

IN THE COURT OF CLAIMS OF OHIO

KRISTIN ALLEN

Requester

v.

CITY OF SIDNEY, et al.

Respondents

Case No. 2026-00233PQ

Special Master Sarah Pierce

REPORT AND RECOMMENDATION

{¶1} This matter is before me for a report and recommendation. R.C. 2743.75(F). I recommend that the court (1) order respondent City of Sidney to reimburse requester’s filing fee, (2) order respondent City of Sidney to pay the balance of costs of this case, and (3) deny all other relief requested by the parties.

I. Background

{¶2} This case concerns an agreement between the City of Sidney and Amazon Data Services, Inc. to develop a 240-acre site along West Millcreek Road. *City Not. of Responsive Records, filed May 19, 2026*, p. 4. The property is to be developed into a data center campus. *Id.*

A. The public-records request

{¶3} In late 2025, Requester Kristin Allen made several public-records requests to Respondent City of Sidney related to the development project.¹ *City Not. of Resp. Evidence, filed May 19, 2026*, p. 5 ¶ 4 (Aff. of Records Custodian). In particular, on December 10, 2025, Requester asked for two items: “SWOT analysis” regarding the

¹ In the emails between Requester and the City regarding her public-records requests, the parties refer to the development project using a variety of language and acronyms. All parties appear to understand that these public-records requests relate to the data center development project at the West Millcreek Road site. For the reader’s convenience, I will modify the varying language of the public-records requests to refer to that particular “development project.”

development project and “[t]he development agreement [regarding the development project], in its entirety with addendums.” *Req. Evidence, filed May 19, 2026*, p. 3. On January 7, 2026, Requester followed up on that request, noting that she had not received a copy of “the draft and final versions of the development, utility, and related agreements associated with the [development project].” *Req. Ev.*, p. 4.

{¶4} On January 9, 2026, Requester emailed the City to “further clarify and narrow the remaining records I’m seeking[.]” *Req. Ev.*, p. 7. Requester specified that, “[a]t this point, I am requesting only the following specific items[.]” to include

- Any draft development agreements and/or draft utility service agreements exchanged between the City and the developer (or its representatives), in any form, that were used or considered during negotiations or decision-making related to the proposed project [and]
- Any draft site plans, concept plans, or preliminary layout plans for the proposed project that were shared with, reviewed by, or used by City staff or officials in connection with negotiations, infrastructure planning, zoning review, or other decision-making.

Req. Ev., p. 7.

{¶5} On January 23, 2026, Requester contacted the City again to “follow[] up” on her public-records request. *Req. Ev.*, p. 8. Requester stated that she is “requesting an electronic copy of the site plan and all associated records for [the development project.]” *Id.*

{¶6} As of the date her complaint was filed, Requester alleged she still had not received three items related to the development project: 1) the project draft site plan, 2) draft utilities agreement, and 3) draft development agreement. *Complaint, filed Mar. 16, 2026*, p. 1.

{¶7} On April 10, 2026, the City provided a redacted copy of the development agreement for the project. *Req. Ev.*, p. 9-39; *City Not. of Resp. Ev.*, p. 5 ¶ 11. On April 17, 2026, the City provided a copy of the water and sewer agreement for the project. *Req. Ev.*, p. 40-50; *City Not. of Resp. Ev.*, p. 5 ¶ 12.

B. Procedural history

{¶8} This matter was referred to mediation. *Notice, entered Mar. 20, 2026*. When mediation did not resolve all issues, I returned the case to my docket and issued a schedule for the parties to provide evidence and briefing in support of their positions. *Order Terminating Mediation, entered May 5, 2026*.

{¶9} On May 26, 2026, Amazon Data Services, Inc. filed a motion to intervene in the case. *Mot. to Intervene, filed May 26, 2026*. Requester objected to the proposed intervention. *Req. Mem. Opp. Mot. to Intervene, filed May 26, 2026*. The City did not object and joined Amazon in a motion to extend the case schedule. *Joint Mot. for Extension, filed May 26, 2026*.

{¶10} On June 3, 2026, I held a status conference with all parties, including Amazon, to discuss case management. Following that status conference, I stayed all pending deadlines in the case to permit resolution of the motion to intervene. *Entry, entered June 4, 2026*.

{¶11} On June 9, 2026, I granted the motion to intervene and Amazon was added to the case as a respondent. *Entry and Order on Mot. to Intervene, entered Jun. 9, 2026*. That entry and order is incorporated into this report and recommendation. I also modified the case schedule to permit evidence and briefing by Amazon, and a reply opportunity for Requester. *Order Modifying Case Schedule, entered Jun. 9, 2026*. That schedule has run its course, making this case ripe for decision.

II. Analysis

A. Requester is not entitled to production of the site plan.

{¶12} The parties' remaining production dispute in this case revolves around the request for the "draft site plan." See *Compl.*, p. 1; *Req. Reply, filed Jul. 7, 2026*, p. 2 ("The remaining dispute concerns the Site Plan."). While this case was in mediation, the City provided Requester with a copy of the development agreement and water and sewer agreement related to the development project. *City Mot. to Dismiss, filed May 29, 2026*,

p. 8-9.² Requester now argues only for the further production of the site plan related to the development project.

{¶13} To compel production of public records through Revised Code 2743.75, a requester must “plead and prove facts” demonstrating a request for “an identifiable public record” and the public office’s denial of that request. *Welsh-Huggins v. Jefferson Cty. Prosecutor’s Office*, 2020-Ohio-5371, ¶ 26.

{¶14} **Operative public-records request.** On January 9, 2026, Requester submitted a public-records request for “[a]ny draft site plans” related to the development project. On January 23, 2026, Requester submitted a public-records request for an “electronic copy of the site plan” related to the development project. In general, a public-records request is superseded by a subsequent request that modifies the original request. *Schaffer v. Ohio State Univ.*, 2024-Ohio-2185, ¶ 56, adopted 2024-Ohio-2625 (Ct. of Cl.).

{¶15} On January 22, 2026, the City received a site plan related to the development project. *City Not. of Resp. Ev.*, p. 5 ¶ 10; *City MTD*, p. 8. On the same date, the City forwarded the site plan for legal review regarding its public-record status. *City Not. of Resp. Ev.*, p. 5 ¶ 10. On January 23 2026, the City informed Requester that it had received a site plan and had sent it for legal review. *City Not. of Resp. Ev.*, p. 5 ¶ 10; *City MTD*, p. 9.

{¶16} On May 21, 2026, the City filed under seal an unredacted copy of a 127-page “site construction plan” for the development project. See *City Not. of Filing Under Seal, filed May 19, 2026*; *City Index, filed May 19, 2026*. Amazon notes that the site plan is a draft document that “continues to be updated.” *Amazon Mot. to Dismiss, filed Jun. 23, 2026*, p. 18 ¶ 8 (Aff.).

{¶17} Based on this record, I conclude that the site plan filed under seal in this case is the record responsive to Requester’s January 23, 2026, request for an “electronic copy of the site plan.” I also conclude that Requester seeks to compel production of an

² The motions to dismiss filed by the City and Amazon are addressed in this report and recommendation as a response to the complaint, pursuant to *Hicks v. Newtown*, 2018-Ohio-1540, ¶ 13 (Ct. of Cl.).

unredacted copy of that site plan. This report and recommendation addresses Requester's right to receive an unredacted copy of that site plan.

{¶18} **Status as record per R.C. 149.011(G).** The City and Amazon first argue that the site plan is not a record as defined by R.C. 149.011(G). *City MTD*, p. 10; *Amazon MTD*, p. 7-8.

{¶19} I disagree. To establish that the site plan is a record, Requester must show, by clear and convincing evidence, that it is (1) a document, (2) created or received by or coming under the jurisdiction of the City, (3) which serves to document the organization, etc. of the City. R.C. 149.011(G); see also *Hicks v. Union Twp. Clermont Cty. Bd. of Trustees*, 2024-Ohio-5449, ¶ 15. None of these elements are contested. The site plan was filed under seal for in camera review. After reviewing that filing, I conclude that the site plan is, indeed, a document. The site plan was received by the City. See *City Not. of Resp. Ev.*, p. 5 ¶ 10; *City MTD*, p. 8. The site plan documents the development of property within the City. I therefore find that the site plan is a record as defined in R.C. 149.011(G).

{¶20} The City and Amazon argue, however, that “preliminary drafts” are never records of a public office, citing to two cases: *State ex rel. Bardwell v. Cuyahoga Cty. Bd. of Comms.*, 2009-Ohio-3273 (8th Dist.) and *State ex rel. Benesch, Friedlander, Coplan & Aronoff, LLP v. City of Rossford*, 140 Ohio App. 3d 149 (6th Dist. 2000). *City MTD*, p. 10-11; *Amazon MTD*, p. 7. Again, I disagree. Both *Bardwell* and *Benesch* examine whether preliminary drafts, exchanged between attorneys, are subject to the attorney-client privilege. Both cases concluded that the disputed records were, in fact, subject to the attorney-client privilege. *Bardwell* at ¶ 17; *Benesch* at 151. In Ohio, “records” and “public records” are defined expansively to support government transparency. See *Kish v. City of Akron*, 2006-Ohio-1244, ¶ 20; *Hurt v. Liberty Twp.*, 2017-Ohio-7820, ¶ 69-78 (5th Dist.). In particular, the Supreme Court of Ohio has noted that “[a] document need not be in final form to meet the statutory definition of ‘record.’” *Kish* at ¶ 25 (citations omitted); see also *State ex rel. Carr v. London Corr. Inst.*, 2015-Ohio-2363, ¶ 37 (noting “a draft is not necessarily excluded from the definition of a public record” and drafts may reveal “slight” differences in document versions). A rule that “preliminary drafts” are never public records contradicts this principle.

{¶21} In further support of this position, the City argues that R.C. 9.66(D) protects the site plan from release. *City MTD*, p. 11. Revised Code 9.66(D) became effective March 20, 2026. See 2025 Sub.H.B. No. 184. I apply the law that existed on the date the public-records request at issue was made. See *State ex rel. Cordell v. Paden*, 2019-Ohio-1216, ¶ 11. The operative public-records request was made before the effective date of this statute. Revised Code 9.66(D) is therefore not applicable to the public-records request at issue in this case. Further, I find no authority for the proposition that the “legislative intent” of a public-records exception should be applied to an R.C. 149.011(G) determination.

{¶22} **Trade secret exception.** The City and Amazon also argue that the site plan was correctly withheld as a trade secret. *City MTD*, p. 11; *Amazon MTD*, 8-10. If records are withheld from release based on a public-records exception, the public office must “prove facts clearly establishing the applicability of the exception.” *Welsh-Huggins*, 2020-Ohio-5371, ¶ 27. The public office “does not meet [its] burden if it has not proven that the requested records fall squarely within the exception,” and courts “resolve any doubt in favor of disclosure.” (Cleaned up.) *Id.* at ¶ 27. The public office must produce extrinsic evidence if the applicability of the exception is “not obviously apparent and manifest just from the content of the record itself[.]” *Id.* at ¶ 35. “Unsupported conclusory statements in an affidavit are insufficient.” *Id.* at ¶ 35.

{¶23} Trade secrets are exempt from public-records disclosure. R.C. 149.43(A)(1)(v), 1333.61(D); *Salemi v. Cleveland Metroparks*, 2016-Ohio-1192, ¶ 23. The entity claiming trade-secret protection has the burden of establishing the applicability of the exception. *Id.*; see also *State ex rel. Luken v. Corp. for Findlay Market of Cincinnati*, 2013-Ohio-1532, ¶ 18. Ohio courts evaluate a trade-secret claim by analyzing the following factors:

- (1) The extent to which the information is known outside the business;
- (2) the extent to which it is known to those inside the business, i.e., by the employees;
- (3) the precautions taken by the holder of the trade secret to guard the secrecy of the information;
- (4) the savings effected and the value to the holder in having the information as against competitors;
- (5) the amount of effort or money expended in obtaining and developing the

information; and (6) the amount of time and expense it would take for others to acquire and duplicate the information.

(Cleaned up.) *Salemi* at ¶ 25.

{¶24} Amazon introduces evidence to support the trade-secret status of the site plan. *Amazon MTD*, p. 17-22. Amazon primarily relies upon the affidavit of an Amazon employee currently employed as a “Level 6 Cluster Security Manager.” *Id.*, ¶ 7. This position includes “responsib[ility] for developing and leading data center security strategy and operations for Amazon in Ohio, including for the [Sidney, Ohio] data center campus.” *Id.* The employee also avers that he has approximately 10 years of prior experience working in various security-related roles for Amazon data centers. *Id.*, ¶ 4-6.

{¶25} The employee avers that the site plan contains information about “how buildings are arranged on the Site, where servers and racks may be located within those buildings, and how fiber optic, electrical, mechanical, water, sewer, and plumbing systems are structured to support the Site” and also includes “information about the Site’s security systems, including access points, guard station locations, fence locations and ratings, and lighting coverage.” *Id.*, ¶ 11-12.

{¶26} The employee generally avers that “Amazon has invested substantial effort, time, and money into developing and protecting confidential and proprietary information in the Site Plan” and that the site plan contains information that “is the result of years of research and strategy by Amazon employees, and negotiation and planning with the City and other business partners, among other efforts to develop the configuration and connection of the various critical systems for the Site.” *Id.*, ¶ 15-16. The employee concludes that, “If another company were to try to create the same Confidential Information on its own, it would take that company the same, if not more, effort, time, and money as it took Amazon.” *Id.*, ¶ 18.

{¶27} The employee also lists measures taken by Amazon to limit disclosure of the site plan. Amazon requires non-disclosure agreements before access is granted to the site plan, limits disclosure to employees and vendors on a “need to know” basis, requires employees to use “Amazon-issued computers” with additional digital security to access the site plan off-premises, and requires employees and vendors to use badges and PIN codes to access site plan information while on-premises. *Id.*, ¶ 20-25.

{¶28} On review of the site plan, I note that the records do contain information about these elements of the development project’s physical layout. The site plan is a proposed construction plan—it details, among other things, the boundaries of the property, easements, existing physical features, proposed construction routing and screening, proposed grading, proposed stormwater management, proposed structures (including the main buildings, security fence, and lights), proposed fire protection and response vehicle access, proposed parking, supporting utilities and infrastructure installation, and landscaping. From the face of the records and Amazon’s affidavit evidence, the site plan details Amazon’s work with engineering and surveying vendors to compile a construction plan for the development project. There is no indication that this information is generally known or available outside of Amazon.

{¶29} Amazon has also submitted specific affidavit evidence to detail the steps taken to keep this information secure, including contractual requirements, digital protections, and physical security. Amazon’s affidavit evidence generally concludes that disclosure of the site plan could allow “Amazon’s competitors [to] copy the information, use it, and unfairly profit off of it when developing their own data centers or similar services without having to invest the same effort, time, and money as Amazon did to create and protect it.” *Id.*, ¶ 31. While this statement is arguably conclusory on this point, I find it reasonable to conclude that public disclosure of the site plan could allow other persons to “obtain economic value from its disclosure or use.” R.C. 1333.61(D). The site plan contains Amazon’s strategy for development of a commercial data center campus at that site. Public disclosure of that strategy would permit a competitor to use it for their own advantage.

{¶30} For these reasons, I recommend that the court find that the City correctly withheld the site plan as a trade secret pursuant to R.C. 149.43(A)(1)(v) and 1333.61, et seq. Requester is therefore not entitled to further production of the site plan filed under seal in this case.

B. The City did not provide records within a reasonable time.

{¶31} Requester also argues that the City failed to produce records within a reasonable time. See *Compl.*, p. 1; *Entry and Order*, entered Jun. 4, 2026. “The primary duty of a public office when it has received a public-records request is to promptly provide

any responsive records within a reasonable amount of time and when a records request is denied, to inform the requester of that denial and provide the reasons for that denial.” *State ex rel. Cordell v. Paden*, 2019-Ohio-1216, ¶ 11. Whether a public office has provided records within a reasonable time depends upon all the pertinent facts and circumstances of the case. *Id.* at ¶ 12. The requester bears the burden of demonstrating that a public office’s response was unreasonably delayed. *Id.*; *Diebert v. Lafferty*, 2022-Ohio-2919, ¶ 28 (same), adopted 2022-Ohio-3052 (Ct. of Cl.).

{¶32} The City argues that it provided the remaining records responsive to Requester’s public-records requests by April 20, 2026. *City MTD*, p. 9. These records included the development agreement, produced on April 10, 2026 with limited redactions, and the water and sewer agreement for the project, produced April 17, 2026 with no redactions. *City Not. of Resp. Ev.*, p. 5 ¶ 11-12.

{¶33} Generally, public offices are allowed more time to respond to requests that involve large volumes of records or intensive legal review and redaction. See *State ex rel. Shaughnessy v. City of Cleveland*, 2016-Ohio-8447, ¶ 14; *Easton Telecom Servs., L.L.C. v. Village of Woodmere*, 2019-Ohio-3282, ¶ 46-49 (8th Dist.); *Miller v. Ohio Dept. of Education*, 2016-Ohio-8534, ¶ 8 (10th Dist.); *State ex rel. Ware v. Bur. of Sentence Computation*, 2022-Ohio-3562, ¶ 19 (10th Dist.). That is not the case here. The City argues that it “produced all responsive records for the December 10, 2025 PRR on April 10, 2026” and that “[o]n April 17, 2026, the City produced all responsive records for the January 9, 2026 Modified PRR in its possession.” *City MTD*, p. 2 (citing to evidence). On this record, the City took approximately 14 to 18 weeks to provide two contracts, with limited redactions, to Requester. There is evidence to suggest that the City was completing other records requests for Requester around this time. See *City MTD*, p. 11-13 (citing evidence). But there is no evidence to indicate how or if these requests impacted the City’s responses at issue in this case.

{¶34} On these facts, I recommend that the court find that the City did not provide the development agreement and water and sewer agreement in a reasonable time.

C. Costs.

{¶35} Revised Code 2743.75(F)(3)(b) provides that the court shall award a requester their filing fee and “any other costs associated with the action” if it finds a

violation of the Public Records Act. Because I find that the City did not provide certain records within a reasonable time, I recommend that the City reimburse Requester's filing fee and bear the remaining costs of this case.

III. Conclusion

{¶36} Based on the above considerations, I recommend that the court:

- 1) Order respondent City of Sidney to reimburse requester's filing fee;
- 2) Order respondent City of Sidney to pay the balance of costs of this case;

and

- 3) Deny all other relief requested by the parties.

{¶37} *Pursuant to R.C. 2743.75(F)(2), either party may file a written objection with the clerk of the Court of Claims of Ohio within seven (7) business days after receiving this report and recommendation. Any objection shall be specific and state with particularity all grounds for the objection. A party shall not assign as error on appeal the court's adoption of any factual findings or legal conclusions in this report and recommendation unless a timely objection was filed thereto. R.C. 2743.75(G)(1).*

SARAH PIERCE
Special Master

Filed July 27, 2026

Sent to S.C. Reporter 8/31/26