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THE FRANKLIN COUNTY BOARD OF ELECTIONS

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In Re: :

Regular Meeting :

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December 9, 2024

Before Chairman Douglas J. Preisse,  
Director Antone White, Deputy Director David Payne,  
Board Members, Kim Marinello, and Meredith  
Freedhoff, on Monday, December 9, 2024, commencing  
at approximately 3:09 p.m. and concluding at  
approximately 3:27 p.m.

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ALSO PRESENT:

- Erin Gibbons
- Brian Zagrocki, Counsel
- Carla Patton, Manager of Election Operations
- Patrick Harris, Manager of Logistics
- Matt Kelly, Absentee Manager

Audience

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*Higgins & Associates*  
*Court Reporting - Legal Video - Videoconference*  
*4889 Sinclair Road, Suite 102*  
*Columbus, Ohio 43229*  
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I N D E X

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P R O C E E D I N G S

- - -

DEPUTY DIRECTOR PAYNE: I will go ahead and take roll.

Kim Marinello.

MEMBER MARINELLO: Here.

Mike Sexton.

(No response.)

DEPUTY DIRECTOR PAYNE: Doug Preisse.

CHAIRMAN PREISSE: Here.

DEPUTY DIRECTOR PAYNE: And Meredith Freedhoff.

MEMBER FREEDHOFF: Here.

DEPUTY DIRECTOR PAYNE: We have a quorum.

The first item on the agenda is the audit for the November 5th, 2024, General Election. We started the audit last Wednesday. The Secretary of State was here on Thursday, as well as Chairman Preisse, to view our -- our audit; and then we finished late in the afternoon on -- on Friday.

So I'll call on Carla to give us a

1 report.

2 CARLA PATTON: Good afternoon.

3 Pursuant to Ohio Revised Code  
4 3505.331, as well as Directive 2024-22 issued by  
5 Secretary LaRose, and Chapter 11, Section 11.03 of  
6 the Election Official Manual, we conducted the  
7 Post-Election Audit of Election Results for the  
8 November 5, 2024, General Election.

9 We were required to hand count  
10 5 percent of the ballots cast in Franklin County  
11 for the offices of President and Vice-President of  
12 the United States, United States Senator, and the  
13 Franklin County Prosecuting Attorney. We hand  
14 counted 35,564 ballots, which was 5.02 percent of  
15 the ballots cast from 18 locations, 47 precincts,  
16 that were randomly selected at the November 20th,  
17 2024, Board meeting. Ballots hand counted included  
18 ballots from Absentee Mail and In-Person Absentee,  
19 (Early Voting), Provisionals and Election Day.  
20 Began the audit at 10 a.m. on Wednesday,  
21 December 4th, and it was concluded by 3 p.m. on  
22 Friday, December 6th.

23 As a result of the audit, there are  
24 a few minor changes. These changes are notated in

1 the report that is before you. The changes are:

2 In absentee mail, there were three  
3 less ballots than the official canvass due to three  
4 ballots being double scanned, two from one  
5 precinct, one from another. In addition to that,  
6 one ballot for prosecuting attorney's race had an  
7 undervote for the official. But upon review of the  
8 ballot, there was a mark outside of the oval for a  
9 partic- -- for John Rutan. Therefore, we are  
10 readjudicating that vote from undervote to  
11 John Rutan.

12 In the provisional ballots, we had  
13 one ballot that had an undervote reported for the  
14 President and Vice-President, as well as for the  
15 U.S. Senator for the official, but upon review  
16 there was a mark in the President's race outside of  
17 the oval for Donald J. Trump/J.D. Vance and a mark  
18 outside of the oval for Bernie Moreno. Therefore,  
19 we readjudicated those votes to the appropriate  
20 candidates.

21 On Election Day, there was  
22 one ballot that had a write-in vote for  
23 Claudia De La Cruz, who was a certified write-in.  
24 The write-in was inadvertently adjudicated as an

1 invalid write-in for the official. Therefore, we  
2 are reassigning that from the write -- from the  
3 invalids to a valid vote for Claudia De La Cruz.

4           Despite the changes that we've  
5 identified, our accuracy rate is 99.99 percent.  
6 This falls well within the accuracy rate prescribed  
7 by the Secretary of State LaRose, which is  
8 99.5 percent.

9           At this time, we would ask that you  
10 certify the amended results for the November 5th,  
11 2024, General Election based on the audit conducted  
12 by the staff members of the Franklin County Board  
13 of Elections.

14           MEMBER MARINELLO: Questions?

15           CHAIRMAN PREISSE: Questions for  
16 Carla?

17           You speak so fast because she's so  
18 smart, but our court reporter can't keep up, and  
19 neither can my ears.

20           How do you feel about it, Kim?

21           MEMBER MARINELLO: I feel that --

22           Thank you very much. I could  
23 understand every word.

24           I move that the Board accept the

1 amended results of the audit and declare as final  
2 the official canvass of voters -- of votes cast on  
3 the November 5th, 2024, General Election.

4 CHAIRMAN PREISSE: Second the  
5 motion.

6 DEPUTY DIRECTOR PAYNE: It's been  
7 properly moved and seconded.

8 All those in favor of the motion,  
9 significant by saying "aye."

10 (Vote taken.)

11 DEPUTY DIRECTOR PAYNE: All opposed,  
12 same sign.

13 (No response.)

14 DEPUTY DIRECTOR PAYNE: The motion  
15 carries.

16 The next item on the agenda --

17 DIRECTOR WHITE: Thanks, Carla.

18 MEMBER FRIEDHOFF: Thanks, Carla.

19 DEPUTY DIRECTOR PAYNE: The next  
20 item on the agenda is a contract from B. Fink  
21 Consulting.

22 And typically we would have our  
23 fiscal manager give the update on this, but she is  
24 on vacation in a foreign current, so Antone and I

1 will try to do this in her stead.

2 B. Fink is a consultant that we've  
3 had at least for eight years that I'm aware of, and  
4 they do chargebacks for subdivisions that push --  
5 put issues on the ballot.

6 So in 2025, we would ask them to  
7 perform the chargeback duties for the May primary,  
8 a Special Election, if we have that; and then the  
9 November election.

10 And, again, subdivisions are  
11 required to pay a portion of their -- their ballot  
12 costs. And the formula to do that in the past,  
13 we've had our fiscal managers prior to -- to do  
14 those, and we either didn't charge the entities  
15 enough or we charged them too much. And most of  
16 the large boards of elections use B. Fink  
17 Consulting to do their chargeback accounting.

18 So I don't know, Antone. Do you  
19 have anything to add?

20 DIRECTOR WHITE: No. That's fine.

21 CHAIRMAN PREISSE: You guys are  
22 satisfied with the services?

23 DIRECTOR WHITE: Yes.

24 CHAIRMAN PREISSE: And it's an



1 Ohio-based company?

2 DIRECTOR WHITE: Ah, yes. And  
3 they're very accurate in their calculations. In  
4 fact, they conduct training on this issue for our  
5 election officials during our conferences. So this  
6 is a highly respected consultant who knows how to  
7 make his calculations.

8 CHAIRMAN PREISSE: Is this an  
9 agreement, a contract that you guys review, as  
10 well?

11 MR. ZAGROCKI: From the prosecutor's  
12 office, we do.

13 CHAIRMAN PREISSE: Okay. There are  
14 no other questions.

15 I move that the Board authorize an  
16 expenditure of \$38,000 for B. Fink Consulting to  
17 determine the appropriate chargeback amounts for  
18 municipalities requesting elections.

19 MEMBER MARINELLO: Second.

20 DEPUTY DIRECTOR PAYNE: It's been  
21 properly moved and seconded.

22 All those in favor of the motion,  
23 signify by saying "aye."

24 (Vote taken.)

1 DEPUTY DIRECTOR PAYNE: All opposed,  
2 same sign.

3 (No response.)

4 DEPUTY DIRECTOR PAYNE: The motion  
5 carries.

6 The next item on the agenda is the  
7 E.E. Ward voting machine transport contract, which  
8 might explain why Patrick's all dressed up. I  
9 don't know if he's giving a report or we're turning  
10 that over to Antone, but I would imagine that  
11 Patrick will be here to answer any questions that  
12 the Board might have.

13 So, Antone.

14 DIRECTOR WHITE: Thank you, David.

15 So before you today is the renewal  
16 of our transportation contract. As you all know,  
17 one of our vital activities is to ensure the  
18 secured delivery our voting machines and supplies  
19 to our polling locations in preparation for each  
20 election.

21 Our current contract -- our current  
22 transportation contract is with long-time vendor  
23 E.E. Ward. The contract was signed in 2020 and  
24 provided for an initial one-year term with three

1 optional one-year extensions; and that is set to  
2 expire at the end of this year. During that  
3 period, we did utilize all contract extensions  
4 permitted to us under that contract.

5           So with the contract set to expire  
6 this year, we worked with the County Purchasing  
7 Department to create an RFP and to put the contract  
8 out to bid. Doing so allows us to evaluate bidders  
9 not just solely on price, but also quality of  
10 service and other general criterias, such as  
11 experience and references.

12           So working with the purchasing  
13 department, we were able to formally place the  
14 contract out for bid. And ultimately three  
15 companies submitted bid proposals, and one of them  
16 was our current contractor, E.E. Ward.

17           Each bid proposal was independently  
18 evaluated using the same set of criteria by our  
19 evaluation team, consisting of Patrick Harris, who  
20 leads our warehouse and logistics department,  
21 warehouse and logistic department supervisors,  
22 Lance Mingo, Frank Gill, our fiscal manager,  
23 Thu Nguyen, and Deputy Director David Payne.

24           So this team evaluated each bid

1 proposal; and after all scores were tallied,  
2 E.E. Ward scored the highest of the three submitted  
3 proposals.

4                   So today in front of you is the new  
5 contract, which has an initial one-year term for an  
6 amount not to exceed \$383,400, which will be  
7 effective January 1st, 2025, through December 1st,  
8 2025. And that will include an additional three  
9 option -- or three one-year options for extended  
10 service under the terms of the contract.

11                   So this contract is designed to set  
12 up for the transport of equipment and supplies for  
13 our locations and then back to the Board of  
14 Elections after the elections.

15                   Pending any questions, I would ask  
16 for your approval of this contract.

17                   CHAIRMAN PREISSE: We have worked  
18 with these guys for years and years and years.

19                   DIRECTOR WHITE: We have.

20                   And, Patrick, I don't know if you  
21 want to add anything in terms of our -- our  
22 relationship with this vendor and the work they've  
23 performed.

24                   PATRICK HARRIS: I think they're

1 great. I mean, they're so flexible. There's  
2 things that happen where a lot of times, you  
3 know --

4 CHAIRMAN PREISSE: Who owns them  
5 now? Is Brian Brooks or --

6 (Contemporaneous crosstalk.)

7 PATRICK HARRIS: No, they're  
8 wonderful to work with. They've been super  
9 flexible.

10 CHAIRMAN PREISSE: Okay. I've never  
11 heard anything but good -- for the last 15 years,  
12 good things about them, so glad to hear this.

13 DEPUTY DIRECTOR PAYNE: E.E. Ward  
14 was the answer to a question on jeopardy. They are  
15 the oldest minority contractor continually  
16 operating in the United States.

17 CHAIRMAN PREISSE: Wow. Pretty  
18 cool.

19 MEMBER MARINELLO: Wow.

20 CHAIRMAN PREISSE: Okay. I wonder  
21 if Meredith has a thought on this?

22 MEMBER FREEDHOFF: Chairman, I move  
23 that the Board authorize the expenditure of  
24 \$383,400 to E.E. Ward for the transport of voting

1 equipment to and from voting locations for use in  
2 the 2025 election cycle beginning January 1, 2025,  
3 through December 31st, 2025.

4 MEMBER MARINELLO: Second.

5 DEPUTY DIRECTOR PAYNE: It's been  
6 properly moved and seconded.

7 All those in favor of the motion,  
8 signify by saying "aye."

9 (Vote taken.)

10 DEPUTY DIRECTOR PAYNE: All opposed,  
11 same sign.

12 (No response.)

13 DEPUTY DIRECTOR PAYNE: The motion  
14 carries.

15 The next item on the agenda is the  
16 BlueCrest Maintenance contract.

17 And I'll turn that over to Matt, our  
18 absentee manager, to give us a report on that.

19 MATT KELLY: Thank you, David.

20 It's Matt Kelly, Absentee Manager.

21 Before you today is our annual  
22 service agreement that we have with our vendor  
23 BlueCrest. BlueCrest is the company that supplies  
24 us with our software, operational software for our

1 reliability inserter machine, as well as our  
2 Vantage Sorter that sorts the incoming ballots.  
3 The software, the machine maintenance, on-call  
4 service coverage, parts and labor are all included  
5 in this annual contract.

6 We signed the contract back in 2021.

7 What's before you today is the  
8 annual service portion of that contract that's been  
9 updated, and that is represented in Schedule B.

10 And that contract is for 100,002 --  
11 \$102,355.93. That represents a slight increase  
12 over 2024 of about \$2,398. So there was a slight  
13 increase from last year to this year.

14 If you remember back in, I believe  
15 it was, 2023, the contracts used to be aligned with  
16 the state fiscal budget, but we -- since we are  
17 operating on the county's fiscal calendar, we  
18 switched our agreement to start in January and run  
19 January 1st through December 31st. So this  
20 contract represents that, as well.

21 This contract, we're happy with the  
22 vendor. The vendor provides us not only preventive  
23 maintenance parts as part of this agreement, but it  
24 also comes -- it also comes with our licensing fees

1 and our labor coverage for our technician that we  
2 have on-site for each election.

3           It is very rare for us to go over  
4 the -- the allotment of 10 days of use of that  
5 technician. This year we did go over just a few  
6 hours because we had some weekend hours that we  
7 were processing ballots. Obviously, presidential  
8 years are busier years. But usually the ten days  
9 is -- is plenty of hours to have our technician  
10 on-site to do maintenance or to assist us with  
11 machine setup, software setup for each election.

12           CHAIRMAN PREISSE: The -- Where is  
13 replacement Schedule A?

14           MATT KELLY: I believe there are a  
15 few documents you have in front of you.

16           CHAIRMAN PREISSE: I beg your  
17 pardon?

18           MATT KELLY: I think there are a few  
19 documents in front of you, the original 2021  
20 document?

21           CHAIRMAN PREISSE: No.

22           But I just -- This two-page document  
23 has the Schedule B pricing, if I'm reading it  
24 correctly.



1                   DIRECTOR WHITE: Schedule A just  
2 lists the equipment that's covered under the  
3 contract. It's in the -- it's in the original  
4 contract.

5                   CHAIRMAN PREISSE: This equipment we  
6 already own?

7                   DIRECTOR WHITE: Yeah. Yeah. It's  
8 our Vantage Sorter and our -- the actual --

9                   MATT KELLY: Relia-Vote system.

10                  DIRECTOR WHITE: -- Relia-Vote  
11 system.

12                  MATT KELLY: And the equipment is  
13 the Vantage Sorter, is the other -- secondary piece  
14 of equipment. Right.

15                  CHAIRMAN PREISSE: Okay.

16                  MEMBER MARINELLO: I move that the  
17 Board authorize an expenditure of \$102,355.93 to  
18 BlueCrest for maintenance, parts, processing  
19 software, and annual licensing of our Relia-Vote  
20 machine for the 2025 election cycle beginning  
21 January 1st, 2025, through December 31st, 2025.

22                  CHAIRMAN PREISSE: Doug Preisse.  
23 Second the motion.

24                  DEPUTY DIRECTOR PAYNE: It's been

1 properly moved and seconded.

2 All those in favor of the motion,  
3 signify by saying "aye."

4 (Vote taken.)

5 DEPUTY DIRECTOR PAYNE: All opposed,  
6 same sign.

7 (No response.)

8 DEPUTY DIRECTOR PAYNE: The motion  
9 carries.

10 The next item on the agenda are to  
11 discuss holiday hours.

12 In the past, the Board has seen fit  
13 to grant the full-time employees 24 hours of time  
14 to take off during the Christmas holiday season.  
15 And Antone and I got together and, if the Board is  
16 inclined to do that again, I think we would propose  
17 the dates of December 24th, December 26th, and  
18 December 27th for full-time employees to enjoy time  
19 with their family and celebrate the holiday season.

20 CHAIRMAN PREISSE: Those -- What  
21 days of the week are those? I should know that  
22 already.

23 DEPUTY DIRECTOR PAYNE: That would  
24 be Tuesday is the 24th; Wednesday is the 26th;

1 Thursday, the 25th, we would al- -- already have  
2 off; and then Friday, the 27th.

3 CHAIRMAN PREISSE: Say that again.

4 DEPUTY DIRECTOR PAYNE: Tuesday,  
5 Wednesday, and Friday. And we would already have  
6 the 25th, which is Thursday.

7 CHAIRMAN PREISSE: The 24th is a --  
8 is a Tuesday?

9 MEMBER FREEDHOFF: So, then, the  
10 25th is Wednesday.

11 CHAIRMAN PREISSE: Yeah. You didn't  
12 say that.

13 DEPUTY DIRECTOR PAYNE: Oh, I'm  
14 sorry.

15 CHAIRMAN PREISSE: That's okay.

16 DEPUTY DIRECTOR PAYNE: 25th is  
17 Wednesday.

18 CHAIRMAN PREISSE: Okay. Gotcha.  
19 Understood.

20 Okay. I move that the Board grant  
21 24 holiday hours for full-time Franklin County  
22 Board of Elections employees. The holiday hours  
23 must be used on December 24, December 26, and  
24 December 27, 2024.

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MEMBER MARINELLO: Second.

DEPUTY DIRECTOR PAYNE: It's been properly moved and seconded.

All those in favor of the motion, signify by saying "aye."

(Vote taken.)

DEPUTY DIRECTOR PAYNE: All opposed, same sign.

(No response.)

CHAIRMAN PREISSE: Move to adjourn.

MEMBER MARINELLO: Second.

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Thereupon, the meeting concluded at approximately 3:27 p.m.

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C E R T I F I C A T E

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THE STATE OF OHIO:

SS:

COUNTY OF FRANKLIN:

I, Beth A. Higgins, a Professional Reporter and Notary Public in and for the State of Ohio, do hereby certify that the foregoing is a true, correct, and complete written transcript of the proceedings in this matter;

That the foregoing was taken by me stenographically and transcribed by me with computer-aided transcription;

That the foregoing occurred at the aforementioned time and place;

That I am not an attorney for or relative of either party and have no interest whatsoever in the event of this litigation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office at Columbus, Ohio, this 22nd of December, 2024.

/s/Beth A. Higgins \_\_\_\_\_  
Notary Public, State of Ohio

My Commission Expires: July 16, 2025.

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