Materials

The undersigned with this **acknowledges** receipt of the following materials:

- Petition Check List Prior to Filing
- Ohio Ethics Commission contact information; Memo & Financial Disclosure Statement Notice
- Ohio Campaign Contribution Limits
- Daily Vote by Mail label Web application instructions
- ORC 357.21 Infiltration of Campaign – false statements in campaign materials – election of candidate
- Ohio Secretary of State campaign finance forms are available at:
<https://www.sos.state.oh.us/campaign-finance/filing-forms/>

The undersigned candidate, or his/her representative, acknowledges receipt of the above items concerning filing of campaign finance reports required by O.R.C. 3517.10(A).

Terrence Upchurch Democrat Republican Nonpartisan
Name of Candidate (print) Party (circle one)

827 e 149th Cleveland 44110
Candidate Street Address, including city and zip code

State Representative _____
Office Sought Political Subdivision

(216) 835-1929 _____
Phone number with area code (print clearly) Alternate phone number (print clearly)

terrenceupchurch216@gmail.com
Candidate E-mail address (print clearly)

[Signature] Terrence Upchurch 12/27/2023
Signature of Candidate/Agent Printed name of Candidate/Agent Date of signing

The Cuyahoga County Board of Elections is required to create an **audio ballot** for each election. To facilitate the pronunciation of your name as it should appear on the ballot, please spell your name phonetically (**example: Phillip Keane - phonetically: Fill up Cane**) below:

***Full Name* phonetically as it should appear on ballot (print clearly)**

Terrence Upchurch – State Representative District 20

Exhibit A

Walker-Brown protest

PROTEST Section 3501.39 -Ohio Revised Code

PROTESTOR 1. Provide your preferred contact information:

Name: Donna Walker -Brown County of Residence: Cuyahoga County

Email: donnaWalker1969@gmail.com Phone: 216-702-1207 Mailing Address: 764 East 92nd Street, 2nd floor, Cleveland, OH 44108

NOTE: I consent to service at all the above addresses (including email).

2. Are you represented by counsel? No

NOTE: N/A

3. Candidate for the office of Ohio House Representative District 20
 Registered voter eligible to participate in the protested election contest

PROTEST SCOPE

4. I humbly submit this protest for disqualification of Terrence Upchurch Write-In candidacy as State Representative House District 20 in primary election March 19, 2024. Due to voter registration eligibility not met before submitting Declaration of Intent to be a Write- In Candidate with Cuyahoga County Board of Election timestamp DEC27'23pm12:01 (Exhibit A) and 2nd Cuyahoga County Board of Election timestamp 23DEC27 pm1:09 (Exhibit A). Voter Registration card with Board of Election timestamp '23DEC27PM 1:10 (Exhibit B).

Also, residence requirement not met as candidate for State House Representative in the state of Ohio. On December 20, 2023, the official candidate filing receipt (# 66477- Exhibit C)

Terrence Upchurch approved & signed signature for this address 1118 E. 146th Street, Cleveland, OH 44110 (precinct 9-S Exhibit C) Terrence Upchurch \$85.00 fee paid Cuyahoga County BOE.

On December 21, 2023, Terrence Upchurch withdrew his candidacy for March 19, 2024, Primary Election by filling out withdrawal form with BOE listing address as 1118 E 146th St., Cleveland, OH 44110 and BOE timestamp DEC212023PM2:22. (Exhibit D)

Last general election on November 7, 2023, the BOE record of address for Terrance Upchurch listed as 1426 Clearaire Road, Cleveland, OH 44110 (Precinct 10-G Exhibit E) according to vote by mail ballot

JAN 9 24 08:51

application dated September 21, 2014 and voter registration card dated August 28, 2008 (Exhibit F) from public record request filed 12-28-2023 with BOE and timestamp DEC282023pm1:48. (Exhibit G)

On December 27, 2023, official candidate filing receipt (#66480 Exhibit H) Terrence Upchurch approved & signed signature for this address 827 E. 149th St., Cleveland, OH 44110 (Precinct 10-H) Terrance Upchurch \$85.00 fee paid Cuyahoga County BOE.

On this 27th day, December 2023, Terrence Upchurch Declaration of Intent to be a Writ-In candidate initial BOE timestamp DEC2723PM 12:01 (Exhibit A) is 1hour & 8 minutes before voter registration card with BOE timestamp 23DEC27PM1:10 (Exhibit B). Then, Terrence Upchurch Declaration of Intent to be a write-In Candidate 2nd BOE timestamp 23DEC27PM1:09 (Exhibit A) That is one minute before voter registration card with BOE timestamp.

5. ~~A~~ A violation of election law, irregularity, or misconduct sufficient to cast doubt on the apparent results of the election.

FACTUAL BASIS & LEGAL ARGUMENT

6. This protest is true and accurate to the best of your knowledge and brought in the sincere belief that the facts alleged form a good faith basis to protest the conduct and results of the election.

The allegation in support of my protest is that Terrence Upchurch falsified record of address with documents submitted to Cuyahoga County Board of Election as Democrat, 3 term incumbent candidate Declaration of Intent to be a Write-In candidate at address 827 E. 149th St., Cleveland, OH 44110 (precinct 10-Official candidate filing receipt #66480 Exhibit H) while record of address for voter registration card at 1426 Clearaire Rd, Cleveland, OH 44110 document with Cuyahoga County Board of Election dated September 21, 2014 (precinct 10-G exhibit E) Also, Terrence Upchurch used address 1118 E. 146 Street, Cleveland, OH 44110 as record of address 7 days before on official candidate filing receipt #66477 from Cuyahoga County Board of Election (precinct 09-S Exhibit C) Another, allegation in support of this protest Terrence Upchurch was not an eligible candidate due to invalid voter registration at time of Declaration of Intent to be a Write-In candidate file with Cuyahoga County Board of Election.

Terrence Upchurch was not a registered elector at time of submission of Declaration of Intent to be a Writ- In candidate file with Cuyahoga County Board of Election and timestamped DEC2723PM12:01 and 23DEC27PM1:09. (Exhibit A) The voter registration is timestamped after the Declaration of Intent to be a Write-In candidate.

Exhibit List

1. Exhibit A Terrence Upchurch- Declaration of Intent to be a Writ-in Candidate
2. Exhibit B Terrence Upchurch -Voter Registration Card dated 12/27/2023.

JAN 3 '24 PM4:00

- 3. Exhibit C Official Candidate Filing Receipt#66477 date 12/20/2023 – Terrance Upchurch
- 4. Exhibit D Terrence Upchurch-BOE Withdrawal Form signed 12/21/2023.
- 5. Exhibit E Terrence Upchurch Vote by Mail Ballot Application
- 6. Exhibit F Terrence Upchurch Voter Registration card dated 8/28/2008
- 7. Exhibit G Public Record Request timestamp DEC282023 PM 1:48 by BOE
- 8. Exhibit H Official Candidate Filing Receipt #66480 dated 12/27/2023.

7. List all individuals, if any, you may call as witnesses to substantiate facts listed in (a). If there are multiple individuals, summarize the facts of which the individual has personal knowledge. N/A

8. Cite any statute or case, administrative rule or decisions, and election policy or procedure that supports your claim set out under

Ohio Candidate Requirement Guide Residency Requirement- Must be a resident of the district, have resided in the district for one year immediately preceding the election, and be a registered elector

Ohio General Assembly State Senator and State Representative Term of Office Senator: Four years (OH Const. Art. II, §2) Representative: Two years (OH Const. Art. II, §2) Qualifications • Residency Requirement: Must be a resident of the district, have resided in the district for one year immediately preceding the election, and be a registered elector (OH Const. Art. II, §3, OH Const. Art. XV, §4, R.C. 3.15)

Ohio Revised Code Section 3503.07 Qualification for Registration and Section 3503.16 Change of Address or Name. In addition to 3503.19 Methods of Registration or change of registration.

RELIEF

9. What effect do you believe the facts alleged in response, if proven, will have on the electoral outcome in the protested contest(s)? Your response should account for the current vote margin calculated in response The electoral outcome of the protested contest(s) will change.

The electoral outcome of the protested contest(s) will not change.

I am uncertain whether the outcome of the contest(s) will change.

Other ___Upchurch be removed as Writ-In for Primary Election March 19, 2024.

10. What relief do you seek? Correct the vote count A new election Other: Terrence Upchurch be removed as Writ-In for Primary Election March 19, 2024

By signing this protest application, you affirm the following: I, **Donna Walker Brown**, swear, under penalty of perjury, that the information provided in this protest filing is true and accurate to the best of my knowledge, and that I have read and understand the following:

(initial)

DWB I have reviewed the statutes and administrative rules governing election protests, including all deadlines.

JAN 11 2024 PM 4:00

DWB My protest must originate with a filing at the county board of elections.
DWB must prove by substantial evidence either the occurrence of a violation of election law, irregularity, or misconduct, either of which were sufficient to cast doubt on the apparent results of the election.

DWB It is a crime to interfere unlawfully with the conduct and certification of an election.
DWB The facts I allege in connection with this protest are true and accurate to the best of my knowledge, and I have a good faith basis to protest the conduct and results of the election.

Submitted by:

Donna Walker-Brown _____ *January 9th, 2024*
Donna Walker- Brown Date:

donnawalker1969@gmail.com _____
Email

Researched by: Cynthia D. Blake, Campaign Manager
cynt1960@yahoo.com
330-571-3158 cell phone

11/19/24 09:10:01

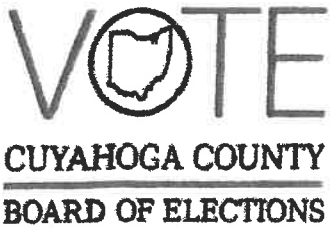


Exhibit H

CUYAHOGA COUNTY BOARD OF ELECTIONS
OFFICIAL CANDIDATE FILING RECEIPT

Receipt Number: 66480
Receipt Date: 12/27/2023
Election: MARCH 19, 2024 PRESIDENTIAL PRIMARY ELECTION

Name to Appear on Ballot: UPCHURCH, TERRENCE
Office Sought: STATE REP 20TH DISTRICT
City / Ward / Precinct: CLEVELAND -10-H
Party Affiliation: DEMOCRAT

Address: 827 E 149TH ST
CLEVELAND, OH 44110

Phone Number: 216-835-1929
Email: terranceupchurch216@gmail.com

Amount Filing Fee: \$ 50.00
Amount O.E.C: \$ 35.00
Total Filing Fee: \$85.00
Total Paid: \$85.00
Check Number:
Total Due: 0.00

Part Petitions Filed: Write-in
Minimum Signatures Required: 50
Valid Signatures on Petition: []
Insufficient by No. of Signatures: []

Valid For Certification: Yes No

Candidate Approval: X [Signature]
Staff Approval: X [Signature]

Date: 12-27-23

Public Records Request regarding democrat incumbent state Representative Terrence Upchurch House District 20 required documentation as a candidate in the general during 2024 presidential election. This public records request is being submitted by Donna Walker-Brown for the following documents.

1. Copy of last(3) voter registration cards/forms.
2. Copy of ALL petitions submitted on or by December 20, 2023 deadline at 4 p.m.
3. Copy of withdrawal form submitted December 21, 2023
4. Copy of Bd. of Election receipt or receipts of ALL petitions filed on or by December 20, 2023 @ 4 p.m. deadline.
5. Copy of withdrawal form submitted December 27, 2023
6. Copy of write-in declaration form submitted December 27, 2023.
7. Copy of original petition for election year 2020.
8. Copy of original petition for election year 2022.
9. Copy of Bd of Election Sign-In Book entries on 1st floor from December 1st, 2023 to December 22, 2023

Donna Walker-Brown
 donnawalker1969@gmail.com
 (216) 702-1207

1. Are you a U.S. citizen? Yes No
 2. Will you be at least 18 years of age on or before the next general election? Yes No
 If you answered NO to either of the questions, do not complete this form.

3. Last Name Church		First Name Terrence	Middle Name or Initial Vincent	Jr., II, etc. III
4. House Number and Street (Enter new address if changed) 1426 Clearcreek rd		Apt. or Lot #	5. City or Post Office Cleveland	6. Zip Code 44110
7. Additional Rural or Mailing Address (if necessary)			8. County where you live Cuyahoga	FOR BOARD USE ONLY SEC#010 (Rev. 1/08)
9. Birth date (MM/DD/YY) (required) 7/1988	10. Ohio driver's license No. OR last 4 digits of Social Security No. (required to be listed if you have one)		11. Phone No. (voluntary)	

12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION - Previous House Number and Street

Previous City or Post Office _____ County _____ State _____

13. CHANGE OF NAME ONLY Former Legal Name _____ Former Signature _____

I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and I will be at least 18 years of age at the time of the general election.

14. Your Signature _____
 Date **8 / 28 / 2008**
 MO DAY YR

Cuyahoga County Board of Elections
2925 Euclid Avenue, Cleveland, Ohio 44115-2497

10/27/08 10:24 AM

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

Date: 12/21/2023

I, Terrence Wachurch, withdraw my candidacy for

(check one):

March 19, 2024 Primary Election

November 5, 2024 General Election

Other: _____

Party (if applicable): Democratic

Office: State Representative HD20

Term date (if applicable): _____

Signature: 

Printed Name: Terrence Wachurch

Street Address: 1118 E 146 St

City / Zip Code: Cleveland 44110

Phone: 216-835-1929

Email: terrencewachurch216@gmail.com

12/21/2023 10:41:01

DEC 21 2023 PM 2:22



**CUYAHOGA COUNTY BOARD OF ELECTIONS
OFFICIAL CANDIDATE FILING RECEIPT**

Receipt Number: 66477
Receipt Date: 12/20/2023
Election: MARCH 19, 2024 PRESIDENTIAL PRIMARY ELECTION

Name to Appear on Ballot: UPCHURCH, TERRENCE
Office Sought: STATE REP 20TH DISTRICT
City / Ward / Precinct: CLEVELAND -09-S
Party Affiliation: DEMOCRAT

Address: 1118 E 146TH AVE
CLEVELAND, OH 44110

Phone Number: 216-835-1929

Email: terrenceupchurch216@gmail.com

Amount Filing Fee: \$ 50.00
Amount O.E.C: \$ 35.00
Total Filing Fee: \$85.00
Total Paid: \$85.00
Check Number: 38330379
Total Due: 0.00

PAID
Cuyahoga County
Board of Elections

Part Petitions Filed: 6 parts w/ 56 sigs
Minimum Signatures Required: 50
Valid Signatures on Petition: 74
Insufficient by No. of Signatures: 6

Valid For Certification: Yes No

Candidate Approval: X Terrence Upchurch

Staff Approval: X PSL 12/21

Date: 12-20-2023

50114 12/21/23

I am: Registering as an Ohio Voter / Registrarme para votar en Ohio Updating my address / Actualizar mi domicilio Updating my name / Actualizar mi nombre

1. Are you a U.S. Citizen? / ¿Es usted ciudadano de los EE.UU.? Yes / Sí No / No
 2. Will you be at least 18 years of age on or before the next general election? / ¿Tendrá usted al menos 18 años de edad el día de las próximas elecciones generales o antes? Yes / Sí No / No
 If you answered NO to either of the questions, do not complete this form. / Si respondió NO a cualquiera de las preguntas, no complete este formulario.

3. Last Name / Apellido: Uechiarich First Name / Nombre: Kenneth Middle Name or Initial / Segundo Nombre o Inicial: _____ Jr., Sr., etc.

4. Home Number and Street (Enter new address if changed) / Número de Casa y Calle (Escriba la nueva dirección si ha cambiado): 827 East 149th Apt. or lot # / Apt. o No. de Parcela: _____ 5. City or Post Office / Ciudad o Oficina de Correo: Cleveland 6. ZIP Code / Código Postal: 44110

7. Additional Mailing Address (if necessary) / Dirección Postal Adicional (si es necesario): _____ 8. County (where you live) / Condado (donde vive): _____

9. Date of Birth (MM-DD-YYYY) / Fecha de Nacimiento: 1988 10. Ohio driver's license number, state ID card number, OR last four digits of Social Security number (one form or ID required to be listed or printed) / Número de la licencia de conducir de Ohio, número de la tarjeta de identificación estatal o los últimos cuatro dígitos del número de Seguridad Social (se requiere indicar o imprimir una forma de identificación) 11. Phone Number (voluntary) / No. Tfn. (voluntario)

Voter Board Use Only / Usar solo el JURY de votantes
 Date / Fecha: _____
 Name / Nombre: _____
 Title / Cargo: _____
 Address / Dirección: _____
 City / Ciudad: _____
 State / Estado: _____
 Zip / Código Postal: _____

12. Previous address if you have moved since last election / Dirección anterior si se ha mudado desde la última elección: _____

Previous City or Post Office / Ciudad y Oficina de Correo: _____ Previous County / Condado anterior: _____ Previous State / Estado anterior: _____

13. Current or former legal name / Nombre legal actual o anterior: _____ Former Signature / Firma anterior: _____

14. I declare under penalty of election law that I am a citizen of the United States, will have been at least 18 days immediately preceding the next general election, and will be at least 18 years of age at the time of the general election. / Declaro bajo juramento que soy ciudadano de los Estados Unidos, que tengo al menos 18 días antes de las elecciones generales y que tendré al menos 18 años de edad en el momento de las elecciones generales.

Your Signature / Su Firma: [Signature] Date / Fecha: 12, 27, 2023

28 DEC 27 PM 1:10

FORM 94 (REV. 10-2012)

Declaration of Intent to be a Write-In Candidate

All Office Except any Federal Office and Governor and Lieutenant Governor

Revised Code 3513.041

To be completed, signed by the candidate named herein, and filed with the appropriate county board of elections or, if the office is to be voted on statewide, the Secretary of State's Elections Division, not later than 4 p.m. of the 72nd day before the primary or general election, whichever is appropriate.

Filing must be accompanied by the fees indicated in R.C. 3513.10.

I, Terrence Upchurch, the undersigned, declare under penalty of election falsification that my qualifying
Name of Candidate

voting residence address is 827 E 149th St, Cleveland, Ohio 44110.
Street Number and Address, City or Village Zip Code
(or Rural Route and Number)

I possess the necessary qualifications to be a candidate for the office of State Representative 20th District for:

(Check one box and fill in the appropriate date) Full Term commencing 2025

or unexpired term ending _____, in the _____
(Identify the State, district, county, etc. of the office)

I declare that I am an elector qualified to vote for the office I seek. I desire to be a write-in candidate for

(complete one of the following three options):

Nomination of the Democratic Party at the primary election to be held
(Name of Political Party)
on the 19th day of March, 2024.
(Month) (Year)

Election at the general election to be held on the _____ day of _____, _____.
(Month) (Year)

Election to the office of member of county central committee of the _____ Party
(Name of Political Party)
at the primary election to be held on _____ day of _____, _____.
(Month) (Year)

3513.041

X [Signature]
(Signature of Candidate)
23 DEC 27 PM 1:09
3513.041

Terrence Upchurch – State Representative District 20

Exhibit B

Upchurch Protest Response

Protest by Donna Walker-Brown against State Representative Terrence Upchurch (January 23, 2024 hearing)

Brent Lawler <blawler@cuyahogacounty.gov>

Thu 1/18/2024 8:44 AM

To: Brent Lawler <blawler@cuyahogacounty.gov>

📎 1 attachments (3 MB)

Upchurch Exhibits 011724.pdf;

From: Corey Colombo <ccolombo@electionlawgroup.com>

Sent: Wednesday, January 17, 2024 3:13 PM

To: Mary L. Bejjani <mbejjani@cuyahogacounty.gov>

Cc: Donald J. McTigue <dmctigue@electionlawgroup.com>; donnamwalker1969@gmail.com
<donnamwalker1969@gmail.com>

Subject: Protest by Donna Walker-Brown against State Representative Terrence Upchurch (January 23, 2024 hearing)

Dear Ms. Bejjani,

I am hereby entering my appearance as legal counsel for Respondent State Representative Terrence Upchurch in this matter.

Attached are three exhibits that we are offering:

- Exhibit 1 is the Protestor's voting history establishing that she is a registered Republican;
- Exhibit 2 are records obtained from the Board related to Respondent's voter registration at 827 E. 149th Street, Cleveland; and
- Exhibit 3 is a copy of his lease.

Respondent's legal position in response to the protest is summarized as follows.

1. Protestor lacks legal standing under RC 3513.141 because at the time that she filed the protest she was and still is not eligible to vote in the March 19, 2024 Democratic Party Primary election. See, RC 3513.141, 3513.19, 3513.20, and *Zukowski v. Brunner*, 1210-Ohio-1652, 125 Ohio St 3d 53.
2. The second ground of the protest--that Respondent does not meet the residency requirement for state representative--lacks the specificity required by law for a protest. See, RC 3501.39(A)(1), *Zukowski v. Brunner*, 1210-Ohio-1652, 125 Ohio St 3d 53.
3. Respondent updated his voter registration address online prior to filing his Declaration of Intent to be a Write-In Candidate.
4. Respondent completed a physical change of address at the Board at the suggestion of Board staff simultaneous with filing his Declaration of intent to be a Write-In Candidate. See, *Greulich v. Monnin*, 142 Ohio St 113 (1943).
5. RC 353501.39 bars invalidating Respondent's Declaration of Intent to be a Write-In candidate.

I have copied the Protestor on this email per the Cuyahoga Board rules regarding protests. Thank you.

Respectfully submitted,

Corey Colombo

J. COREY COLOMBO
ATTORNEY-AT-LAW
MCTIGUE & COLOMBO LLC
545 EAST TOWN STREET
COLUMBUS, OHIO 43215
TEL: (614) 263-7000
CCOLOMBO@ELECTIONLAWGROUP.COM

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VOTER INFORMATION REPORT

DONNA M WALKER BROWN

PRINTED ON: 1/17/2024

VOTER ID: 1696369

NAME: DONNA M WALKER BROWN

RESIDENCE: 764 E 92ND ST APT UPPR

CITY/STATE/ZIP: CLEVELAND, OH 44108

CARE OF:

STREET/BX:

MAIL CITY:

MAIL STATE/ZIP:

COUNTRY:

PHONE NUMBER:

STATUS: ACTIVE

PARTY: REPUBLICAN

REG DATE: 04/04/2013

PRECINCT: CLEVE10K.01

PRECINCT NAME: CLEVELAND -10-K

POLLING PLACE: WILLSON UNITED METHODIST CHURCH
9226 ST CLAIR AVENUE

SIGNATURE:

Donna M. Walker Brown

I hereby certify that the above document is a true and correct copy of the original filed at the Cuyahoga County Board of Elections.

VOTE

**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

Election Official:

Bruce E. Lawler

Title:

Manager CPS

Date:

1-17-24

Signature:

B. E. Lawler

24 JAN 17 PM 12:32

Ex. 1

VOTER INFORMATION REPORT

DONNA M WALKER BROWN

PRINTED ON: 1/17/2024

VOTER'S DISTRICT INVENTORY

<u>GROUP</u>	<u>NAME</u>	
ALL	COUNTY WIDE DISTRICT	DISTRITO A NIVEL DE CONDADO
CCD	COUNTY COUNCIL DISTRICT 10	Consejo del Condado Distrito 10
CONG	CONGRESSIONAL DISTRICT 11	DISTRITO DEL CONGRESO 11
COURT	8TH DISTRICT COURT OF APPEALS	8 ° Distrito Tribunal de Apelaciones
HSE	HOUSE DISTRICT 20	CÁMARA DE DISTRITO 20
JUD	CLEVELAND MUNICIPAL COURT DIST.	CLEVELAND DISTRITO DEL TRIBUNAL I
LIB	CLEVELAND LIBRARY DISTRICT	Distrito de la Biblioteca de CLEVELAND
MUN	CLEVELAND	Ciudad de Cleveland
PARK	METROPARKS DISTRICT	
PCTDT	CLEVELAND-10- K	
SBOE	STATE BOARD OF EDU DISTRICT 11	Junta Estatal de Educación Distrito 11
SCSD	CLEVELAND CSD -TAX ID # 1809	
SEN	STATE SENATE DISTRICT 23	DISTRITO DEL SENADO ESTATAL 23
WARD	CLEVELAND WARD 10	CLEVELAND Distrito 10

24 JAN 17 PM 12:32

VOTER INFORMATION REPORT

DONNA M WALKER BROWN

PRINTED ON: 1/17/2024

VOTER'S VOTING HISTORY

<u>DATE</u>	<u>TITLE</u>	<u>PRECINCT</u>	<u>PARTY</u>
11/7/23	November 7, 2023 General Election	CLEVELAND -10-K	
8/8/23	AUGUST 8, 2023 SPECIAL ELECTION	CLEVELAND -10-K	
8/2/22	AUGUST 2, 2022 PRIMARY ELECTION	CLEVELAND -10-K	REP
5/3/22	MAY 3, 2022 PRIMARY ELECTION	CLEVELAND -10-K	REP
11/2/21	November 2, 2021 General Election	CLEVELAND -10-K	
9/14/21	SEPTEMBER 14, 2021 PRIMARY ELECTION	CLEVELAND -10-K	NOPTY
8/3/21	AUGUST 3, 2021 SPECIAL CONGRESSIONAL PRIMARY EL	CLEVELAND -10-K	REP
11/3/20	November 3, 2020 Presidential General Election	CLEVELAND -10-K	
3/17/20	MARCH 17, 2020 PRIMARY ELECTION - EXTENDED	CLEVELAND -10-K	REP
11/5/19	November 5, 2019 General Election	CLEVELAND -10-K	
11/6/18	November 6, 2018 General Election	CLEVELAND -10-K	
5/8/18	MAY 8, 2018 PRIMARY ELECTION	CLEVELAND -10-K	REP
11/7/17	NOVEMBER 7, 2017 GENERAL ELECTION	CLEVELAND -10-K	
9/12/17	SEPTEMBER 12, 2017 PRIMARY ELECTION	CLEVELAND -10-K	NOPTY
11/8/16	NOVEMBER 8, 2016 PRESIDENTIAL GENERAL ELECTION	CLEVELAND -10-K	
3/15/16	MARCH 15, 2016 PRIMARY ELECTION	CLEVELAND -10-K	REP
11/3/15	NOVEMBER 3, 2015 GENERAL ELECTION	CLEVELAND -10-K	
11/4/14	NOVEMBER 4, 2014 GENERAL ELECTION	CLEVELAND -10-K	
11/5/13	NOVEMBER 5, 2013 GENERAL ELECTION	CLEVELAND -10-K	
9/10/13	SEPTEMBER 10, 2013 PRIMARY ELECTION	CLEVELAND -10-K	X
11/6/12	NOVEMBER 6, 2012 PRESIDENTIAL GENERAL ELECTION	CLEVELAND -08-F	
3/6/12	MARCH 6, 2012 PRIMARY ELECTION	CLEVELAND -08-F	REP
11/8/11	NOVEMBER 8, 2011 GENERAL ELECTION	CLEVELAND -08-F	
11/2/10	NOVEMBER 2, 2010 GENERAL ELECTION	CLEVELAND -08-F	
9/7/10	SEPTEMBER 7, 2010 PRIMARY ELECTION	CLEVELAND -08-F	DEM
11/3/09	NOVEMBER 3, 2009 GENERAL ELECTION	CLEVELAND -08-F	
9/8/09	SEPTEMBER 8, 2009 PRIMARY	CLEVELAND -08-F	X
11/4/08	2008_NOV_GENERAL	CLEVELAND -08-P	
10/14/08	OCTOBER 14, 2008 SPECIAL PRIMARY ELECTION	CLEVELAND -08-P	DEM
11/2/04	GENERAL_NOV_2004	CLEVELAND -05-C	

20 JAN 17 PM 12:52

VOTER INFORMATION REPORT

TERRENCE VINCENT UPCHURCH II

PRINTED ON: 1/16/2024

VOTER ID: 2356266
NAME: TERRENCE VINCENT UPCHURCH II
RESIDENCE: 827 E 149TH ST
CITY/STATE/ZIP: CLEVELAND, OH 44110

CARE OF:
STREET/BX:
MAIL CITY:
MAIL STATE/ZIP:
COUNTRY:

PHONE NUMBER:

STATUS: ACTIVE
PARTY: DEMOCRAT
REG DATE: 12/27/2023

PRECINCT: CLEVE10E.01
PRECINCT NAME: CLEVELAND -10-E

POLLING PLACE: EAST CLARK SCHOOL
885 EAST 146TH STREET

SIGNATURE:



I hereby certify that the above document is a true and correct copy of the original filed at the Cuyahoga County Board of Elections.



CUYAHOGA COUNTY
BOARD OF ELECTIONS

Election Official: Hasani Wheat

Title: Registration Manager

Date: January 16, 2024

Signature: Hasani Wheat

Ex. 2

Transaction Log - TERRENCE UPCHURCH

#	TRANS...	FIELD	BEFORE	AFTER	TRANS DATE	LOGIN	TRA...
1	6419039	BALLOT TYPE ID		0	12/28/2023 8:51:55 AM	BOE\bedl	UPD
2	6419039	BATCH		0	12/28/2023 8:51:55 AM	BOE\bedl	UPD
3	6419039	BT ID VOTED		0	12/28/2023 8:51:55 AM	BOE\bedl	UPD
4	6419039	CONSOLIDATION ID		0	12/28/2023 8:51:55 AM	BOE\bedl	UPD
5	6419039	CONSOLIDATION ID VOTED		0	12/28/2023 8:51:55 AM	BOE\bedl	UPD
6	6419039	ELECTION ID		0	12/28/2023 8:51:55 AM	BOE\bedl	UPD
7	6419039	ENVELOPE		0	12/28/2023 8:51:55 AM	BOE\bedl	UPD
8	6419039	GIS X		0	12/28/2023 8:51:55 AM	BOE\bedl	UPD
9	6419039	GIS Y		0	12/28/2023 8:51:55 AM	BOE\bedl	UPD
10	6419039	IMPORT CODE	2	3	12/28/2023 8:51:55 AM	BOE\bedl	UPD
11	6419039	IMPORT REASON	INCO	UNDEL	12/28/2023 8:51:55 AM	BOE\bedl	UPD
12	6419039	LAST TRANSACTION DATE	Dec 27 2023 10:26AM	Dec 28 2023 8:51AM	12/28/2023 8:51:55 AM	BOE\bedl	UPD
13	6419039	RECEIVE DATE	Dec 27 2023 10:23AM	Dec 27 2023 12:00AM	12/28/2023 8:51:55 AM	BOE\bedl	UPD
14	6419039	REGISTERED BY		0	12/28/2023 8:51:55 AM	BOE\bedl	UPD
15	6419039	STATE VOTER ID	OH0019964952		12/28/2023 8:51:55 AM	BOE\bedl	UPD
16	6418861	NEW RECORD			12/27/2023 10:26:06 AM	DXI	INS
17	6418861	STATE VOTER ID	OH0019964952		12/28/2023 8:49:30 AM	BOE\bedl	UPD

Terrence Upchurch Voter Transactions 1.16.24

#	TRANS ID	FIELD	BEFORE	AFTER	TRANS DATE
1	24843254	VNC GENERATED	GENERATED	YES	1/3/2024 10:54
2	24843254	VNC MAILED	MAIL DATE	1/3/2024	1/3/2024 10:54
3	24840637	LAST TRANS DATE	Dec 27 2023 1:21PM	Dec 28 2023 8:52AM	12/28/2023 8:52
4	24840563	BY MAIL		YES	12/27/2023 13:21
5	24840563	DELIVERY METHOD	INET	RD201	12/27/2023 13:21
6	24840563	HOUSE NUMBER	1118	827	12/27/2023 13:21
7	24840563	LAST TRANS DATE	Dec 21 2023 8:30AM	Dec 27 2023 1:21PM	12/27/2023 13:21
8	24840563	PRECINCT	CLEVE10H.01	CLEVE10E.01	12/27/2023 13:21
9	24840563	RECEIVE DATE	Dec 20 2023 12:00AM	Dec 27 2023 12:00AM	12/27/2023 13:21
10	24840563	REGISTRATION DATE	Dec 20 2023 12:00AM	Dec 27 2023 12:00AM	12/27/2023 13:21
11	24840563	SIGNATURE DATE	Dec 20 2023 12:00AM	Dec 27 2023 12:00AM	12/27/2023 13:21
12	24840563	SOURCE OF REGISTRATION	INET	626	12/27/2023 13:21
13	24840563	STREET	146TH	149TH	12/27/2023 13:21
14	24840563	STREET ID	56664	56702	12/27/2023 13:21
15	24840563	VNC		YES	12/27/2023 13:21
16	24840562	IMAGE ID NUMBER	5063095	5063712	12/27/2023 13:21

Voter ID: 2356266

Status:

Reason: 88 - CHANGE

Affidavit:

Imag: 5063707

DMV Lic: SY635389

SSN:

Auto Sig:

Name

Prefix:

First: TERRENCE

Middle: VINCENT

Last: UPCHURCH

Suffix: II

Birth Date: 10/17/1988

Residence

Standard Residence Address

House#: 827

Frac:

Dir:

Clear

Street: 149TH

Type:

Apt:

Post:

City: CLEVELAND

Zip: 44110

Prec: CLEVE10E.01

Manual

Mailing

Country:

CareOf:

Str/Bx:

City:

St:

Zip:

Clear

Delete

Apply Now

Ok

Cancel

Preferences/Traits

NVRA / Notices

Birth Plc:

Party:

Language:

Gender:

Occupati:

Race:

Source:

Delivery:

Reg By:

Notify County:

Notification Card:

Missing Information Mail:

Address Confirm Mail:

Contact Info Unlisted

Phone 1:

Phone 2:

Email:

Dates

Sig Date: Reg Date:

Recrd: Orig Reg:

Trans:

Delete

Apply Now

Ok

Cancel

Monthly Rental Agreement

THIS AGREEMENT is entered into this 23 day of December, 2023, by and between JERRAD STRONG, of 554 E 108th CLEVELAND OHIO 44108, hereinafter Lessor, and TERENCE UPCHONCH hereinafter Lessee.

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Lessee, said Lessor does hereby demise and let unto Lessee, and Lessee hires from Lessor those premises described as: the SECOND FLOOR located at 927 E 149th CLEVELAND OHIO 44110 for a tenancy from month-to-month commencing on the 23 day of DECEMBER, 2023, and at a monthly rental of FOUR HUNDRED 00/100 Dollars (\$ 400.00) per month, payable monthly in advance on the 5TH day of each and every month, on the following **TERMS AND CONDITIONS:**

1. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to JERRAD STRONG

2. Delivery of Payment. Rent will be paid _____ to JERRAD STRONG at 807 E 149th PICKUP IN PERSON

3. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of 50 FIFTY Dollars (\$ 50) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

4. Late Payments. For any rent payment not paid by the due date, Lessee will pay a late fee in the amount of 7.77 Dollars (\$ 50.00).

5. Prorated First Month. For the period from Lessee's move-in date, N/A, through the end of the month, Lessee will pay to Lessor a prorated monthly rent of 0 Dollars (\$ _____). This amount will be paid on or before the date the Lessee moves in.

6. Occupants. The said premises shall be occupied by no more than 3 Adult(s) and 0 Child(ren).

15. Assignment and Subletting. Lessee shall not assign this Agreement or sublet any portion of the premises without prior written consent of Lessor.

16. Utilities. Lessee shall be responsible for the payment of all utilities and services, except utilities, which shall be paid by Lessor.

17. Default. If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

18. Security Deposit. The security deposit in the amount of Four Hundred Dollars (\$ 400.00) shall secure the performance of Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned, without interest, to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent.

19. Right of Entry. Lessor reserves the right to enter the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Lessee hereby grants permission to Lessor to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, or contractors at reasonable hours of the day.

20. Deposit Refunds. The balance of all deposits shall be refunded within two (2) weeks from date possession is delivered to Lessor, together with a statement showing any charges made against such deposits by Lessor.

21. Termination. This Agreement and the tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than one full month's prior notice in writing.

22. Attorney's Fees. The prevailing party in an action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of the possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provision hereof, shall be awarded all of the costs in connection therewith, including, but not by way of limitation, reasonable attorney's fees.

23. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that they have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

(for use with all property built before 1978)

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure:

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

(c) Lessee has received copies of all information listed above.

(d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

7. Pets. (Select One)

Pets shall not be allowed without the prior written consent of the Lessor. Any Lessee who wishes to keep a pet in the rented unit must sign a separate Pet Agreement Addendum. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of _____ Dollars (\$ _____) to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease.

Pets are not allowed.

8. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents. Snow removal is the responsibility of the car owner.

Any tenant who wishes to rent a parking space or garage (if available) must sign a Parking Space or Garage Rental Agreement.

9. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises.

10. Repairs or Alterations. Lessee shall be responsible for damages caused by his negligence and that of his family or invitees and guests. Lessee shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of Lessor. All alterations, additions, or improvements made to the premises with the consent of Lessor shall become the property of Lessor and shall remain upon and be surrendered with the premises.

11. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

12. Keys. Lessee will be given 2 keys to the premises and _____ mailbox keys. If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Twenty _____ Dollars (\$ 20.00).

13. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

14. Upkeep of Premises. Lessee shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Lessor in as good condition as when received, ordinary wear and damage by the elements excepted.

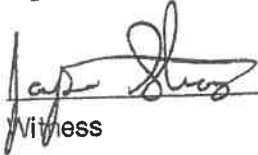
24. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have have not been found in buildings in the vicinity of _____.
Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. Lead Paint Disclosure. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

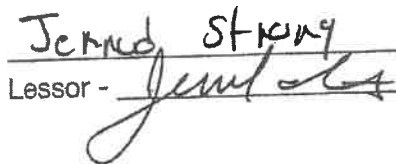
26. Additional Terms and Conditions:

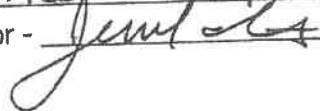
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

Signed in the presence of:



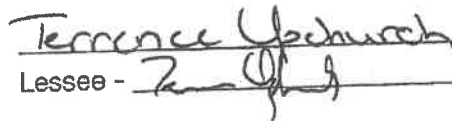
Witness

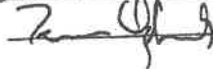


Lessor - 



Witness



Lessee - 

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided is true and accurate.

[Signature] 12/23/23 _____
(Lessee) Tenant signature Date (Lessee) Tenant signature Date

Terence Uchirch _____
(Lessee) Tenant name (Lessee) Tenant name

(Lessee) Tenant signature Date (Lessee) Tenant signature Date

(Lessee) Tenant name (Lessee) Tenant name

[Signature] _____ 12/23/23
(Lessor) Landlord or Landlord's Agent Signature Title (if applicable) Date

Terence Uchirch _____
(Lessor) Landlord or Landlord's Agent Name (for and on the behalf of, if applicable)

Agent/Intermediary (if applicable) (Name and Title) Date

Terrence Upchurch – State Representative District 20

Exhibit C

Upchurch Voter Registration and OH State House History

Terrence V Upchurch, VID 2356266, Voter Registration History & House District Information

Date Submitted	Date Processed	Address	Precinct at Time of Submission	Method of Submission	Revised 2/22/22 Ohio House District	Revised 9/29/23 Ohio House District
9/3/2008	9/3/2008	1426 Clearaire Rd Cleveland, OH 44110	CLEVE11H.01	Paper Registration	21	20
3/26/2022 11:09	3/28/2022 8:37	1052 Parkside Rd Cleveland, OH 44108	CLEVE09S.01	Online Registration	20	20
12/20/2023 10:01	12/21/2023 8:30	1118 E 146th St Cleveland, OH 44110	CLEVE10H.01	Online Registration	20	20
12/27/2023	12/27/2023	827 E 149th St Cleveland, OH 44110	CLEVE10E.01	Paper Registration	20	20
12/27/2023 10:26	N/A	827 E 149th St Cleveland, OH 44110	CLEVE10E.01	Online Registration - Not Processed (Duplicate)	20	20

1. Are you a U.S. citizen? Yes No
 2. Will you be at least 18 years of age on or before the next general election? Yes No
 If you answered NO to either of the questions, do not complete this form.

3. Last Name: Upchurch First Name: Terrence Middle Name or Initial: VINCENT Jr., II, etc.: III
 4. House Number and Street (Enter new address if changed): 1426 Clearcreek rd Apt. or Lot #: _____ 5. City or Post Office: Cleveland 6. Zip Code: 44110

7. Additional Rural or Mailing Address (if necessary): _____ 8. County where you live: Cuyahoga
 9. Birthdate (MO-DAY-YR) (required): 1988 10. Ohio driver's license No. OR last 4 digits of Social Security No. (required to be listed if you have one): _____ 11. Phone No. (voluntary): _____

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SEC4010 (Rev. 1/08)

12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION - Previous House Number and Street

Previous City or Post Office: _____ County: _____ State: _____

13. CHANGE OF NAME ONLY Former Legal Name: _____ Former Signature: _____

I declare under penalty of election falsification I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and I will be at least 18 years of age at the time of the general election.

14 Your Signature →
 Date 8 / 28 / 2008
 MO DAY YR



Cuyahoga County Board of Elections
2925 Euclid Avenue, Cleveland, Ohio 44115-2497

confirmation_num	Voter ID	Name	Birth Date	Residence Address	City State Zip	Date Entered	UPS
21822032800031781	2801379	PERRY, HENRY J	1952	7885 WALTON RD	WALTON HILLS OH 44146	03/28/2022	
21822032800031467	1805744	PERRY, SALLY LYNN	1953	7885 WALTON RD	WALTON HILLS OH 44146	03/28/2022	
21822032800028997	283780	ROCCOSALVA, JANICE T	1949	6700 LARCHMONT DR APT 307B	MAYFIELD HTS OH 44124	03/28/2022	
21822032800012083	82048	ROSEWICZ, SCOTT J	1958	17583 WILDWOOD LN	CLEVELAND OH 44119-2810	03/27/2022	
21822032800029885	2491249	SCHRIMPF, CLAIRE R	1993	1370 SLOANE AVE APT 315	LAKWOOD OH 44107	03/28/2022	
21822032800012084	2387902	SCHULTHEIS, ANDREA CHRISTII	1984	17337 BENNETT RD	NORTH ROYALTON OH 44133-6021	03/27/2022	
21822032800012073	2604419	SEIDEL, MARY H	1987	1995 HAMPTON RD	ROCKY RIVER OH 44118-2703	03/27/2022	
21822032800027080	919797	SLOMINSKI, PAUL L	1980	9299 COLUMBIA RD APT 108	OLMSTED FALLS OH 44138	03/28/2022	
21822032800008004	2708119	SORG, DENISE VAUGHN	1944	11407 E HUFFMAN RD APT 3	PARMA HEIGHTS OH 44130	03/28/2022	
21822032800014582	2180247	STARK, NADINE T	1959	10118 FIDELITY AVE	CLEVELAND OH 44111	03/28/2022	
21822032800012058	2889589	STRIBLING, LATOYA D	1997	5303 NORTHFIELD RD APT 502	BEDFORD HEIGHTS OH 44148-1116	03/27/2022	
21822032800009410	2737279	TENAGLIA, SYDNEY NICOLE	1985	5552 HILLTOP OVAL	PARMA OH 44134	03/28/2022	
21822032800000820	2358288	UPCHURCH, TERENCE VINCENT	1986	1052 PARKSIDE RD	CLEVELAND OH 44108	03/28/2022	
21822032800012057	2758434	VARGO, AMBER LYNN	1985	13782 OAK BROOK DR	NORTH ROYALTON OH 44133-4816	03/27/2022	
21822032800031798	2461088	WATTERS, DEBORAH L	1948	18730 FOXHALL LN	MIDDLEBURG HTS OH 44130	03/28/2022	
21822032800031811	2461084	WATTERS, GARY E	1948	18730 FOXHALL LN	MIDDLEBURG HTS OH 44130	03/28/2022	

Total INCO : 45

confirmation_num	Voter ID	Name	Birth Date	Residence Address	City State Zip	Date Entered	UPS
2182312210000886	2959109	TRUAX, TYLER A	1895	27515 REMINGTON CIR	WESTLAKE OH 44145	12/21/2023	
2182312200000820	2358286	UPCHURCH, TERENCE VINCENT	1888	1118 E 148TH ST	CLEVELAND OH 44110	12/20/2023	
21823122100001275	2422684	VILLANUEVA, MELENA J	1890	3124 W 84TH ST	CLEVELAND OH 44102-4906	12/20/2023	
21823122100001550	2860845	WATKINS, AARON	1893	5999 BEAR CREEK DR APT 409	BEDFORD HTS OH 44146	12/20/2023	
21823122100001545	2960819	WINGLER, STEVEN M	2002	6100 LAURENT DR APT 714	PARMA OH 44129-5865	12/20/2023	

Total INCO : 64

I am: Registering as an Ohio Voter / Registrarme para votar en Ohio Updating my address / Actualizar mi domicilio Updating my name / Actualizar mi nombre

1. Are you a U.S. Citizen? / ¿Es usted ciudadano de los EE.UU.? Yes / Sí No / No
 2. Will you be at least 18 years of age on or before the next general election? / ¿Tendrá usted al menos 18 años de edad el día de las próximas elecciones generales o antes? Yes / Sí No / No
 If you answered NO to either of the questions, do not complete this form. / Si respondió NO a cualquiera de las preguntas, no complete este formulario.

3. Last Name / Apellido: Upchurch
 First Name / Nombre: Lawrence
 Middle Name or Initial / Segundo Nombre o Inicial: _____
 Jr. II, etc.: _____

4. House Number and Street (Enter new address if changed) / Número de Casa y Calle (Escriba la nueva dirección si ha cambiado): 827 East 149th
 Apt. or Lot # / Apt. o No. de Parcela: _____
 5. City or Post Office / Ciudad o Oficina de Correos: Cleveland
 6. ZIP Code / Código Postal: 44110

7. Additional Mailing Address (if necessary) / Dirección Postal Adicional (si es necesario): _____
 8. County (where you live) / Condado (donde): _____

9. Birthdate (MM-DD-YYYY) (required) / Fecha de Nacimiento (MES/DÍA/AÑO) (obligatorio): _____ 1988

10. Ohio driver's license number, state ID card number, OR last four digits of Social Security number (one form of ID required to be listed or provided) / Número de la licencia de conducir de Ohio, número de la tarjeta de identificación estatal o los últimos cuatro dígitos del número de Seguridad Social (es necesario indicar o facilitar una forma de identificación): _____

11. Phone Number (voluntary) / No. Tfn. (voluntaria): _____

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 SEC 010 Rev. 2/2/23
 City, Village, Twp.
 Ward
 Precinct
 School Dist.
 Cong. Dist.
 Senate Dist.
 House Dist.

12. PREVIOUS ADDRESS IF UPDATING CURRENT REGISTRATION - Previous House Number and Street / DOMICILIO ANTERIOR SI ESTÁ ACTUALIZANDO EL REGISTRO ACTUAL - Número de Casa y Calle Anterior
 Previous City or Post Office / Ciudad o Oficina de Correos: _____
 Previous County / Condado Anterior: _____
 Previous State / Estado Anterior: _____

13. CHANGE OF NAME ONLY Former Legal Name / SOLO CAMBIO DE NOMBRE - Nombre Legal Anterior: _____
 Former Signature / Firma Anterior: _____

14. I declare under penalty of election law that I am a citizen of the United States, will have lived in this state for 30 days immediately preceding the next election, and will be at least 18 years of age at the time of the general election. / Declaro, bajo pena de ley electoral, que soy ciudadano de los Estados Unidos, que habré vivido en este estado durante al menos los 30 días previos a las elecciones generales y que tendré al menos 18 años de edad en el momento de las elecciones generales.

YOUR Signature / Su Firma: _____
 Date (MM/DD/YYYY) / Fecha (MES/DÍA/AÑO): 12, 27, 2023

23 DEC 27 PM 1:10

BOE1010_03.09.23

#	TRANS...	FIELD	BEFORE	AFTER	TRANS DATE	LOGIN	TRA...
1	6419039	ENVELOPE		0	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
2	6419039	STATE VOTER ID	OH0019964952		12/28/2023 8:51:55 AM	BOE\bedlj	UPD
3	6419039	BATCH		0	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
4	6419039	BT ID VOTED		0	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
5	6419039	LAST TRANSACTION DATE	Dec 27 2023 10:26AM	Dec 28 2023 8:51AM	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
6	6419039	ELECTION ID		0	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
7	6419039	CONSOLIDATION ID		0	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
8	6419039	IMPORT CODE	2	3	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
9	6419039	BALLOT TYPE ID		0	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
10	6419039	CONSOLIDATION ID VOTED		0	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
11	6419039	GIS X		0	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
12	6419039	RECEIVE DATE	Dec 27 2023 10:23AM	Dec 27 2023 12:00AM	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
13	6419039	REGISTERED BY		0	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
14	6419039	IMPORT REASON	INCO	UNDEL	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
15	6419039	GIS Y		0	12/28/2023 8:51:55 AM	BOE\bedlj	UPD
16	6418861	STATE VOTER ID	OH0019964952		12/28/2023 8:49:30 AM	BOE\bedlj	UPD
17	6418861	NEW RECORD			12/27/2023 10:26:06 AM	DXI	INS

Apply to Voter Table

Import Type: INET

Updates to be Made (Check all that you want to apply)

			Processed	Skipped
2) In County Move	<input checked="" type="checkbox"/>	88 - CHANGE	59	1
9) Incoming Voter	<input checked="" type="checkbox"/>		19	0

Transaction Date: 12/28/2023

APPLY Transactions?

Update Reg/Sig Dates?

Received Date: 12/28/2023

Bypass Reason

Apply

Cancel

Terrence Upchurch – State Representative District 20

Exhibit D

Ohio Constitution Article II, Section 3 |
Residence requirements for state legislators

Article II, Section 3 | Residence requirements for state legislators

Ohio Constitution / Article II Legislative

Effective: 1967

Senators and representatives shall have resided in their respective districts one year next preceding their election, unless they shall have been absent on the public business of the United States, or of this State.

Terrance Upchurch – State Representative District 20

Exhibit E

Ohio Constitution Article XV, Section 4 |
Officers to be qualified electors

Article XV, Section 4 | Officers to be qualified electors.

Ohio Constitution / Article XV Miscellaneous

Effective: 1953

No person shall be elected or appointed to any office in this state unless possessed of the qualifications of an elector.

Terrence Upchurch – State Representative District 20

Exhibit F

Ohio Revised Code Section 3.15
Residency requirements for public officials.



Ohio Revised Code

Section 3.15 Residency requirements for public officials.

Effective: October 5, 2000

Legislation: House Bill 711 - 123rd General Assembly

(A) Except as otherwise provided in division (B) of this section, at all times during one's term of office:

(1) Each member of the general assembly and each elected voting member of the state board of education shall be a resident of the district the member represents.

(2) Each judge and each elected officer of a court shall be a resident of the territory of that court.

(3) Each person holding an elective office of a political subdivision shall be a resident of that political subdivision.

(4) Each member of a municipal legislative authority who represents a ward shall be a resident of the ward the member represents, and each member of a board of education of a city school district who represents a subdistrict shall be a resident of the subdistrict the member represents.

(B) Any person who fails to meet any of the requirements of division (A) of this section that apply to the person shall forfeit the office. Division (A) of this section applies to persons who have been either elected or appointed to an elective office. Division (A) of this section does not apply to a member of the general assembly or the state board of education, to a member of a municipal legislative authority who represents a ward, or to a member of a board of education of a city school district who represents a subdistrict, during the remainder of the member's existing term of office after there is a change in the member's district's, ward's, or subdistrict's boundaries that leaves the member's permanent residence outside the district, ward, or subdistrict.

Terrence Upchurch – State Representative District 20

Exhibit G

Ohio Revised Code Section 3501.39
Grounds for rejection of petition or declaration of
candidacy



Ohio Revised Code

Section 3501.39 Grounds for rejection of petition or declaration of candidacy.

Effective: April 6, 2017

Legislation: House Bill 463 - 131st General Assembly

(A) The secretary of state or a board of elections shall accept any petition described in section 3501.38 of the Revised Code unless one of the following occurs:

(1) A written protest against the petition or candidacy, naming specific objections, is filed, a hearing is held, and a determination is made by the election officials with whom the protest is filed that the petition is invalid, in accordance with any section of the Revised Code providing a protest procedure.

(2) A written protest against the petition or candidacy, naming specific objections, is filed, a hearing is held, and a determination is made by the election officials with whom the protest is filed that the petition violates any requirement established by law.

(3) In the case of an initiative petition received by the board of elections, the petition falls outside the scope of authority to enact via initiative or does not satisfy the statutory prerequisites to place the issue on the ballot, as described in division (M) of section 3501.38 of the Revised Code. The petition shall be invalid if any portion of the petition is not within the initiative power.

(4) The candidate's candidacy or the petition violates the requirements of this chapter, Chapter 3513. of the Revised Code, or any other requirements established by law.

(B) Except as otherwise provided in division (C) of this section or section 3513.052 of the Revised Code, a board of elections shall not invalidate any declaration of candidacy or nominating petition under division (A) (4) of this section after the sixtieth day prior to the election at which the candidate seeks nomination to office, if the candidate filed a declaration of candidacy, or election to office, if the candidate filed a nominating petition.

(C)(1) If a petition is filed for the nomination or election of a candidate in a charter municipal corporation with a filing deadline that occurs after the ninetieth day before the day of the election, a board of elections may invalidate the petition within fifteen days after the date of that filing deadline.



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COMMISSION
DOCUMENT #261962

(2) If a petition for the nomination or election of a candidate is invalidated under division (C)(1) of this section, that person's name shall not appear on the ballots for any office for which the person's petition has been invalidated. If the ballots have already been prepared, the board of elections shall remove the name of that person from the ballots to the extent practicable in the time remaining before the election. If the name is not removed from the ballots before the day of the election, the votes for that person are void and shall not be counted.

Terrence Upchurch – State Representative District 20

Exhibit H

Ohio Revised Code Section 3513.041

Write-in votes



Ohio Revised Code Section 3513.041 Write-in votes.

Effective: July 2, 2010

Legislation: House Bill 48 - 128th General Assembly

A write-in space shall be provided on the ballot for every office, except in an election for which the board of elections has received no valid declarations of intent to be a write-in candidate under this section. Write-in votes shall not be counted for any candidate who has not filed a declaration of intent to be a write-in candidate pursuant to this section. A qualified person who has filed a declaration of intent may receive write-in votes at either a primary or general election. Any candidate shall file a declaration of intent to be a write-in candidate before four p.m. of the seventy-second day preceding the election at which such candidacy is to be considered. If the election is to be determined by electors of a county or a district or subdivision within the county, such declaration shall be filed with the board of elections of that county. If the election is to be determined by electors of a subdivision located in more than one county, such declaration shall be filed with the board of elections of the county in which the major portion of the population of such subdivision is located. If the election is to be determined by electors of a district comprised of more than one county but less than all of the counties of the state, such declaration shall be filed with the board of elections of the most populous county in such district. Any candidate for an office to be voted upon by electors throughout the entire state shall file a declaration of intent to be a write-in candidate with the secretary of state before four p.m. of the seventy-second day preceding the election at which such candidacy is to be considered. In addition, candidates for president and vice-president of the United States shall also file with the secretary of state by that seventy-second day a slate of presidential electors sufficient in number to satisfy the requirements of the United States constitution.

A board of elections shall not accept for filing the declaration of intent to be a write-in candidate of a person seeking to become a candidate if that person, for the same election, has already filed a declaration of candidacy, a declaration of intent to be a write-in candidate, or a nominating petition, or has become a candidate through party nomination at a primary election or by the filling of a vacancy under section 3513.30 or 3513.31 of the Revised Code, for any federal, state, or county office, if the declaration of intent to be a write-in candidate is for a state or county office, or for any municipal or township office, for member of a city, local, or exempted village board of education,



or for member of a governing board of an educational service center, if the declaration of intent to be a write-in candidate is for a municipal or township office, or for member of a city, local, or exempted village board of education, or for member of a governing board of an educational service center.

No person shall file a declaration of intent to be a write-in candidate for the office of governor unless the declaration also shows the intent of another person to be a write-in candidate for the office of lieutenant governor. No person shall file a declaration of intent to be a write-in candidate for the office of lieutenant governor unless the declaration also shows the intent of another person to be a write-in candidate for the office of governor. No person shall file a declaration of intent to be a write-in candidate for the office of governor or lieutenant governor if the person has previously filed a declaration of intent to be a write-in candidate to the office of governor or lieutenant governor at the same primary or general election. A write-in vote for the two candidates who file such a declaration shall be counted as a vote for them as joint candidates for the offices of governor and lieutenant governor.

The secretary of state shall not accept for filing the declaration of intent to be a write-in candidate of a person for the office of governor unless the declaration also shows the intent of another person to be a write-in candidate for the office of lieutenant governor, shall not accept for filing the declaration of intent to be a write-in candidate of a person for the office of lieutenant governor unless the declaration also shows the intent of another person to be a write-in candidate for the office of governor, and shall not accept for filing the declaration of intent to be a write-in candidate of a person to the office of governor or lieutenant governor if that person, for the same election, has already filed a declaration of candidacy, a declaration of intent to be a write-in candidate, or a nominating petition, or has become a candidate through party nomination at a primary election or by the filling of a vacancy under section 3513.30 or 3513.31 of the Revised Code, for any other state office or any federal or county office.

Protests against the candidacy of any person filing a declaration of intent to be a write-in candidate may be filed by any qualified elector who is eligible to vote in the election at which the candidacy is to be considered. The protest shall be in writing and shall be filed not later than four p.m. of the sixty-seventh day before the day of the election. The protest shall be filed with the board of elections with which the declaration of intent to be a write-in candidate was filed. Upon the filing of the



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DOCUMENT #237585

protest, the board with which it is filed shall promptly fix the time for hearing it and shall proceed in regard to the hearing in the same manner as for hearings set for protests filed under section 3513.05 of the Revised Code. At the time fixed, the board shall hear the protest and determine the validity or invalidity of the declaration of intent to be a write-in candidate. If the board finds that the candidate is not an elector of the state, district, county, or political subdivision in which the candidate seeks election to office or has not fully complied with the requirements of Title XXXV of the Revised Code in regard to the candidate's candidacy, the candidate's declaration of intent to be a write-in candidate shall be determined to be invalid and shall be rejected; otherwise, it shall be determined to be valid. The determination of the board is final.

The secretary of state shall prescribe the form of the declaration of intent to be a write-in candidate.

Terrence Upchurch – State Representative District 20

Exhibit I

Ohio Revised Code Section 3513.05
Deadline for filing declaration of candidacy



Ohio Revised Code

Section 3513.05 Deadline for filing declaration of candidacy.

Effective: February 5, 2014

Legislation: Senate Bill 193 - 130th General Assembly

Each person desiring to become a candidate for a party nomination at a primary election or for election to an office or position to be voted for at a primary election, except persons desiring to become joint candidates for the offices of governor and lieutenant governor and except as otherwise provided in section 3513.051 of the Revised Code, shall, not later than four p.m. of the ninetieth day before the day of the primary election, file a declaration of candidacy and petition and pay the fees required under divisions (A) and (B) of section 3513.10 of the Revised Code. The declaration of candidacy and all separate petition papers shall be filed at the same time as one instrument.

When the offices are to be voted for at a primary election, persons desiring to become joint candidates for the offices of governor and lieutenant governor shall, not later than four p.m. of the ninetieth day before the day of the primary election, comply with section 3513.04 of the Revised Code. The prospective joint candidates' declaration of candidacy and all separate petition papers of candidacies shall be filed at the same time as one instrument. The secretary of state or a board of elections shall not accept for filing a declaration of candidacy and petition of a person seeking to become a candidate if that person, for the same election, has already filed a declaration of candidacy or a declaration of intent to be a write-in candidate, or has become a candidate by the filling of a vacancy under section 3513.30 of the Revised Code for any federal, state, or county office, if the declaration of candidacy is for a state or county office, or for any municipal or township office, if the declaration of candidacy is for a municipal or township office.

If the declaration of candidacy declares a candidacy which is to be submitted to electors throughout the entire state, the petition, including a petition for joint candidates for the offices of governor and lieutenant governor, shall be signed by at least one thousand qualified electors who are members of the same political party as the candidate or joint candidates, and the declaration of candidacy and petition shall be filed with the secretary of state; provided that the secretary of state shall not accept or file any such petition appearing on its face to contain signatures of more than three thousand electors.

Except as otherwise provided in this paragraph, if the declaration of candidacy is of one that is to be



submitted only to electors within a district, political subdivision, or portion thereof, the petition shall be signed by not less than fifty qualified electors who are members of the same political party as the political party of which the candidate is a member. If the declaration of candidacy is for party nomination as a candidate for member of the legislative authority of a municipal corporation elected by ward, the petition shall be signed by not less than twenty-five qualified electors who are members of the political party of which the candidate is a member.

No such petition, except the petition for a candidacy that is to be submitted to electors throughout the entire state, shall be accepted for filing if it appears to contain on its face signatures of more than three times the minimum number of signatures. When a petition of a candidate has been accepted for filing by a board of elections, the petition shall not be deemed invalid if, upon verification of signatures contained in the petition, the board of elections finds the number of signatures accepted exceeds three times the minimum number of signatures required. A board of elections may discontinue verifying signatures on petitions when the number of verified signatures equals the minimum required number of qualified signatures.

If the declaration of candidacy declares a candidacy for party nomination or for election as a candidate of a minor party, the minimum number of signatures on such petition is one-half the minimum number provided in this section, except that, when the candidacy is one for election as a member of the state central committee or the county central committee of a political party, the minimum number shall be the same for a minor party as for a major party.

If a declaration of candidacy is one for election as a member of the state central committee or the county central committee of a political party, the petition shall be signed by five qualified electors of the district, county, ward, township, or precinct within which electors may vote for such candidate. The electors signing such petition shall be members of the same political party as the political party of which the candidate is a member.

For purposes of signing or circulating a petition of candidacy for party nomination or election, an elector is considered to be a member of a political party if the elector voted in that party's primary election within the preceding two calendar years, or if the elector did not vote in any other party's primary election within the preceding two calendar years.



If the declaration of candidacy is of one that is to be submitted only to electors within a county, or within a district or subdivision or part thereof smaller than a county, the petition shall be filed with the board of elections of the county. If the declaration of candidacy is of one that is to be submitted only to electors of a district or subdivision or part thereof that is situated in more than one county, the petition shall be filed with the board of elections of the county within which the major portion of the population thereof, as ascertained by the next preceding federal census, is located.

A petition shall consist of separate petition papers, each of which shall contain signatures of electors of only one county. Petitions or separate petition papers containing signatures of electors of more than one county shall not thereby be declared invalid. In case petitions or separate petition papers containing signatures of electors of more than one county are filed, the board shall determine the county from which the majority of signatures came, and only signatures from such county shall be counted. Signatures from any other county shall be invalid.

Each separate petition paper shall be circulated by one person only, who shall be the candidate or a joint candidate or a member of the same political party as the candidate or joint candidates, and each separate petition paper shall be governed by the rules set forth in section 3501.38 of the Revised Code.

The secretary of state shall promptly transmit to each board such separate petition papers of each petition accompanying a declaration of candidacy filed with the secretary of state as purport to contain signatures of electors of the county of such board. The board of the most populous county of a district shall promptly transmit to each board within such district such separate petition papers of each petition accompanying a declaration of candidacy filed with it as purport to contain signatures of electors of the county of each such board. The board of a county within which the major portion of the population of a subdivision, situated in more than one county, is located, shall promptly transmit to the board of each other county within which a portion of such subdivision is located such separate petition papers of each petition accompanying a declaration of candidacy filed with it as purport to contain signatures of electors of the portion of such subdivision in the county of each such board.

All petition papers so transmitted to a board and all petitions accompanying declarations of candidacy filed with a board shall, under proper regulations, be open to public inspection until four



p.m. of the eightieth day before the day of the next primary election. Each board shall, not later than the seventy-eighth day before the day of that primary election, examine and determine the validity or invalidity of the signatures on the petition papers so transmitted to or filed with it and shall return to the secretary of state all petition papers transmitted to it by the secretary of state, together with its certification of its determination as to the validity or invalidity of signatures thereon, and shall return to each other board all petition papers transmitted to it by such board, together with its certification of its determination as to the validity or invalidity of the signatures thereon. All other matters affecting the validity or invalidity of such petition papers shall be determined by the secretary of state or the board with whom such petition papers were filed.

Protests against the candidacy of any person filing a declaration of candidacy for party nomination or for election to an office or position, as provided in this section, may be filed by any qualified elector who is a member of the same political party as the candidate and who is eligible to vote at the primary election for the candidate whose declaration of candidacy the elector objects to, or by the controlling committee of that political party. The protest shall be in writing, and shall be filed not later than four p.m. of the seventy-fourth day before the day of the primary election. The protest shall be filed with the election officials with whom the declaration of candidacy and petition was filed. Upon the filing of the protest, the election officials with whom it is filed shall promptly fix the time for hearing it, and shall forthwith mail notice of the filing of the protest and the time fixed for hearing to the person whose candidacy is so protested. They shall also forthwith mail notice of the time fixed for such hearing to the person who filed the protest. At the time fixed, such election officials shall hear the protest and determine the validity or invalidity of the declaration of candidacy and petition. If they find that such candidate is not an elector of the state, district, county, or political subdivision in which the candidate seeks a party nomination or election to an office or position, or has not fully complied with this chapter, the candidate's declaration of candidacy and petition shall be determined to be invalid and shall be rejected; otherwise, it shall be determined to be valid. That determination shall be final.

A protest against the candidacy of any persons filing a declaration of candidacy for joint party nomination to the offices of governor and lieutenant governor shall be filed, heard, and determined in the same manner as a protest against the candidacy of any person filing a declaration of candidacy singly.



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The secretary of state shall, on the seventieth day before the day of a primary election, certify to each board in the state the forms of the official ballots to be used at the primary election, together with the names of the candidates to be printed on the ballots whose nomination or election is to be determined by electors throughout the entire state and who filed valid declarations of candidacy and petitions.

The board of the most populous county in a district comprised of more than one county but less than all of the counties of the state shall, on the seventieth day before the day of a primary election, certify to the board of each county in the district the names of the candidates to be printed on the official ballots to be used at the primary election, whose nomination or election is to be determined only by electors within the district and who filed valid declarations of candidacy and petitions.

The board of a county within which the major portion of the population of a subdivision smaller than the county and situated in more than one county is located shall, on the seventieth day before the day of a primary election, certify to the board of each county in which a portion of that subdivision is located the names of the candidates to be printed on the official ballots to be used at the primary election, whose nomination or election is to be determined only by electors within that subdivision and who filed valid declarations of candidacy and petitions.

Terrence Upchurch – State Representative District 20

Exhibit J

Ohio Revised Code Section 3513.19

Challenges at primary elections



Ohio Revised Code

Section 3513.19 Challenges at primary elections.

Effective: February 25, 2014

Legislation: Senate Bill 109 - 130th General Assembly

(A) It is the duty of any precinct election official, whenever any such official doubts that a person attempting to vote at a primary election is legally entitled to vote at that election, to challenge the right of that person to vote. The right of a person to vote at a primary election may be challenged upon the following grounds:

- (1) That the person whose right to vote is challenged is not a legally qualified elector;
- (2) That the person has received or has been promised some valuable reward or consideration for the person's vote;
- (3) That the person is not affiliated with or is not a member of the political party whose ballot the person desires to vote. Such party affiliation shall be determined by examining the elector's voting record for the current year and the immediately preceding two calendar years as shown on the voter's registration card, using the standards of affiliation specified in the seventh paragraph of section 3513.05 of the Revised Code. Division (A)(3) of this section and the seventh paragraph of section 3513.05 of the Revised Code do not prohibit a person who holds an elective office for which candidates are nominated at a party primary election from doing any of the following:
 - (a) If the person voted as a member of a different political party at any primary election within the current year and the immediately preceding two calendar years, being a candidate for nomination at a party primary held during the times specified in division (C)(2) of section 3513.191 of the Revised Code provided that the person complies with the requirements of that section;
 - (b) Circulating the person's own petition of candidacy for party nomination in the primary election.

(B) When the right of a person to vote is challenged upon the ground set forth in division (A)(3) of this section, membership in or political affiliation with a political party shall be determined by the person's statement, made under penalty of election falsification, that the person desires to be



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·affiliated with and supports the principles of the political party whose primary ballot the person desires to vote.

Terrence Upchurch – State Representative District 20

Exhibit K

Zukowski v. Brunner, 1210-Ohio-1652, 125 Ohio St 3d 53

[Cite as *Zukowski v. Brunner*, 125 Ohio St.3d 53, 2010-Ohio-1652.]

ZUKOWSKI v. BRUNNER, SECY. OF STATE.

[Cite as *Zukowski v. Brunner*, 125 Ohio St.3d 53, 2010-Ohio-1652.]

Elections — Request for removal of candidates from ballot denied on basis of deficiencies in complaint and lack of evidence — Nonmember of party lacks standing to protest another’s candidacy for party’s nomination.

(No. 2010-0499 — Submitted April 12, 2010 — Decided April 14, 2010.)

ON EXPEDITED ELECTION COMPLAINT.

Per Curiam.

{¶ 1} This is an expedited election action for an unspecified writ to compel respondent, Secretary of State Jennifer Brunner, to remove the names of several candidates from the May 4, 2010 primary-election ballot. Because relator does not specify the writ he requests and he is not entitled to the relief he seeks, we deny the requested relief.

Facts

{¶ 2} Relator, Andrew G. Zukowski, is a Republican Party candidate for United States House of Representatives from the Twelfth Congressional District of Ohio. On March 1, 2010, Zukowski filed written protests with the office of the secretary of state against the following candidates for statewide office: John Kasich, candidate for the Republican Party nomination for governor; John Husted, candidate for the Republican Party nomination for secretary of state; Mike DeWine, candidate for the Republican Party nomination for attorney general; Richard Cordray, candidate for the Democratic Party nomination for attorney general; and Jennifer Brunner, candidate for the Democratic Party nomination for United States senator from Ohio. On that same date, Zukowski filed written protests with the Franklin County Board of Elections against the board’s

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certification of Susan Brown as a candidate for judge of the Franklin County Court of Appeals and Patrick J. Tiberi as a candidate for the United States House of Representatives from the Twelfth Congressional District of Ohio.

{¶ 3} After the board of elections denied Zukowski's protests against Brown and Tiberi, he requested that the General Assembly remove the board's director, and he filed an "appeal" from the board's decision with the secretary of state. On March 9, the secretary of state denied Zukowski's protest against the five statewide candidates. Evidently, the secretary of state also denied his attempted appeal of the board's decisions denying his protests and his request to remove the board's director.

{¶ 4} On March 18, Zukowski filed this expedited election action as a complaint "for expedait election cases." (Sic.) He titled it as an "appeal" from the board of elections and requested the removal of Kasich, Husted, DeWine, Cordray, Brunner, Brown, and Tiberi from the primary-election ballot. The secretary of state submitted an answer, and the parties filed briefs pursuant to S.Ct.Prac.R. 10.9.

{¶ 5} This cause is now before the court for our consideration of the merits.

Legal Analysis

{¶ 6} In this expedited election case, Zukowski seeks the removal of seven candidates from the May 4, 2010 primary election and the removal of the director of the Franklin County Board of Elections from his office. For the following reasons, we deny the requested relief.

{¶ 7} First, Zukowski does not state the writ he requests, and his complaint is not supported by an affidavit specifying the details of his claim, as required by S.Ct.Prac.R. 10.4(B) ("All complaints shall contain a specific statement of facts upon which the claim for relief is based, shall be supported by an affidavit specifying the details of the claim, and may be accompanied by a

memorandum in support of the writ. * * * All relief sought, including the issuance of an alternative writ, shall be set forth in the complaint”). See *State ex rel. Becker v. Eastlake* (2001), 93 Ohio St.3d 502, 504, 756 N.E.2d 1228 (amended complaint in expedited election case was fatally defective and subject to dismissal because it contained no affidavit). In fact, even in his merit briefs, Zukowski fails to specify which, if any, writ he is requesting.

{¶ 8} Second, Zukowski’s claims are not supported by sufficient, admissible evidence. See S.Ct.Prac.R. 10.7. Nor was he permitted to introduce evidence after the deadline imposed by S.Ct.Prac.R. 10.9 as he attempted, by attaching a partial transcript of a proceeding before the board of elections to his reply brief. Although we exercise some liberality in the construction of our rules, Zukowski’s failure to comply with S.Ct.Prac.R. 10.4(B), 10.7, and 10.9 is tantamount to a substantial disregard of them, which will not be tolerated. See *Wellington v. Mahoning Cty. Bd. of Elections*, 117 Ohio St.3d 143, 2008-Ohio-554, 882 N.E.2d 420, ¶ 18; *Drake v. Bucher* (1966), 5 Ohio St.2d 37, 40, 34 O.O.2d 53, 213 N.E.2d 182. The mere fact that Zukowski is proceeding pro se does not entitle him to ignore these requirements. See *State ex rel. Leon v. Cuyahoga Cty. Court of Common Pleas*, 123 Ohio St.3d 124, 2009-Ohio-4688, 914 N.E.2d 402, ¶ 1; see also *State ex rel. Fuller v. Mengel*, 100 Ohio St.3d 352, 2003-Ohio-6448, 800 N.E.2d 25, ¶ 10, quoting *Sabouri v. Ohio Dept. of Job & Family Servs.* (2001), 145 Ohio App.3d 651, 654, 763 N.E.2d 1238 (“ ‘pro se litigants * * * are held to the same standard as litigants who are represented by counsel’ ”).

{¶ 9} Third, the secretary of state neither abused her discretion nor clearly disregarded applicable law by denying Zukowski’s protests against Democratic candidates Cordray and Brunner, because as a Republican, Zukowski lacked standing to protest their candidacies. See R.C. 3513.05 (“Protests against the candidacy of any person filing a declaration of candidacy for party nomination

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or for election to an office or position, as provided in this section, may be filed by any qualified elector who is a member of the same political party as the candidate and who is eligible to vote at the primary election for the candidate whose declaration of candidacy the elector objects to * * *”).

{¶ 10} Fourth, the secretary of state neither abused her discretion nor clearly disregarded applicable law in denying his protest against the candidacies of Republicans Kasich, Husted, and DeWine. Zukowski failed to specify viable reasons to prevent their candidacies. See R.C. 3501.39(A)(1) and 3513.05.

{¶ 11} Fifth, the secretary of state did not err in refusing Zukowski’s appeal of the board’s denial of his protests against the candidacies of Brown and Tiberi. Zukowski cites no authority for an appeal. For example, there is no indication of any tie vote or disagreement by the board of elections in denying Zukowski’s protest, which would have warranted submission of the matter by the board of elections to the secretary of state under R.C. 3501.11(X). Zukowski also did not name the board of elections as a respondent in this case, and the board correctly determined that the term limits of Section 8, Article V of the Ohio Constitution are inapplicable to Brown because she is not a candidate for either the United States Senate or the United States House of Representatives and are inapplicable to Tiberi because the term limits cannot be constitutionally applied to him. See, e.g., *U.S. Term Limits, Inc. v. Thornton* (1995), 514 U.S. 779, 115 S.Ct. 1842, 131 L.Ed.2d 881; see also *Cook v. Gralike* (2001), 531 U.S. 510, 513, 121 S.Ct.1029, 149 L.Ed.2d 44.

{¶ 12} Finally, Zukowski did not request the removal of the director of the board of elections in his complaint, S.Ct.Prac.R. 10.4(B), and he did not submit sufficient evidence to support his claim. S.Ct.Prac.R. 10.7; see also R.C. 3501.16 (“The secretary of state may summarily remove or suspend any member of a board of elections, or the director, deputy director, or any other employee of the board, for neglect of duty, malfeasance, misfeasance, or nonfeasance in office, for

January Term, 2010

any willful violation of Title XXXV of the Revised Code, or for any other good and sufficient cause”).

Conclusion

{¶ 13} Therefore, because Zukowski has not established his entitlement to the requested relief, we deny his request.

Relief denied.

PFEIFER, ACTING C.J., and LUNDBERG STRATTON, O’CONNOR, O’DONNELL, LANZINGER, and CUPP, JJ., concur.

The late CHIEF JUSTICE THOMAS J. MOYER did not participate in the decision in this case.

Andrew G. Zukowski, pro se.

Richard Cordray, Attorney General, and Aaron D. Epstein and Pearl M. Chin, Assistant Attorneys General, for respondent.

Terrence Upchurch – State Representative District 20

Exhibit L

Greulich v. Monnin, 142 Ohio St 113 (1943)

[Cite as *Young v. Zukowski*, 2010-Ohio-3491.]

STATE OF OHIO)
)ss:
COUNTY OF SUMMIT)

IN THE COURT OF APPEALS
NINTH JUDICIAL DISTRICT

SHELLEY L. YOUNG, et al.

C.A. No. 25146

Appellants

v.

DANIEL J. ZUKOWSKI

APPEAL FROM JUDGMENT
ENTERED IN THE
COURT OF COMMON PLEAS
COUNTY OF SUMMIT, OHIO
CASE No. CV 2009 03 1828

Appellee

DECISION AND JOURNAL ENTRY

Dated: July 28, 2010

WHITMORE, Judge.

{¶1} Plaintiff-Appellants, Shelley and Chad Young (collectively “the Youngs”), appeal from the judgment of the Summit County Court of Common Pleas, granting summary judgment in favor of Defendant-Appellee, Daniel Zukowski. This Court affirms.

I

{¶2} On March 2, 2007, Shelley Young and her son were involved in an automobile collision with Zukowski. Shelley and her son suffered several injuries, but ultimately failed to obtain compensation through Zukowski’s insurance company. On March 6, 2009, the Youngs and their son filed a complaint against Zukowski based on negligence and loss of consortium. Zukowski filed a motion for summary judgment, arguing that the Youngs’ claims were time-barred. The Youngs filed a memorandum in opposition. On December 8, 2009, the trial court

granted Zukowski's motion for summary judgment as to Shelley Young's negligence claim and Chad Young's claim for loss of consortium.¹

{¶3} The Youngs now appeal from the trial court's judgment and raise five assignments of error for our review. We consolidate and rearrange several of the assignments of error.

II

Assignment of Error Number One

"THE TRIAL COURT ERRONEOUSLY DETERMINED THAT THE PORTION OF YOUNGS' LAWYER'S AFFIDAVIT CONTAINING ADMISSIONS AGAINST INTEREST MADE BY ZUKOWSKI WERE HEARSAY."

Assignment of Error Number Two

"WHEN SHELLEY L. YOUNG, INJURED IN A MOTOR VEHICLE COLLISION CAUSED BY ZUKOWSKI ON MARCH 2, 2007, FILED HER COMPLAINT ON MARCH 6, 2009, IT IS ERROR FOR THE TRIAL COURT TO GRANT ZUKOWSKI'S MOTION FOR SUMMARY JUDGMENT UNDER THE FACTS AND CIRCUMSTANCES OF THIS CASE."

Assignment of Error Number Three

"WHEN SHELLY (sic) L. YOUNG, INJURED IN A MOTOR VEHICLE COLLISION CAUSED BY ZUKOWSKI ON MARCH 2, 2007, FILED HER COMPLAINT ON MARCH 6, 2009, IT IS ERROR FOR THE TRIAL COURT TO GRANT ZUKOWSKI'S MOTION FOR SUMMARY JUDGMENT WHERE REASONABLE MINDS COULD DIFFER AS TO THE ISSUE OF ZUKOWSKI'S ABSENCE FROM THE STATE AND ITS EFFECT OF TOLLING THE STATUTE OF LIMITATIONS AS REQUIRED BY OHIO REVISED CODE SECTION 2305.15."

Assignment of Error Number Five

"THE TRIAL COURT'S REJECTION OF THE CLAIM BY THE YOUNGS OF WAIVER OF STATUTE OF LIMITATIONS AND EQUITABLE ESTOPPEL AS A RESULT OF THE 12 LETTERS (INCLUDING 5 AFTER THE STATUTE

¹ The court retained the portion of the case involving the claim of the Youngs' son, as his claim was tolled pursuant to his status as a minor child.

HAD RUN) FROM ALLSTATE THAT IT WAS CONTINUING TO REVIEW THE CASE WAS ERROR.”

{¶4} In their first assignment of error, the Youngs argue that the trial court erred by determining that an affidavit they submitted in support of their memorandum in opposition to summary judgment contained inadmissible hearsay. In their second and third assignments of error, they argue that the court erred by granting summary judgment to Zukowski because the affidavit they submitted proved their claims were not time-barred. Finally, in their fifth assignment of error, the Youngs argue that Zukowski should be barred from raising a statute of limitations defense by the doctrine of equitable estoppel.

{¶5} This Court reviews an award of summary judgment de novo. *Grafton v. Ohio Edison Co.* (1996), 77 Ohio St.3d 102, 105. We apply the same standard as the trial court, viewing the facts of the case in the light most favorable to the non-moving party and resolving any doubt in favor of the non-moving party. *Viock v. Stowe-Woodward Co.* (1983), 13 Ohio App.3d 7, 12.

{¶6} Pursuant to Civ.R. 56(C), summary judgment is proper if:

“(1) No genuine issue as to any material fact remains to be litigated; (2) the moving party is entitled to judgment as a matter of law; and (3) it appears from the evidence that reasonable minds can come to but one conclusion, and viewing such evidence most strongly in favor of the party against whom the motion for summary judgment is made, that conclusion is adverse to that party.” *Temple v. Wean United, Inc.* (1977), 50 Ohio St.2d 317, 327.

The party moving for summary judgment bears the initial burden of informing the trial court of the basis for the motion and pointing to parts of the record that show the absence of a genuine issue of material fact. *Dresher v. Burt* (1996), 75 Ohio St.3d 280, 292-93. Specifically, the moving party must support the motion by pointing to some evidence in the record of the type listed in Civ.R. 56(C). *Id.* Once this burden is satisfied, the non-moving party bears the burden

of offering specific facts to show a genuine issue for trial. *Id.* at 293. The non-moving party may not rest upon the mere allegations and denials in the pleadings but instead must point to or submit some evidentiary material that demonstrates a genuine dispute over a material fact. *Henkle v. Henkle* (1991), 75 Ohio App.3d 732, 735.

{¶7} Both parties agree that the automobile collision at issue occurred on March 2, 2007, and that the Youngs did not file their complaint until March 6, 2009. They further agree that Shelley Young's claim for bodily injury is subject to a two-year statute of limitations, which expired March 2, 2009. Zukowski sought summary judgment on this basis. The Youngs argued, however, that several events occurred after March 2, 2007 and tolled the applicable statute of limitations pursuant to R.C. 2305.15(A). The Youngs relied on an affidavit from their attorney, Eugene Nemitz, Jr., to identify the alleged tolling events. In his affidavit, Nemitz attested to the following: (1) that he had a conversation with Zukowski on June 19, 2009 before Zukowski's scheduled deposition and before Zukowski's lawyer arrived; (2) that Zukowski admitted to attending all of the Pittsburgh Steelers home games for the last several years, which caused him to be away from home from between 7:00 to 8:00 a.m. and 10:00 p.m. to 12:00 a.m. on game days; and (3) that Zukowski admitted to having made two partial-day trips to Seneca sometime between March 2, 2007 and March 2, 2009. Based on Nemitz' affidavit, the Youngs argued that Zukowski left Ohio numerous times for partial-day periods and that, as a matter of law, each partial day amounted to a full day and a tolling event under R.C. 2305.15(A).

{¶8} The trial court found that Nemitz' affidavit amounted to inadmissible hearsay, but also addressed the Youngs' tolling argument on the merits, "assuming *arguendo*" that the affidavit constituted admissible evidence. The court concluded that the statute of limitations barred the Youngs' claims because partial days do not toll the statute of limitations under R.C.

2305.15(A). It further concluded that the doctrine of equitable estoppel did not apply to Zukowski's statute of limitations argument.

{¶9} The trial court correctly concluded that, even considering Nemitz' affidavit for argument's sake, the Youngs did not produce evidence of a tolling event. The Youngs argue that partial days should toll the statute of limitations. This Court has already held, however, that "in computing the tolling time, we will only consider whole days, not fractions of days. Under this method of computation, absences from this state covering only a portion of one calendar day are not absences within the contemplation of R.C. 2305.15." *Barker v. Strunk*, 9th Dist. No. 06CA008939, 2007-Ohio-884, at ¶14. The Youngs acknowledge *Barker*, but argue that it lacks precedential value because, in issuing it, this Court either accidentally or intentionally ignored the Ohio Supreme Court's decision in *Greulich v. Monnin* (1943), 142 Ohio St. 113. The Youngs point to *Greulich* to argue that "[a]ny part of one day is counted as a full day."

{¶10} *Greulich* involved the interpretation of an insurance policy and is distinguishable from the case at hand. Even if *Greulich* were factually relevant to this case, however, we are not convinced that any reliance upon it would benefit the Youngs. *Greulich* held that insurance coverage cannot lapse midday when a policy sets forth a specific day, but not a specific time, for the expiration of coverage because "[i]n the absence of an express limitation, the law does not take notice of a fraction of a day." (Internal quotations and citations omitted.) *Greulich*, 142 Ohio St. at 118. The Court adhered to the principal that, unless otherwise provided, when a contract is enforceable on a particular day, it is enforceable that whole day, not just a part of it. *Id.* at 118. The Youngs wish to read *Greulich* as holding that, if a person spends any part of a day out of the state, their absence will be treated as if they had spent the entire day out of the state. Yet, *Greulich* could be read a different way. One might read *Greulich* as holding that, if a

person spends any part of the day inside of the state, their presence will be treated as if they had spent the entire day in the state. Either reading would be consistent with the proposition that “the law does not take notice of a fraction of a day.” *Id.* This Court discussed the forgoing concerns in *Barker* before concluding that partial-day absences are not tolling events under R.C. 2305.15. *Barker* at ¶14. We see no reason to depart from our holding in *Barker* at this time. Thus, the trial court correctly determined that the Youngs failed to prove any tolling events occurred after the automobile collision at issue.

¶11 Additionally, the trial court did not err by allowing Zukowski to assert his statute of limitations defense over the Youngs’ equitable estoppel argument. The Youngs argue that they did not file suit within the applicable statute of limitations because they were intentionally misled by Zukowski’s insurance company, Allstate Insurance (“Allstate”). Specifically, they argue that they were misled by twelve letters that Allstate sent them from June 2008 to October 2009, indicating that Allstate was continuing to investigate the claim at issue and that it anticipated resolving the matter “in 365 days or sooner.” According to the Youngs, Allstate’s letters implied that the parties would reach a settlement, “lull[ed] [them] into a false sense of security,” and caused them to delay bringing suit against Zukowski.

“[E]quitable estoppel requires that the proponent prove four elements: (1) that the adverse party made a factual misrepresentation; (2) that the misrepresentation was misleading; (3) that the misrepresentation induced actual reliance which was reasonable and in good faith; and (4) the proponent suffered detriment due to the reliance. As to the first two elements, a showing of fraud or constructive fraud is necessary.” (Internal citations and quotations omitted.) *First Energy Solutions v. Gene B. Glick Co.*, 9th Dist. No. 23646, 2007-Ohio-7044, at ¶13.

The Youngs fail to point this Court to even a single factual misrepresentation that Allstate made in any of its letters to them. App.R. 16(A)(7). They merely cite to broad case law, discussing the importance of equity. As we have repeatedly held, “[i]f an argument exists that can support

[an] assignment of error, it is not this [C]ourt's duty to root it out." *Cardone v. Cardone* (May 6, 1998), 9th Dist. No. 18349, at *8. Because the trial court properly awarded Zukowski summary judgment, the Youngs' first, second, third, and fifth assignments of error lack merit.

Assignment of Error Number Four

“THE TRIAL COURT’S GRANT OF SUMMARY JUDGMENT AGAINST THE LOSS OF CONSORTIUM CLAIM OF CHAD S. YOUNG IS IN ERROR AS LOSS OF CONSORTIUM CLAIMS ARE SUBJECT TO A FOUR (4) (sic) STATUTE OF LIMITATIONS UNDER R.C. 2305.09 AND THE CLAIM WAS FILED 2 YEARS AND 4 DAYS AFTER THE MOTOR VEHICLE COLLISION AND INJURIES TO HIS WIFE, APPELLANT SHELLEY L. YOUNG.”

{¶12} In their fourth assignment of error, the Youngs argue that the trial court erred by granting Zukowski's motion for summary judgment as to Chad Young's claim for loss of consortium. Specifically, they argue that Chad Young's claim was timely because a loss of consortium claim is subject to a four-year, not a two-year, statute of limitations.

{¶13} It is true that a loss of consortium claim based upon a spouse's bodily injury is subject to a four-year statute of limitations. *Huffman v. Timken Co.* (Nov. 7, 1990), 9th Dist. No. 2560, at *3. It is also true, however, that “a cause of action based upon a loss of consortium is a derivative action. That means that the derivative action is dependent upon the existence of a primary cause of action and can be maintained only so long as the primary action continues.” *Messmore v. Monarch Mach. Tool Co.* (1983), 11 Ohio App.3d 67, 68-69. Accord *Huffman*, at *3. As previously noted, the trial court properly granted summary judgment as to the primary action in this matter because it is time-barred. Because the primary action (Shelley Young's bodily injury claim) cannot continue, it would appear that Chad Young's derivative claim also must fail. *Messmore*, 11 Ohio App.3d at 68-69; *Huffman*, at *3. Accord *Breno v. Mentor*, 8th Dist. No. 81861, 2003-Ohio-4051, at ¶24. The Youngs have not pointed this Court to any

authority to the contrary. App.R. 16(A)(7). Thus, the Youngs' fourth assignment of error is overruled.

III

{¶14} The Youngs' assignments of error are overruled. The judgment of the Summit County Court of Common Pleas is affirmed.

Judgment affirmed.

There were reasonable grounds for this appeal.

We order that a special mandate issue out of this Court, directing the Court of Common Pleas, County of Summit, State of Ohio, to carry this judgment into execution. A certified copy of this journal entry shall constitute the mandate, pursuant to App.R. 27.

Immediately upon the filing hereof, this document shall constitute the journal entry of judgment, and it shall be file stamped by the Clerk of the Court of Appeals at which time the period for review shall begin to run. App.R. 22(E). The Clerk of the Court of Appeals is instructed to mail a notice of entry of this judgment to the parties and to make a notation of the mailing in the docket, pursuant to App.R. 30.

Costs taxed to Appellants.

BETH WHITMORE
FOR THE COURT

CARR, J.
BELFANCE, P. J.
CONCUR

APPEARANCES:

EUGENE H. NEMITZ, JR., Attorney at Law, for Appellants.

ADAM E. CARR, Attorney at Law, for Appellee.

Terrence Upchurch – State Representative District 20

Exhibit M

Walker Brown Voter Registration and OH State House
History

Donna Walker Brown, VID 1696369, Voter Registration History & House District Information

Date Submitted	Date Processed	Address	Precinct at Time of Submission	Method of Submission	Revised 2/22/22 Ohio House District	Revised 9/29/23 Ohio House District
4/14/2013	9/3/2008	764 East 92nd Str 2nd Fl, Cleveland 44108	CLEVE10K.01	Paper Registration	20	20

Agenda Item

#6

Appointments to Elected Office

1. Mike Byrne, Cuyahoga County Council, Member District 4¹
2. Brian M. Spring, Strongsville City Council, Member of Council at Large²

¹ Term ends 12/31/2024; no special election required.

² Councilman Spring replaces Joe DeMio after his election as the Municipal Court Clerk. The CCBOE acknowledged the vacancy at its 1-2-2024 meeting.

Certificate by Party Central Committee to Fill Vacancy in County Office or City Office

R.C. 305.02, 731.43, 733.08, 733.31. If charter county or municipality, refer to charter for specific requirements.

1-17-2024

(MM/DD/YYYY)

Cuyahoga

, Ohio

To the Board of Elections of Cuyahoga County*

The undersigned respectfully certify that a vacancy in the office of County Council/District 4.

for the County of Cuyahoga has occurred on 12-31-2023

(City or County)

(MM/DD/YYYY)

due to the Resignation of Scott M. Tomp who was a member of the

(Death, Resignation, Etc.)

Democratic Party.

The Central Committee of the Democratic Party has appointed, in accordance with law,

Mike Byrne, who is a qualified elector residing at

7142 Anthony Lane, Parma Hills, 44130, to hold the office and to perform the

duties thereof until a successor is elected and qualified as provided by law.

Cuyahoga County Central Committee

Signed: Donald T. Bank, Chairperson

Address 4120 W. 144th St, Cleveland, OH 44135

Signed: Daphne Woodman, Secretary

Address 28850 Chocoma Ave. Woodman, OH 44122

Statement of Acceptance

I MIKE BYRNE hereby accept appointment to the office of County Council District 4

for the County of Cuyahoga, in accordance with the provisions of law.

(City or County)

Mike Byrne, Appointee

*A copy of this certificate must be sent to the Secretary of State, 180 E. Broad Street, 15th Floor, Elections Division, Columbus OH 43215 or P.O. Box 2828, Columbus, OH 43216

JAN 18 2024 PM 3:38

Appointee Contact Information

MIKE BYRNE

Name of Appointee (print)

CUYAHOGA COUNTY COUNCIL DISTRICT 4, DEMOCRAT

Office (include political subdivision & Party)

7142 ANTHONY WAY PALM HTS, 44130

Appointee Street Address, including city and zip code

440.821.1705

Phone number with area code (print clearly)

MIKEBYRNE@COX.NET

E-mail address (print clearly)



Signature of Appointee

01/17/2024

Date of signing

Certification to Fill Vacancy in Elected Office

01/11/2024

(MM/DD/YYYY)

Strongsville, Ohio

(City/Village/Township)

To the Board of Elections of Cuyahoga County

The undersigned respectfully certifies that a vacancy in the office of Council (At-Large), in the City of Strongsville has occurred on 01/01/2024
(City/Village/Township/School) (MM/DD/YYYY)

due to the resignation of Joseph C. DeMio
(Death, Resignation, Etc.) (Print name of office holder)

The Council has appointed Brian M. Spring to fill the vacancy
(Council/Mayor/School Board etc.) (Print name of appointee)

under the authority of Article III, Section 8 City of Strongsville Charter
(cite the ORC/Charter/Ordinance sections granting the appointing authority)


who is a qualified elector residing at 13256 Jacque Road, Strongsville, OH 44136
(State full street address, city, and zip code)

brian.spring@strongsville.org (waiting to be issued city cell)
(State phone number and email)

440-479-5445

to hold the office and to perform the duties thereof until a successor is elected and qualified as provided by law.

Through my signature below, represent and warrant that I have full and complete authority to issue this certification and that the Cuyahoga County Board of Elections may rely upon the information disclosed herein. I further declare that the foregoing covenants of authority and the described appointment are valid, true and accurate based on my own personal knowledge.

 Clerk of Council 1/11
(Title) (Date)
*Signed by appointing authority or authorized representative (i.e., Clerk of Council, School Treasurer, Mayor, etc.)

- Provide the Board of Elections with the Appointees executed Oath of Office
- If the appointment requires action at a public meeting, list the meeting date 01/09/24 and provide a copy of the agenda or meeting minutes.
- Attach a copy of the ORC / Charter / Ordinance sections listed above.

WHOEVER COMMITS ELECTION FALSIFICATION IS GUILTY OF A FELONY OF THE FIFTH DEGREE.

24 JAN 11 09:10:42

'24 JAN 11 AM 10:42

OATH OF OFFICE

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

I, Brian Spring, do solemnly swear that as a Councilmember-at-Large for the City of Strongsville, I will profess loyalty to and support the Constitution of the United States of America, the Constitution of the State of Ohio and its laws, and will uphold the Charter and all of the laws of the City of Strongsville.

I further swear that in all respects I will faithfully, honestly, and impartially, discharge the duties of the office of Councilmember-at-Large for the City of Strongsville, State of Ohio, during my continuance in said office, commencing and effective January 9, 2024, for the unexpired term ending December 31, 2025.

Brian M Spring
BRIAN SPRING

SWORN TO BEFORE ME and subscribed in my presence this 9th day of January, 2024.

James E Cole

SECTION 8. VACANCIES.

Vacancies in Council shall be filled for the unexpired term by an appointment made by a majority vote of all remaining members of Council. Such appointment shall be made within thirty (30) days after the next regular meeting following receipt of official notification by Council of such vacancy. If Council fails to fill the vacancy within said thirty (30) day period the Mayor shall make the appointment.

A Councilman appointed to office to fill an unexpired term by either the Council or the Mayor shall for the purposes of this Charter be deemed to be elected to Council.

(Amended 11-2- 71.)

I, the duly qualified and appointed Clerk of Council of the City of Strongsville, Ohio do hereby certify that the foregoing

Ordinance No. _____ Resolution No. _____

Article III, Section 8 Strongsville City Charter
is a true and correct copy of the original.

Simon Pientka
Clerk of Council



City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
www.strongsville.org

January 5, 2024

City Council

James A. Kuminski
Ward 1

Annamarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

The following meeting has been scheduled by Council for Tuesday, January 9, 2024, to be held in the Michael Kalinich Sr. City Council Chamber, 18688 Royalton Road:

7:00 P.M. Special Council Meeting for the purpose of nominating and appointing a new member to fill the vacant At-Large Council seat for the unexpired term ending on December 31, 2025, pursuant to Article III, Section 8 of the City Charter.

Any other matters which may properly come before this Council may also be discussed.

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

'24 JAN 11 AM 10:43

AGENDA FOR THE SPECIAL STRONGSVILLE COUNCIL MEETING

TUESDAY, JANUARY 9, 2024 AT 7:00 P.M.

Mike Kallnich Sr. City Council Chamber
18688 Royalton Road, Strongsville, OH 44136

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. EXECUTIVE SESSION:

Motion to convene into Executive Session for the purpose of discussing personnel matters relating to the appointment of a new member to fill the vacancy for the At-Large Council seat.

6. MOTION TO APPOINT NEW MEMBER:

Motion pursuant to Article III, Section 8 of the City Charter for appointment of a new member of Strongsville City Council to fill the At-Large vacancy and unexpired term ending on December 31, 2025.

7. ADMINISTRATION OF OATH OF OFFICE:
8. ANY OTHER BUSINESS TO COME BEFORE THIS COUNCIL:
9. ADJOURNMENT:

I, the duly qualified and appointed Clerk of Council of the City of Strongsville, Ohio do hereby certify that the foregoing

Ordinance No. _____ Resolution No. _____

01/09/24 Strongsville City Council Special Meeting
is a true and correct copy of the original.

Aimee Pientica
Clerk of Council



City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
Council Office Fax: 440-572-1648
www.strongsville.org

January 11, 2024

City Council

Via Certified Mail – Article No. 9489 0090 0027 6180 0701 74

Ohio Secretary of State
Elections Division
180 East Broad Street
16th Floor
Columbus Ohio 43215

Re: Notification of Appointment of a Council Member

To Whom It May Concern:

This letter is to notify you that in accordance with Ohio Revised Code Section 3.02, as well as Article III, Section 8 of the Strongsville City Charter, please be advised that the Council of the City of Strongsville, Ohio has appointed a new member to City Council, At-Large, to fill the vacancy and unexpired term ending on December 31, 2025. This is due to the previous Councilman, Joseph C. DeMio, resigning effective December 31, 2023.

City Council made the appointment during a special meeting held on January 9, 2024 and the new At-Large member was sworn in during this meeting. The new At-Large member of Strongsville City Council is:

At-Large:
Name: Brian M. Spring
Address: 13256 Jacque Road
Strongsville, OH 44136

Included in this letter is a copy of Mr. DeMio's letter of resignation and a copy of Mr. Spring's Oath of Office. Feel free to contact me at (440) 580-3112 if you require any further information.

Very truly yours,

Aimee Pientka, MMC
Clerk of Council

Cc: Neal Jamison, Law Department

'24 JAN 11 AM 10:43

JOSEPH C. DeMIO
COUNCILMAN-AT-LARGE
19954 Abigail Lane
Strongsville, Ohio 44149

December 18, 2023

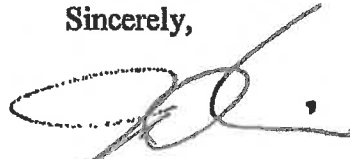
Re: Resignation as Councilman-at-Large

Dear Fellow Strongsville City Council Members:

In light of my recent election as Clerk of Court for the Berea Municipal Court, I tender my resignation from the Strongsville City Council as Councilman-at-Large to be effective at the close of business on Sunday, December 31, 2023.

Over the past 28 years, I have been honored to have the privilege and opportunity to serve on the Strongsville City Council.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. DeMio', with a large, stylized flourish at the end.

Joseph C. DeMio
Councilman-at-Large

cc: Mayor Thomas P. Perciak
All Directors and Department Heads
Aimee Pientka, Clerk of Council

Agenda Item

#7

Candidate Withdrawn from the March 19, 2024 Primary Election

Office	Name	Party
State Representative – District 21	Jonathon Holody	Democrat
Cuyahoga County Council District 6	Richard Dell’Aquila	Democrat
Cuyahoga County Council District 10	Andre Dailey	Democrat



CUYAHOGA COUNTY BOARD OF ELECTIONS

Date: 2/18/24

I, Jonathan Holody, withdraw my candidacy for

(check one):

March 19, 2024 Primary Election

November 5, 2024 General Election

Other: _____

Party (if applicable):

Democrat

Office:

State Representative - District 21

Term date (if applicable):

1/1/24 - 1/1/27

Signature:

[Handwritten Signature]

Printed Name:

Jonathan Holody

Street Address:

94 S 212th Street

City / Zip Code:

Franklin 44125

Phone:

216-711-9462

Email:

jonathan.holody@yohio.com

VOTE



CUYAHOGA COUNTY BOARD OF ELECTIONS

Date: JANUARY 8, 2024

I, RICHARD DELL'AQUILA, withdraw my candidacy for

(check one):

March 19, 2024 Primary Election

November 5, 2024 General Election

Other: _____

Party (if applicable):

DEMOCRATIC

Office:

COUNTY COUNCIL, DISTRICT 6

Term date (if applicable):

COMMENCING JAN, 1, 2025

Signature:

[Handwritten Signature]

Printed Name:

RICHARD DELL'AQUILA

Street Address:

661 E. PLEASANT VALLEY ROAD

City / Zip Code:

SEVEN HILLS, OH 44131

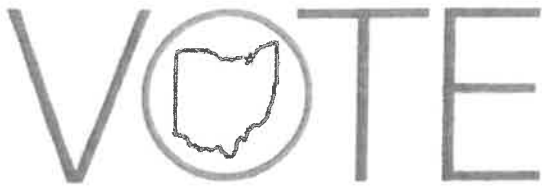
Phone:

216-548-2890

Email:

RDELLA@SRCGLOBAL.NET

JAN 8 2024 AM 10:05



CUYAHOGA COUNTY
BOARD OF ELECTIONS

Date: 9 JAN 24

I, ANDRE DAILEY, withdraw my candidacy for

(check one):

March 19, 2024 Primary Election

November 5, 2024 General Election

Other: _____

Party (if applicable): DEMOCRAT

Office: COUNTY COUNCIL DISTRICT-10

Term date (if applicable): _____

Signature: *Andre Dailey*

Printed Name: ANDRE DAILEY

Street Address: 380 E. 162ND ST

City / Zip Code: CLEVELAND / 44110

Phone: 216-406-4380

Email: ANDRE.DAILEY@XIAHOOCOM

24 JAN 9 PM 2:22

Agenda Item

#8



CUYAHOGA COUNTY
BOARD OF ELECTIONS

Certification of Write-in Candidates for the March 19, 2023 Primary Election

Candidate Name Nombre del Candidato	Party Partido	Filed Presentada	Valid Válido
House District 18 For State Representative (18th District) 2 Year Term Período de 2 Años Vote for Not More Than 1 Vote por No Más De 1	Republican Republicana	1/8/2024	Yes - Write-In Sí - Por Escrito

**Cámara De Distrito 18
Para Representante del Estado
(Distrito 18)**

Candidate Name Nombre del Candidato	Party Partido	Filed Presentada	Valid Válido
House District 20 For State Representative (20th District) 2 Year Term Período de 2 Años Vote for Not More Than 1 Vote por No Más De 1	Republican Republicana	1/8/2024	Yes - Write-In Sí - Por Escrito

**Cámara De Distrito 20
Para Representante del Estado
(Distrito 20)**

Nathaniel Cory Hartfield Democratic Demócrata	1/8/2024	Yes - Write-In Sí - Por Escrito
Terrence Upchurch Democratic Demócrata	12/21/2023	Yes - Write-In Sí - Por Escrito

Candidate Name Nombre del Candidato	Party Partido	Filed Presentada	Valid Válido
House District 21 For State Representative (21th District) 2 Year Term Período de 2 Años Vote for Not More Than 1 Vote por No Más De 1	Republican Republicana	12/27/2023	Yes - Write-In Sí - Por Escrito

**Cámara De Distrito 21
Para Representante del Estado
(Distrito 21)**

Joshua Malovasic Republican Republicana	12/27/2023	Yes - Write-In Sí - Por Escrito
---	------------	-----------------------------------

Cuyahoga County Board of Elections
MARCH 19, 2024 PRESIDENTIAL PRIMARY ELECTION

House District 22 For State Representative (22nd District)	2 Year Term Período de 2 Años Vote for Not More Than 1 Vote por No Más De 1	Cámara De Distrito 22 Para Representante del Estado (Distrito 22)
Candidate Name Nombre del Candidato	Party Partido	Valid Válido
Milan Wesley	Republican Republicana	Yes - Write-In Sí - Por Escrito
	1/8/2023	

County Wide District For Prosecuting Attorney (Full Term Commencing 1/1/2025)	4 Year Term Período de 4 Años Vote for Not More Than 1 Vote por No Más De 1	Distrito A Nivel De Condado Para Abogado Fiscal (Comienzo del período completo 1/1/2025)
Candidate Name Nombre del Candidato	Party Partido	Valid Válido
Anthony Alto	Republican Republicana	Yes - Write-In Sí - Por Escrito
	1/8/2023	

County Council District 02 For Member of County Council (District 2)	4 Year Term Período de 4 Años Vote for Not More Than 1 Vote por No Más De 1	Consejo Del Condado Distrito 02 Para Miembro del Consejo del Condado (Distrito 2)
Candidate Name Nombre del Candidato	Party Partido	Valid Válido
Chris Breninghouse	Republican Republicana	Yes - Write-In Sí - Por Escrito
	1/8/2024	

Candidate Name Nombre del Candidato	Party Partido	Filed Presentada	4 Year Term Período de 4 Años Vote for Not More Than 1 Vote por No Más De 1	Valid Válido
County Council District 10 For Member of County Council (District 10)				
Stacey Renee White	Republican Republicana	1/8/2024		Yes - Write-In Sí - Por Escrito

Candidate Name Nombre del Candidato	Party Partido	Filed Presentada	4 Year Term Período de 4 Años Vote for Not More Than 1 Vote por No Más De 1	Valid Válido
East Cleveland-03- A For Member of County Central Committee				
Javan Jackson	Republican Republicana	1/8/2023		Yes - Write-In Sí - Por Escrito

Candidate Name Nombre del Candidato	Party Partido	Filed Presentada	4 Year Term Período de 4 Años Vote for Not More Than 1 Vote por No Más De 1	Valid Válido
East Cleveland-03- B For Member of County Central Committee				
Phyllis A. Mosley	Republican Republicana	1/8/2024		Yes - Write-In Sí - Por Escrito

Cuyahoga County Board of Elections
MARCH 19, 2024 PRESIDENTIAL PRIMARY ELECTION

Candidate Name Nombre del Candidato	Party Partido	Filed Presentada	Valid Válido
Richmond Heights-01- A For Member of County Central Committee			
4 Year Term Período de 4 Años Vote for Not More Than 1 Vote por No Más De 1			
Richmond Heights-01- A Para Miembro del Comité Central del Condado			

Maria Hurst Republican | Republicana 1/8/2024 Yes - Write-In | Sí - Por Escrito

Candidate Name Nombre del Candidato	Party Partido	Filed Presentada	Valid Válido
Strongsville-02- G For Member of County Central Committee			
4 Year Term Período de 4 Años Vote for Not More Than 1 Vote por No Más De 1			
Strongsville-02- G Para Miembro del Comité Central del Condado			

James Irvine Republican | Republicana 1/5/2024 Yes - Write-In | Sí - Por Escrito

Agenda Item

#9

Certification of Remaining Issues for the March 19, 2024 Primary Election

1-23-2024 Board Meeting

VILLAGE OF CHAGRIN FALLS

Proposed Charter Amendment

Shall Article IV, Section 8(c) of the Charter of the Village of Chagrin Falls be amended to provide that all ordinances and resolutions, unless otherwise directed by Council, shall be posted for not less than fifteen (15) days on the Village website and proof of the publication and posting shall be made by the operator of the Village website and shall be filed with the Clerk of Council; and that unless otherwise determined by Council, the operator of the official public notice website shall be the Clerk of Council?

VILLAGE OF CHAGRIN FALLS

Proposed Charter Amendment

Shall Article IV, Section 8 of the Charter of the Village of Chagrin Falls be amended to add new subsection (i) to provide that Council may by ordinance make provision for the estimated or known amount of any expenditure or any proposed project, purchase, lease or provision of services when public bidding shall be required, intending to supersede any conflicting state statutory provision setting the threshold amount?

VILLAGE OF CHAGRIN FALLS

Proposed Charter Amendment

Shall Article VII, Section 9 of the Charter of the Village of Chagrin Falls be amended to provide that the Council shall appoint two (2) additional voting members of the Architectural Board of Review for a total of five (5) voting members of the Architectural Board of Review?

CITY OF EUCLID

Proposed Charter Amendment

Shall the Charter of the City of Euclid be amended to replace all male pronouns and terminology with gender neutral pronouns and terminology; and to repeal Article XI, Section 5, "REFERENCES TO GENDER," as no longer necessary?

CITY OF EUCLID

Proposed Charter Amendment

Shall Article II, Section 1 of the Charter of the City of Euclid be amended to include the requirement that Members of Council shall have resided in the City for at least two years immediately preceding their election or appointment to Council, in addition to the current requirement that Ward Councilpersons live in their respective wards for at least one year immediately preceding their election or appointment, and continue to reside in their Ward for their term in office?

CITY OF EUCLID

Proposed Charter Amendment

Shall Article II, Section 1 of the Charter of the City of Euclid be amended to provide that Council shall be the judge of the election and qualifications of its own members and removal thereof by a concurrence of three-fourths ($\frac{3}{4}$) of the remaining members of Council?

CITY OF EUCLID

Proposed Charter Amendment

Shall Article IV, Section 1 of the Charter of the City of Euclid be amended to increase the number of consecutive years of required residency in the City from one (1) year to two (2) years immediately prior to a candidate's election to the office of Mayor?

CITY OF EUCLID

Proposed Charter Amendment

Shall Article VII, Section 1 of the Charter of the City of Euclid be amended to provide that each petition for nominations for elective officers of the City shall be circulated by a person who is a resident of this state and is at least eighteen years of age; and to remove the requirement that each petition shall be circulated by a registered elector of the City?

Agenda Item

#10

Precinct Election Official Performance Summary

November 7, 2023 General Election

The standard guidance in conducting the PEO Performance Review requires processes and procedures to be evaluated as directed by the Secretary of State (SOS). The workers demonstrated overall knowledge, conducted themselves in a professional manner, and participated in an Election Day with few procedural errors. According to the criteria set by the Ohio Election Official Manual, as well as the feedback gathered from the Call Center, post-election surveys from workers and voters, and internal staff we met our expectations and accomplished our goals overall.

WORKER STATISTICS

Number of Polling Locations	Minimum Number of PEOs Needed	Goal Number of PEOs	Number of PEOs Worked	% New Workers
289	1,934	3,919	3,666	12%

Future Worker Appointments	
Promote	5
Relocate	13
Remove	20
On Watch	31
Demote	16

Training Statistics*	
In Person	3,186
Online	877
Zoom (<i>optional additional training review</i>)	700
PMP (<i>additional training review for Vs</i>)	404
Total # Trained	4,467

*All Precinct Election Officials were required to attend training, based on updates to the new Voting Equipment procedures. Election Officials were given the option to attend Zoom meetings with BOE staff to review training materials before Election Day.

CRITERIA FROM SECTION 17.05 OF THE ELECTION OFFICAL MANUAL

Opening and Closing of Polls

- Opening and closing on time:
 - All 289 locations opened and closed on time – 100%
- Printing, signing, and packing the zero tapes and summary reports:
 - 191 locations signed ALL tapes – 66%
 - 64 locations signed some but not all tapes – 22%
 - 34 locations did not sign ANY tapes – 12%
- Completing the Oath of Office:
 - 289 locations fully completed the Oath of Office – 100%
 - 0 locations did not fully complete the Oath of Office – 0%

- Correctly opening and closing all voting machines:
 - 279 locations correctly opened and closed all voting machines – 96.5%
 - 10 locations incorrectly opened and closed all voting machines – 3.5%

Self-Reporting of Problems

- All 289 locations properly self-reported equipment problems and/or low ballot supply. (100%)

Handling of Provisional Ballots

- Properly issuing Provisional Ballots to voters:
 - 168 locations had NO provisional ballots rejected due to PEO error – 58%
 - 121 locations had ONE OR MORE provisional ballots rejected due to PEO error – 42%

Provisional Ballot Rejection % due to PEO error	November 2021	November 2022	November 2023
No Printed Name	0.0%	0.0%	0.0%
No Signature	0.3%	0.3%	0.2%
Missing Date of Birth	0.4%	0.2%	0.4%
No Ballot in Envelope	0.4%	0.7%	0.7%
Missing Address	0.4%	0.2%	0.4%
Wrong Precinct Wrong Location	1.4%	1.2%	1.6%
Totals	3.0%	3.0%	3.1%

- Properly taping the correct EPB slip to each Provisional Envelope:
 - 209 locations correctly taped ALL EPB slips to each Provisional Envelope – 72%
 - 60 locations correctly taped 50% or more EPB slips to each Provisional Envelope – 21%
 - 20 locations correctly taped fewer than 50% of EPB slips to each Provisional Envelope – 7%

Reconciliation After Polls Close

- 279 locations completed the Ballot Accounting process. (96.5%)
- 10 locations did not complete the Ballot Accounting process. (3.5%)

HISTORICAL DATA COMPARISON

Performance Categories	Nov 2021	Nov 2022	Nov 2023
Overall Score	1.15	1.27	1.22
Properly signed all voting machine tapes	58.0%	60.5%	66.0%
Fully completed Oath of Office	100.0%	99.3%	100.0%
Correctly opened/closed all voting machines	93.0%	82.5%	97.0%
Followed device issue reporting procedure	100.0%	100.0%	100.0%
Followed low ballot reporting procedure	100.0%	100.0%	100.0%
Processed all Provisional Ballots correctly	91.0%	52.5%	58.0%
Taped all EPB slips to Provisional Envelopes	69.0%	42.0%	72.0%
Submitted Ballot Accounting	97.0%	98.5%	96.5%

NEXT STEPS

- Updating the Election Official Training Manual.
- Creating a Ballot On-Demand emergency procedure.
- Creating a Voting Equipment Troubleshooting Guide.
- New training video detailing voting equipment troubleshooting procedures.
- All Voting Location Managers and Deputies are required to attend in-person training prior to working the March 19, 2024 Presidential Primary Election.
- Continuing to focus on policies impacted by H.B. 458 in training.
- Collaborating with other departments to improve post-election reporting used in this Performance Review.

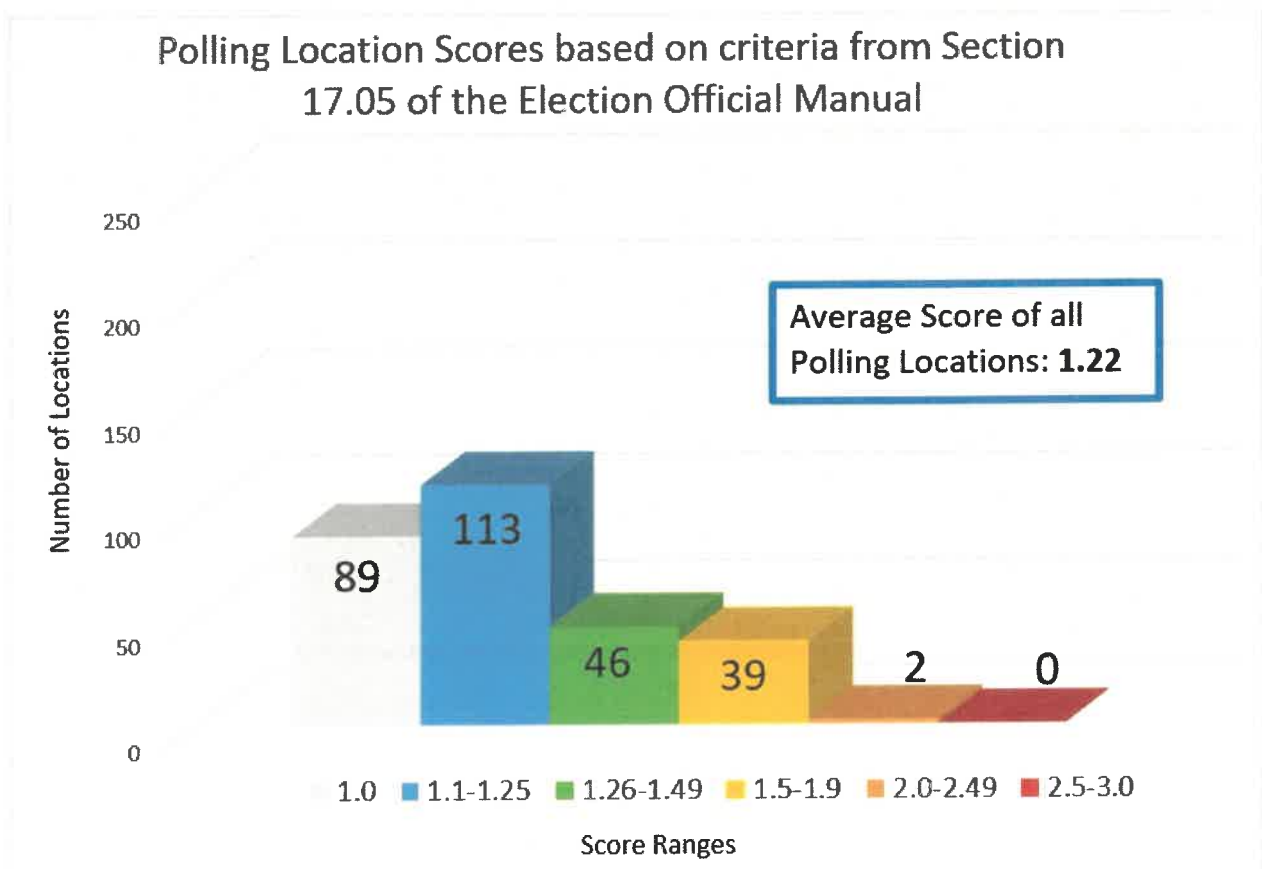
November 7, 2023 General Election Precinct Election Official Performance Report

FULL RESULTS

The results in this report meet the standards of monitoring and assessing PEOs provided in Section 17.05 of the Election Official Manual. There was a total of **289 Polling Locations** in this election. The complete results of the PEO Performance Report from the November 7, 2023 General Election can be provided in a separate document if needed.

Polling Locations are graded on a scale from 1 to 3 in each category, 1 being the highest score and 3 being the lowest score. An average score is calculated to indicate the Polling Location’s overall performance.

AVERAGE score of each polling location relative to the criteria from Section 17.05 of the Election Official Manual



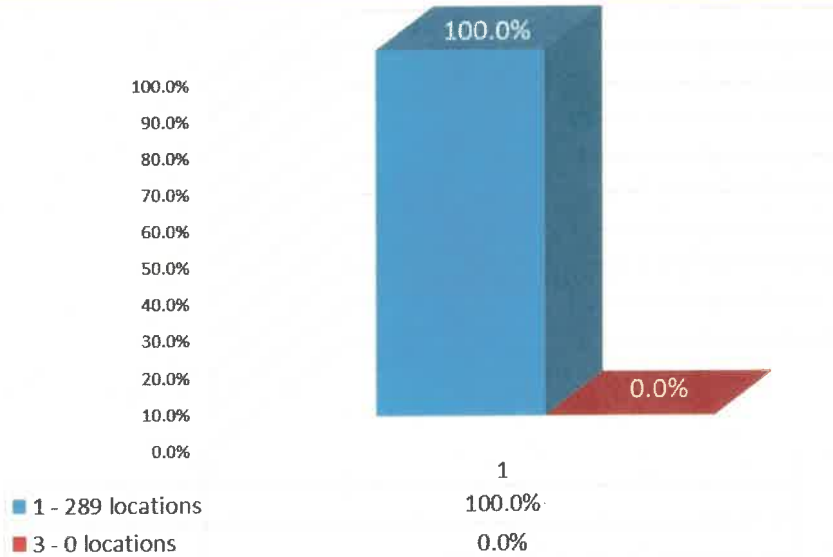
Note: The scores range from 1.0 to 3.0; 1.0 being a perfect score.

A. OPENING AND CLOSING OF POLLING LOCATIONS

What follows is the performance of the PEOs against the criteria set forth by the Secretary of State for properly opening and closing a Polling Location.

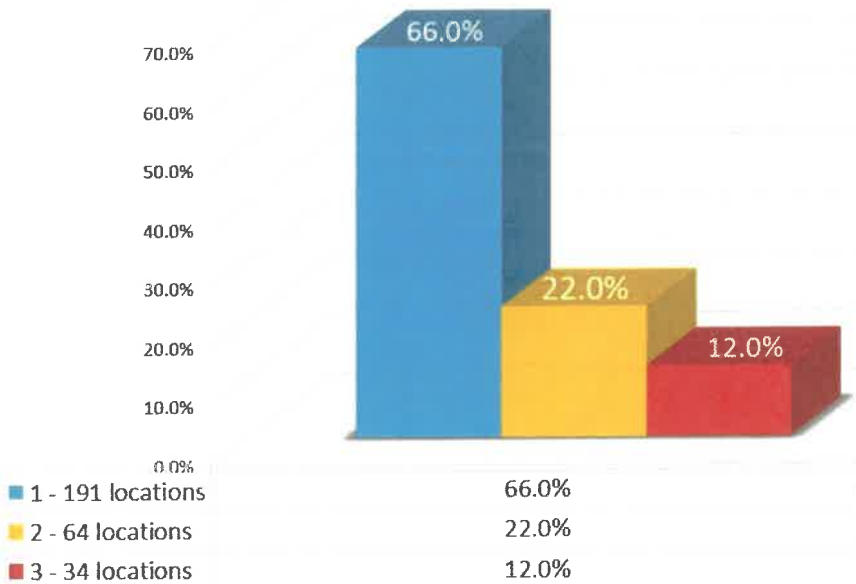
1. Did the Polling Location open and close on time?

Scoring	# of Polling Locations	% of Total Polling Locations
1 - Location opened/closed on time	289	100%
3 - Location not opened/closed on time	0	0%



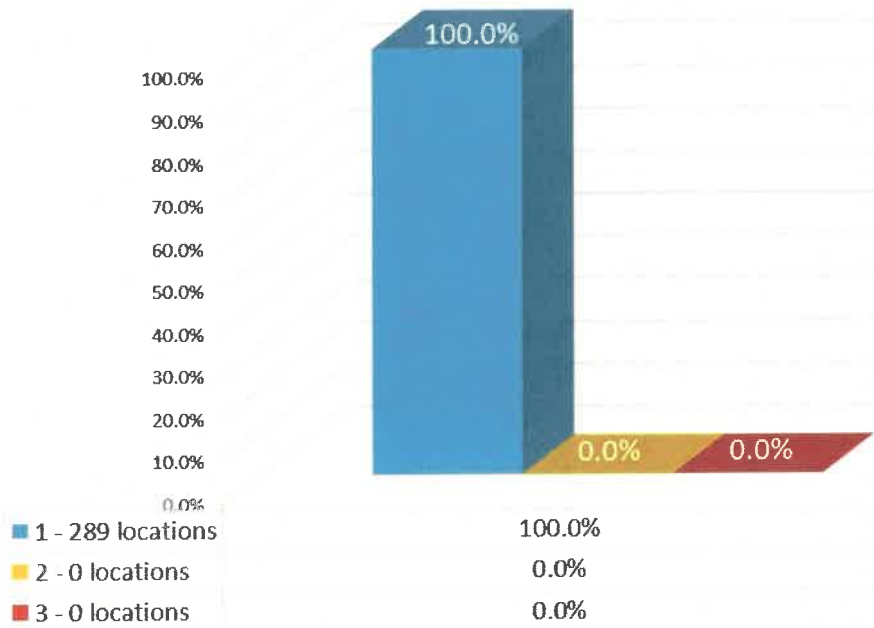
2. Did the PEOs print, sign, and pack the zero tape(s) and summary report(s)?

Scoring	# of Polling Locations	% of Total Polling Locations
1 - Completed BOTH zero and summary tapes	191	66%
2 - Completed some but NOT ALL tapes	64	22%
3 - DID NOT complete any tapes	34	12%



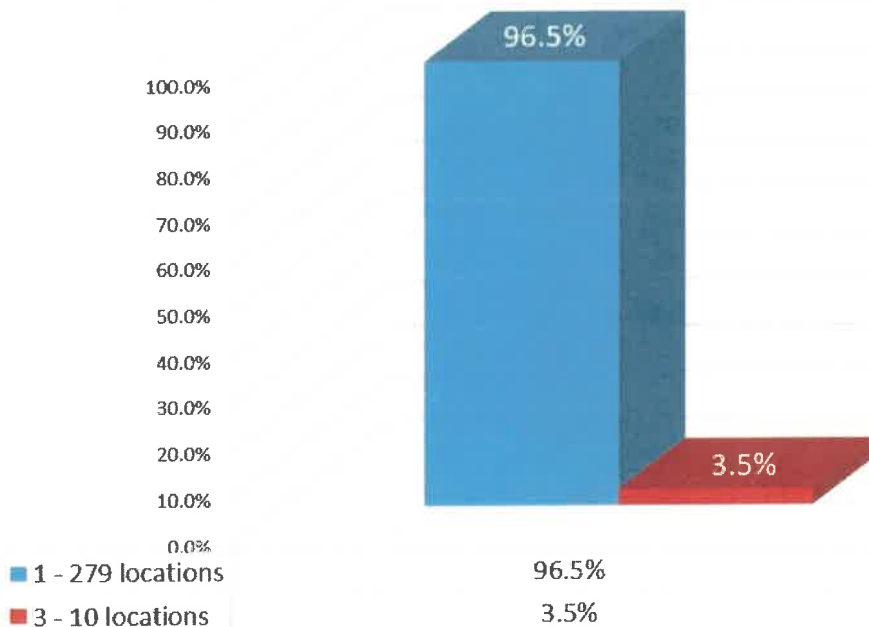
3. Did the PEOs sign the Oath of Office?

Scoring	# of Polling Locations	% of Total Polling Locations
1 - Fully completed Oath of Office	289	100%
2 - Partially completed Oath of Office	0	0%
3 - Did not complete Oath of Office	0	0%



4. Did the Polling Location correctly open/close all voting machines?

Scoring	# of Polling Locations	% of Total Polling Locations
1 - All voting machines were correctly opened/closed	279	96.5%
3 - Not all voting machines were correctly opened/closed	10	3.5%

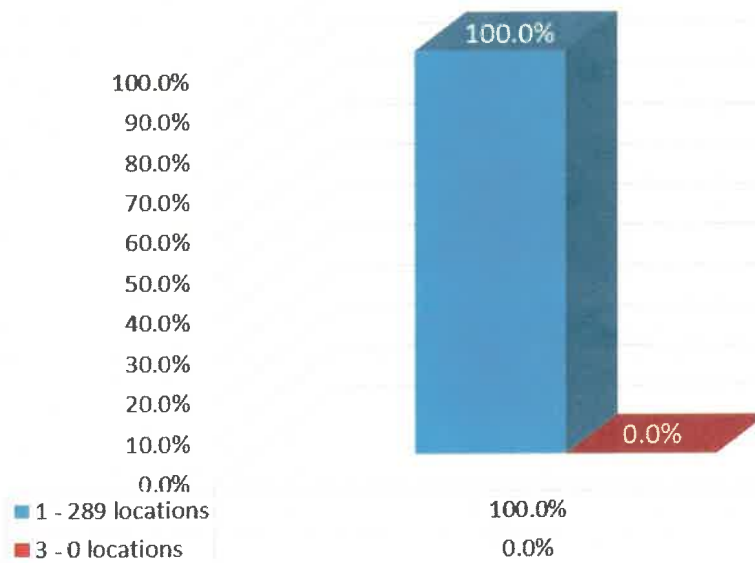


B. SELF-REPORTING OF PROBLEMS

What follows is the performance of the PEOs against the criteria set forth by the Ohio Secretary of State for properly reporting any problems with the voting equipment or ballot supply on Election Day.

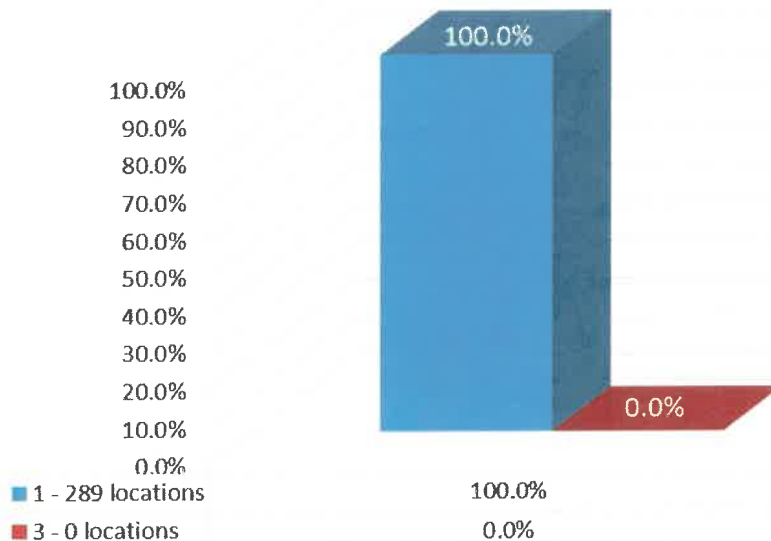
1. Did the PEOs follow required procedures for reporting any voting machine/device issues to the board?

Scoring	# of Polling Locations	% of Total Polling Locations
1 - Followed procedures	289	100%
3 - DID NOT follow procedures	0	0%



2. Did the PEOs follow required procedures for reporting if/when the ballot supply ran low to the board?

Scoring	# of Polling Locations	% of Total Polling Locations
1 - Followed procedures	289	100%
3 - DID NOT follow procedures	0	0%

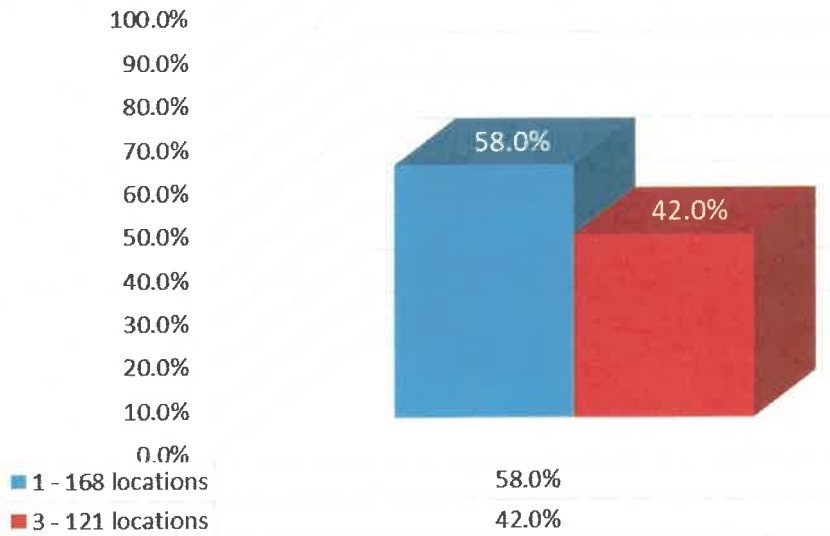


C. HANDLING OF PROVISIONAL BALLOTS

What follows is the performance of the PEOs against the criteria set forth by the Secretary of State for properly handling Provisional ballots.

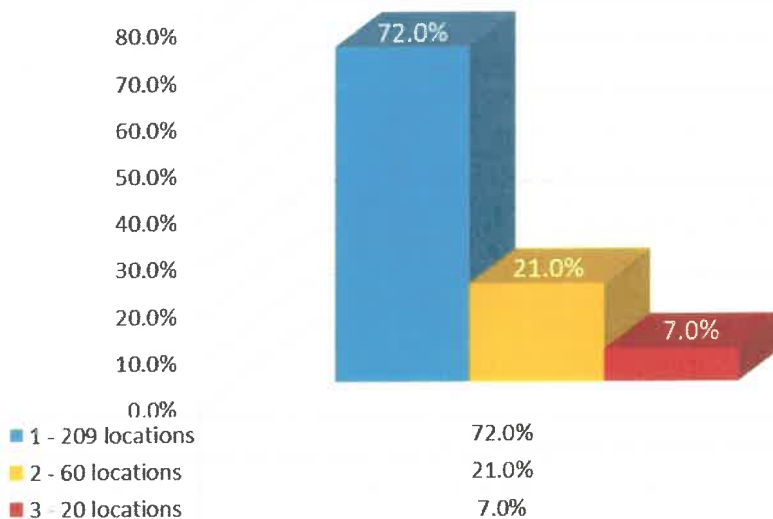
1. Did the PEOs properly issue Provisional ballots to voters, including directing Wrong-Polling Location voters to the correct Location?

Scoring	# of Polling Locations	% of Total Polling Locations
1 - Had NO Provisional ballots rejected due to PEO error	168	58%
3 - ONE OR MORE Provisional ballots rejected due to PEO error	121	42%



2. Did the PEOs properly tape the correct EPB slip to each Provisional Envelope?

Scoring	# of Polling Locations	% of Total Polling Locations
1 - ALL EPB slips taped	209	72%
2 - 50% OR MORE EPB slips taped	60	21%
3 - FEWER than 50% of EPB slips taped	20	7%

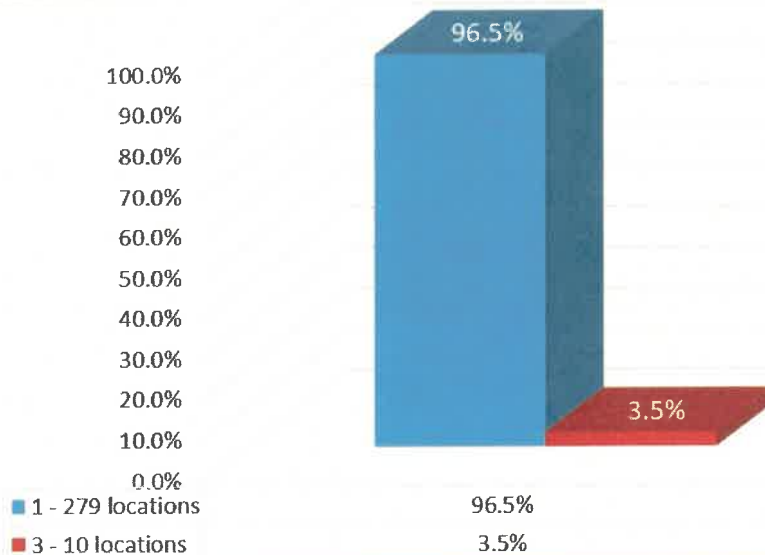


D. RECONCILIATION AFTER POLLS ARE CLOSED

What follows is the performance of the PEOs against the criteria set forth by the Secretary of State for properly closing the polls.

1. Did the PEOs complete their reconciliation duties?

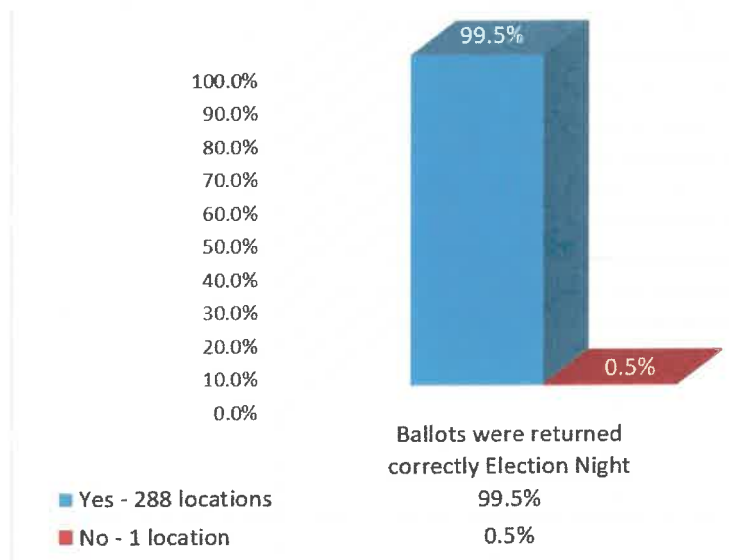
Scoring	# of Polling Locations	% of Total Polling Locations
1 - Completed reconciliation duties (Ballot Accounting)	279	96.5%
3 - DID NOT complete reconciliation duties (Ballot Accounting)	10	3.5%



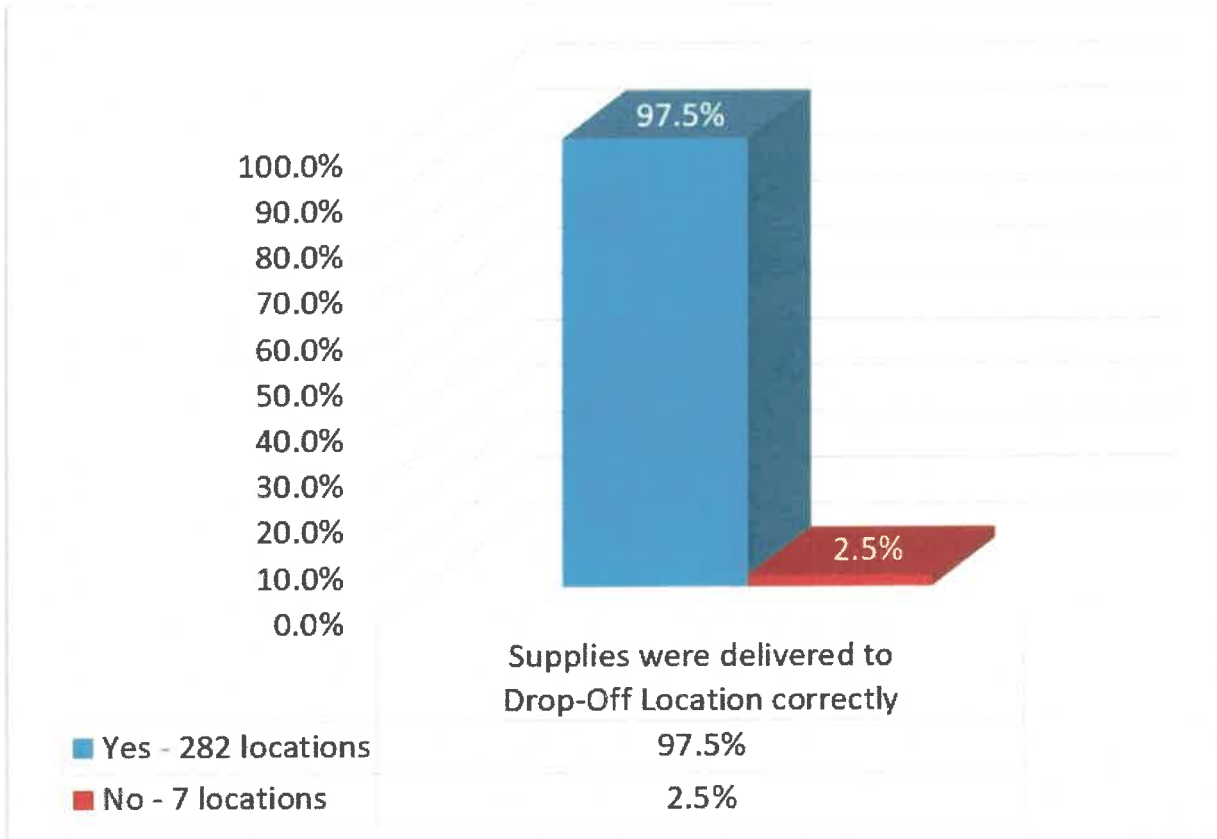
POLLING LOCATION PERFORMANCE REVIEW “GRADE SHEET”

Each PEO is sent a “Grade Sheet” following the election that evaluates the performance of the Polling Location against the criteria from Section 17.05 of the Election Official Manual. In addition, we grade the Polling Locations on other criteria related to Election Day procedures. Below are the criteria that we grade Polling Locations on in addition to those listed in the Election Official Manual.

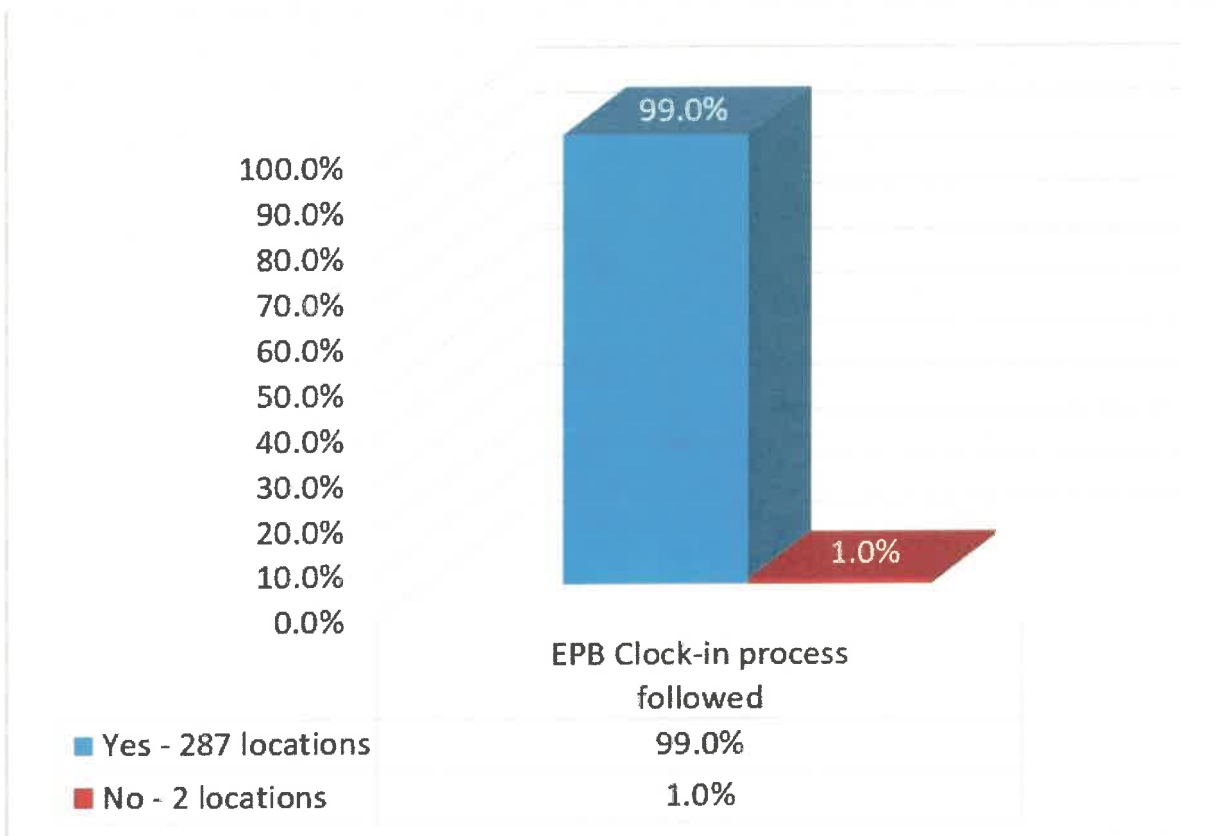
Were ballots returned correctly on Election Night?



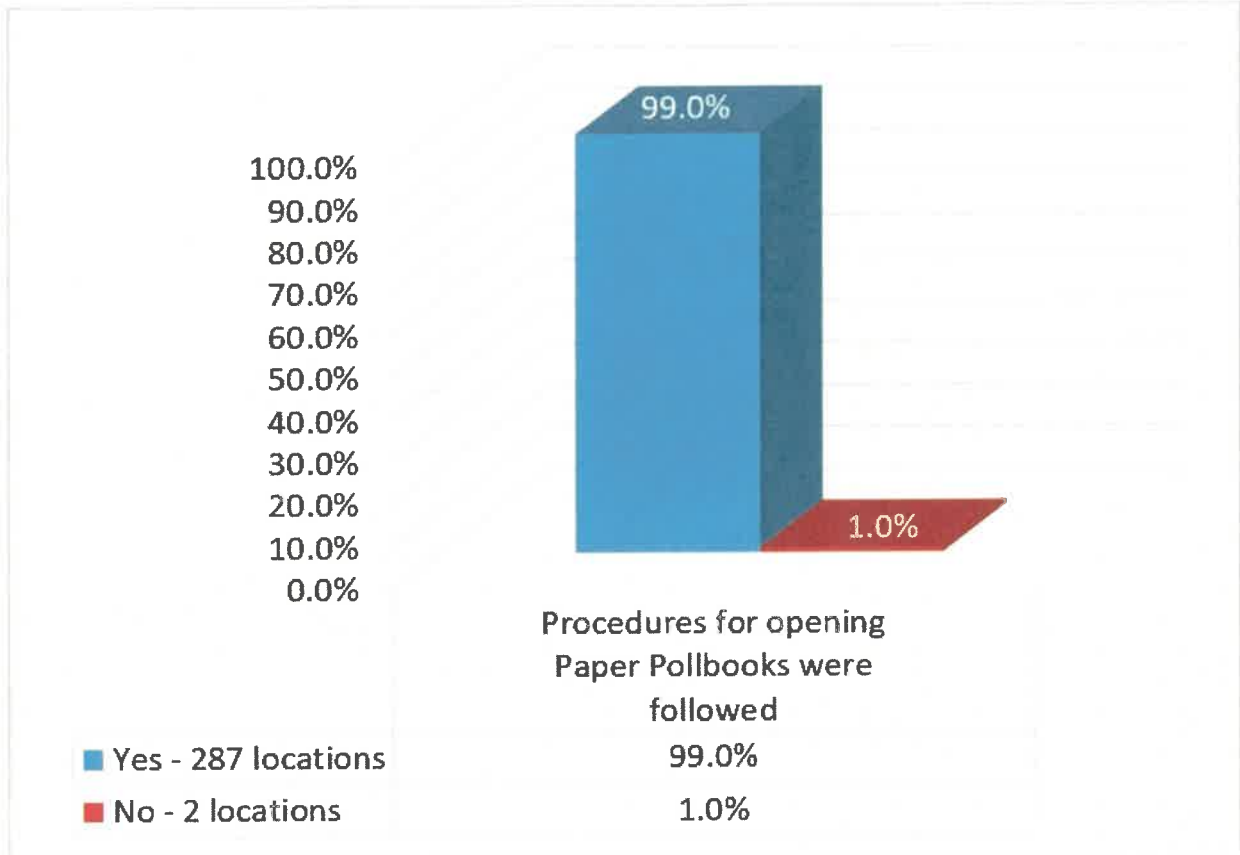
Were supplies delivered to the Drop-Off Location correctly?



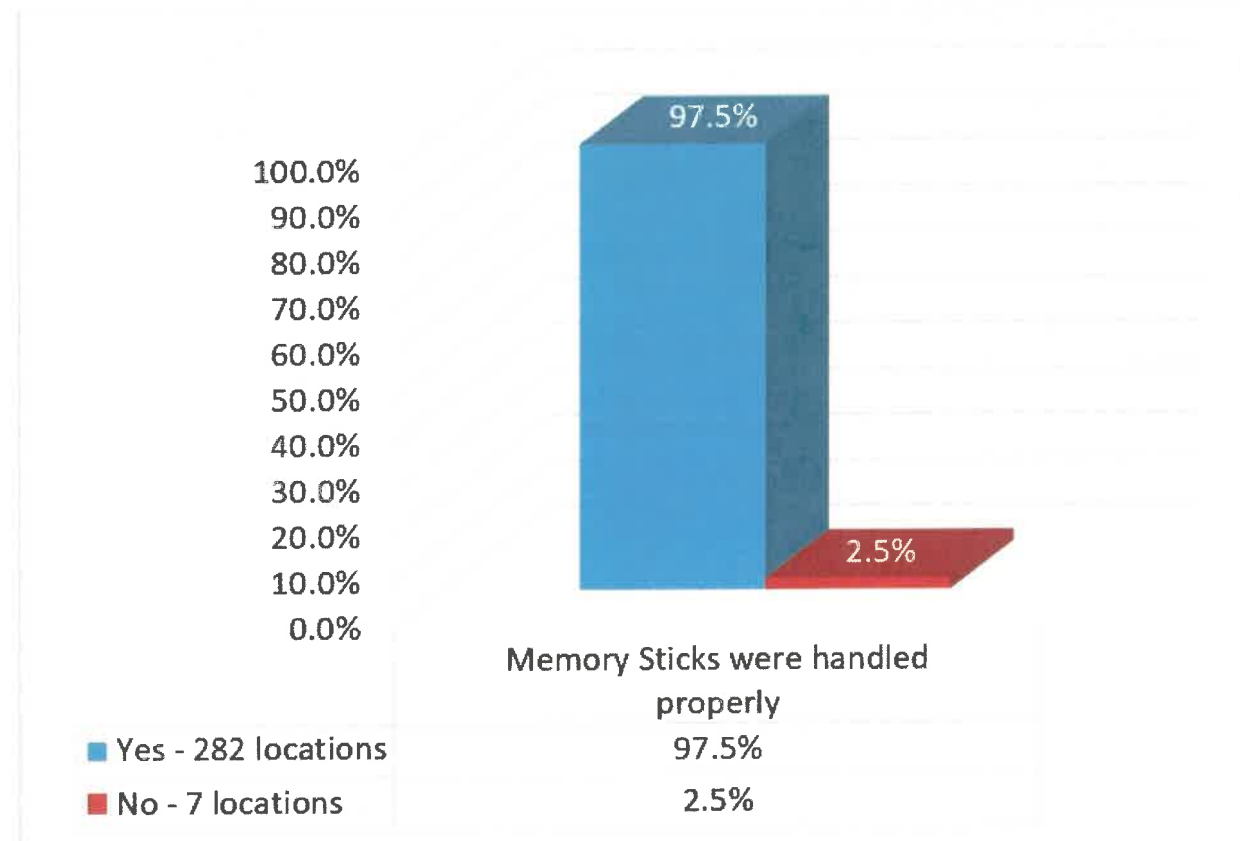
Were the EPB Clock-in procedures followed correctly?



Were procedures for opening Paper Pollbooks followed?



Were memory sticks handled properly?



Walk on
Agenda
Item

Resolution No. R2024-01-23-FIS-V

WHEREAS, the Cuyahoga County Fiscal Office (CCFO) requires the Cuyahoga County Board of Elections (CCBOE) to provide multiple documents to the CCFO to facilitate the procurement and subsequent accounts payable functions associated with CCBOE contracts for goods and services from vendors. The Resolution is necessary for the CCBOE to continue to provide for the usual operational services critical to election administration.

RESOLVED, that the Cuyahoga County Board of Elections hereby authorizes the Director, on behalf of the Board, to undertake all actions necessary to procure and subsequently pay the items identified as the annual license and maintenance fee for 10X University online ^{poll} worker training in an amount not to exceed \$30,000.00 (Invoice Attached).

RESOLVED, this Resolution shall take effect and be in force immediately upon receiving the affirmative vote of a quorum of members of the CCBOE. All formal actions of this Board relating to the adoption of this Resolution were adopted in an open meeting of the Board, open to the public, and in compliance with all legal requirements of the Ohio Revised Code.

FURTHER RESOLVED, the Director and Chair are authorized to authenticate this resolution upon adoption through their signatures thereon, and the Director is instructed to transmit copies of this resolution to those individuals deemed necessary to effectuate the intent of its adoption.

Board Meeting Date: January 23, 2024

Agenda Item: Fiscal Services _____ *WALK-ON*
Vendor: Tenex Software Solutions

Motion: (as presented on the agenda with any edits made during the meeting)

Motion made by: ----- *CHAIRMAN CURTIS*

Motion seconded by: ----- *BOARD MEMBER DAVIS CHAPPELL*

Henry F Curtis, IV, Chairman	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Inajo Davis Chappell, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay
Lisa M. Stickan, Member - <i>ABSENT</i>	<input type="checkbox"/> Yay	<input type="checkbox"/> Nay
Terence McCafferty, Member	<input checked="" type="checkbox"/> Yay	<input type="checkbox"/> Nay

Resolution adopted at the Cuyahoga County Board of Elections meeting on *23rd*,
JANUARY 2024

Signature of Chairman *Henry F Curtis, IV*

Signature of Director *[Signature]*