

COMMISSIONERS JOURNAL NO. 82 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 5, 2025

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION
ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Barb Lewis, President
Jeff Benton, Vice President
Gary Merrell, Commissioner

1
RESOLUTION NO. 25-315

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS
FROM REGULAR MEETING HELD APRIL 28, 2025:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on April 28, 2025; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

2
PUBLIC COMMENT

Gregory Lambert – Heather Ridge Retention Pond concerns.

3
RESOLUTION NO. 25-316

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0502 AND MEMO TRANSFERS
IN BATCH NUMBERS MTAPR 0502:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR 0502, memo transfers in batch numbers MTAPR 0502 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
(P2501143) XYLEM	SRF Operations & Maintenance	66211900-5228	\$15,000.00
(P2501024) FCFC Reim	FCFC Flexible Funding Pool	70161608-5348	\$6,000.00

PR Number	Vendor Name	Line Description	Account	Amount
R2502883	BKM CONSTRUCTION LLC	STEPS SIDEWALK REPLACEMENTS - VARIOUS BUILDINGS	40111402 - 5228	\$ 18,009.48
R2502883	BKM CONSTRUCTION LLC	SIDEWALK PARKING REPLACEMENTS - VARIOUS BUILDINGS	40111402 - 5403	\$ 54,143.10
R2502979	UNIVERSAL PROTECTION LLC	SECURITY SERVICE	10011102 - 5301	\$ 700,000.00
R2502997	ORACLE ELEVATOR HOLDCO INC	DUMBWAITER REPAIRS	66211900 - 5328	\$ 7,400.00
R2502999	MINE SAFETY APPLIANCES COMPANY	GAS MONITOR CONTROLLER	66211900 - 5450	\$ 7,273.00
R2503012	ELITAIRE LLC	COOLING TOWER REPAIRS - CARNEGIE	40111402 - 5410	\$ 23,000.00
R2503029	XYLEM WATER SOLUTIONS USA INC	FLYGT PUMP	66211900 - 5450	\$ 15,477.90
R2503031	EMS REFUNDS	QMC PATIENT REFUNDS	10011303 - 5319	\$ 55,000.00

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

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RESOLUTION NO. 25-317

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

The Emergency Services Department is requesting that Jeff Fishel, Jeremy Miller, Justin Lowry, Jarrod Tupps, Shawn Coontz, Josh Harper and Sam Moore attend the EMS World Expo in Indianapolis, IN from October 21-24, 2025 at the cost of \$7,365.00.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

5
RESOLUTION NO. 25-318

IN THE MATTER OF A NEW LIQUOR LICENSE FROM SPORTS BAR LLC DBA LIBERTY STATION SPORTS BAR & PATIO, AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following resolution:

WHEREAS, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a request for a new D5 and D6 license from Sports Bar LLC dba Liberty Station Sports Bar & Patio, located at 4060 Presidential Parkway, Liberty Township, Powell, Ohio 43065; and
WHEREAS, the Delaware County Board of Commissioners has found no reason to file an objection;

NOW, THEREFORE, BE IT RESOLVED that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

6
RESOLUTION NO. 25-319

IN THE MATTER OF CONSENTING TO BERKSHIRE TOWNSHIP’S PROPOSED USE OF TAX INCREMENT FINANCING SERVICE PAYMENTS FROM THE PROPERTY OWNED BY M20 REALTY, LLC:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, on February 16, 2023, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 23-137, approving an Intergovernmental Cooperation Agreement with Berkshire Township (the “Agreement”); and

WHEREAS, pursuant to Section 3(a) of the Agreement, Berkshire Township agreed to commit not less than fifty percent of the service payments in lieu of taxes that it receives from certain tax increment financing (TIF) areas to pay the costs, or debt service due on debt issued to pay the costs, of the new interchange at I-71 or any other public infrastructure improvements that the Board determines, in its sole discretion, are necessary to connect the interchange to the existing roadway network; and

WHEREAS, M20 Realty, LLC, currently owns real property assigned future Parcel Number 417-230-01-005-001 (the “Property”) and is developing the Property for commercial purposes, including the Mercedes-Benz of North Columbus development; and

WHEREAS, the Property is within a TIF area subject to the Agreement, and Berkshire Township has requested the Board’s consent to apply one hundred percent of the service payments in lieu of taxes generated from the Property to pay for certain public infrastructure improvements, including improvements to US36/SR37 and an extension of Rider Road;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that:

Section 1. The Board hereby determines that the improvements to US36/SR37 and the extension of Rider Road (collectively, the “Improvements”) constitute public infrastructure improvements that are necessary to connect the new interchange at I-71 to the existing roadway network. Therefore, the Board consents to Berkshire Township’s use of the TIF service payments generated from the Property and committed under the Agreement to pay or reimburse the costs, or debt service due on debt issued to pay the costs, of the Improvements.

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Section 2. The Board hereby directs the Clerk of the Board to certify a copy of this Resolution to the Berkshire Township Board of Trustees.

Section 3. The Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 4. This Resolution shall take effect immediately upon adoption.

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

7
RESOLUTION NO. 25-320

IN THE MATTER OF ACCEPTING THE SUBGRANT AWARD OF THE LEAP FORWARD GRANT FOR THE SHERIFF’S OFFICE AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, the Delaware County Sheriff’s Office has been awarded the LEAP Forward Grant (the “Grant”); and

WHEREAS, the Grant is part of the Ohio Drug Law Enforcement Fund; and

WHEREAS, the County Administrator is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining the County Administrator as the designated official; and

WHEREAS, approval of the Subgrant Award Agreement is a necessary component of accepting the Subgrant Award for the LEAP Forward Grant;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County, State of Ohio, that:

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	LEAP Forward Grant 2024-DL-LEF-1532	
Source:	Ohio Office of Criminal Justice Services/Ohio Drug Law Enforcement	
Grant Award Period:	07/01/2025 to 06/30/2026	
OCJS Funds Amount:	\$104,633.10	75%
Cash Match:	\$ 34,877.70	25%
Inkind Match:	<u>\$ 0.00</u>	<u>0%</u>
Total Grant Amount:	\$139,510.80	100%

Section 2. The Board hereby approves the Subgrant Award Agreement with the Ohio Office of Criminal Justice Services/Ohio Drug Law Enforcement for the LEAP Forward Grant.

Section 3. The Board hereby authorizes the County Administrator to execute the Subgrant Award Agreement on behalf of the Board.

Section 4. The Board hereby authorizes the County Administrator to act as the county chief executive officer and execute standard assurances and compliance certificates for the grant.

Section 5. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

8
RESOLUTION NO. 25-321

IN THE MATTER OF APPROVING AN OWNER’S AGREEMENT FOR NORTHSTAR PRESTWICK ROAD PHASE 2:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

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WHEREAS, the Engineer recommends approving the Owner's Agreement for Northstar Prestwick Road Phase 2; and

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner's Agreement for Northstar Prestwick Road Phase 2.

**OWNER'S AGREEMENT
PROJECT NUMBER: 24047**

THIS AGREEMENT, executed on this 5th day of May, 2025, between Northstar Residential Development LLC, hereinafter called "OWNER" and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS), for the project described as Northstar Prestwick Road Ph 2 further identified as Project Number 24047 is governed by the following considerations to wit:

Said OWNER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Delaware County Design, Construction and Surveying Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless Delaware County and all Townships and/or Villages within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this AGREEMENT is executed by the COUNTY COMMISSIONERS.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the AGREEMENT, the OWNER shall deposit Forty Thousand Dollars and No Cents (\$40,000.00) estimated to be necessary to pay the cost of inspection by the Delaware County Engineer. When the fund has been depleted to ten percent (10%) of the original amount deposited, the OWNER shall replenish the account upon notice by the Engineer. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of one year. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in Exhibit "A" for said maintenance. The reduction may be approved only after the County Engineer has been provided evidence that all work has been accomplished according to the approved plan and/or to the County Engineer's satisfaction. All work is to be done in accordance with the Delaware County Design, Construction and Surveying Standards, and any supplements thereto.

Acceptance of the project into the public system shall be completed only after written notice to the COUNTY COMMISSIONERS from the County Engineer of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the COUNTY COMMISSIONERS.

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Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the AGREEMENT shall be made available to the County Engineer to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the COUNTY COMMISSIONERS, as required, “as-built” drawings of the improvements, which plans shall become the property of the COUNTY and remain in the office of the Delaware County Engineer.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the COUNTY COMMISSIONERS an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless Delaware County and all Townships and/or Villages within and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER’S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this AGREEMENT.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

9
RESOLUTION NO. 25-322

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following work permits:

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMIT#	APPLICANT	LOCATION	TYPE OF WORK
UT2025-0101	SPECTRUM	HYATTS RD	ROAD BORE
UT2025-0102	SPD PERMITTING	LEONARDSBURG & MCCURDY RD	ROAD BORE
UT2025-0103	CINCINNATI BELL	HOME RD	FIBER OPTIC CABLE
UT2025-0104	TEAM FISHEL	BALE KENYON RD	PLACE HDPE
UT2025-0105	CINCINNATI BELL	VARIOUS	DIRECTIONAL BORING
UT2025-0106	AT&T	LIBERTY RD	BORE & PLACE FIBER
UT2025-0107	CINCINNATI BELL	VARIOUS	INSTALL FIBER OPTIC
UT2025-0108	FRONTIER	HARRIOTT RD	PLACE SERVICE DROP
UT2025-0109	SPD PERMITTING	BRADFORD CT	ROAD BORE
UT2025-0110	CINCINNATI BELL	VARIOUS	DIRECTIONAL BORING
UT2025-0111	CINCINNATI BELL	HOME RD	INSTALL FIBER OPTIC
UT2025-0112	AEP	TROY & HILLS MILLER RDS	DIRECTIONAL BORE
UT2025-0113	SPECTRUM	RUTHERFORD RD	POWER SUPPLY CABINET

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

10
RESOLUTION NO. 25-323

IN THE MATTER OF ACCEPTING IMPROVEMENTS WITHIN THE PROJECT KNOWN AS
SUNBURY ROAD WIDENING FOR MILLER FARMS AND RELEASING THE CONSTRUCTION
BOND:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, on September 9, 2024, the Board of County Commissioners (the “Board”) entered into an Owner’s Agreement with M/I Homes of Central Ohio, LLC (the “Owner”) for the project known as Sunbury Road Widening for Miller Farms (the “Improvement”); and

WHEREAS, the County Engineer has inspected the Improvement and finds it to be constructed in accordance

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with approved plans; and

WHEREAS, the County Engineer recommends the Board accept the Improvement in accordance with the Owner’s Agreement and release the construction bond to the Owner;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, Ohio, hereby accepts the Improvement made for Sunbury Road Widening for Miller Farms in accordance with the Owner’s Agreement and releases the construction bond to the Owner.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

11
RESOLUTION NO. 25-324

IN THE MATTER OF APPROVING AN EMPLOYER SOLUTIONS AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY EMERGENCY MEDICAL SERVICES, AND OHIOHEALTH CORPORATION FOR WELLNESS / EMPLOYEE HEALTH PROGRAM SERVICES:

It was moved by Mr. Merrell, seconded by Mr. Benton, to approve the following:

WHEREAS, the Delaware County Board of Commissioners (the “Board”) requested competitive sealed proposals from qualified offerors for Delaware County emergency medical services occupational health and wellness services, pursuant to section 307.862 of the Revised Code; and

WHEREAS, on April 3, 2025, the Board adopted Resolution No. 25-214, ranking the proposals submitted, determining Ohio Health’s proposal to be the most advantageous to Delaware County, and directing contract negotiations with Ohio Health; and

WHEREAS, the Delaware County Director of Emergency Medical Services and staff recommend approval of an Employer Solutions Agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and OhioHealth Corporation for Wellness / Employee Health Program Services;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Employer Solutions Agreement by and between the Delaware County Board of Commissioners, Delaware County Emergency Medical Services, and OhioHealth Corporation for Wellness / Employee Health Program Services, as follows:

Company (as identified below), is requesting services from OhioHealth Corporation, a nonprofit corporation, on behalf of Its Employer Solutions division ("Supplier") as described below:

Company: Delaware County EMS
Company Information
Contact Name: Rachael Cox
Title: Assistant Chief-Administration
Address: 10 Court St.
City/State/Zip: Delaware, OH 43015
Phone: 740-833-2194
Email: RCox@co.delaware.oh.us
of Employees:
of Employees Estimated to Receive Service(s):

Billing Information
Contact Name: Anna Smith Title: Fiscal Coordinator
Address: 10 Court St
City/State/Zip: Delaware OH 43015
Phone: 740-833-2162
Email: asmith@co.delaware.oh.us

The services to be provided by Supplier are described in the Schedules to this Agreement. The terms of the Schedules selected below are agreed to by the parties and are incorporated herein.

X Schedule C: Wellness/Employee Health Program Services

This Employer Solutions Agreement is subject to the attached Terms & Conditions to Employer Solutions Agreement ("Terms"), the provisions of which are incorporated herein (the Employer Solutions Agreement, including the Terms, are collectively referred to as the "Agreement"). By executing below, the parties agree to be bound by this Agreement, This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same

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agreement.

Agreement effective from July 1, 2025 through June 30, 2028. Contracted services to be billed monthly in accordance with current practice.

Terms & Conditions to Employer Solutions Agreement

- 1. Engagement.** The Company hereby engages the Supplier to perform the services selected on page 1 of this Agreement ("Services").
- 2. Scheduling and Space.** The Company and Supplier shall mutually select a date(s) and period(s) of time for the provision of Services. The Company shall provide adequate facilities, supplies, and equipment to allow the Supplier to perform Services.
- 3. Required Consent Release Forms.** The Company acknowledges that prior to an Employee's receipt of Services, the Employee must complete the applicable consent/release form.
- 4. Fees/Payments.** The Supplier will bill via an invoice to the billing address as documented above. The Supplier expects payment within 30 days from date on the invoice. If the Company does not pay the invoice within the time frame noted, Company may be subject to a stop in any services provided. Pricing is valid for 60 days from date of proposal. Supplier reserves the right to increase fees for Services to Company with 60 days prior written notice.
- 5. No Requirement to Refer.** It is not the purpose of this Agreement to induce patient referrals, in whole or in part. There is no requirement or understanding under this Agreement, express or implied, that the Company will refer any patients to Supplier. No benefits derived from this Agreement are in return for patient referrals.
- 6. Term and Termination: Cancellation Fee.** This Agreement shall begin on the last date executed above and continue until the receipt of payment in full for all Services provided. This Agreement may be terminated without cause with thirty (30) days written notice by either party. If Company terminates this Agreement within seven (7) days of a scheduled day of appointment, it shall immediately remit to Supplier a cancellation fee of One Hundred Fifty Dollars (\$150.00).
- 7. Qualifications.** The Services shall be performed by employees and/or subcontractors of Supplier ("Supplier Staff") who are qualified by experience, training and/or education to perform the Services. Supplier warrants and represents that the Services shall be performed in a professional and conscientious manner and that the Supplier Staff shall comply with the reasonable instructions of Company. Supplier warrants that all Supplier Staff shall have obtained, and shall maintain throughout the term of this Agreement, all such licenses, accreditations, certifications and other regulatory permits and approvals as are required by any applicable state or federal law, rule or regulation in order to perform the Services provided. All Supplier Staff shall be and remain employees and/or subcontractors of Supplier and not of Company. Company shall, however, have the right to reasonably request the removal of any Supplier Staff from Company's site for cause.
- 8. Records.** Documentation/information generated in the performance of the Services shall be handled as specified in the applicable Schedule, attached hereto.
- 9. Confidential and proprietary Information** Except as otherwise required by applicable law or court order, the parties must not disclose technical, business, financial, or other information which a party considers confidential or proprietary to it, or other information which, under the circumstances, reasonably should be treated as confidential or proprietary, including the terms and conditions of this Agreement ("Confidential Information") relating to the other party unless it has obtained prior written consent for such disclosure. Confidential Information does not include "public records," as that term is defined in section 149.43 of the Ohio Revised Code, or Records or Aggregate Reports information already in the public domain.
- 10. Non-Solicitation.** The parties agree that for the term of this agreement and twelve (12) months thereafter, neither shall solicit any employees of the other party for employment by it or any of its subsidiaries, affiliates or vendors, except that nothing in this Section shall prevent either party or any of their affiliates from hiring any employee of the other party (i) pursuant to a general solicitation which is not directed specifically to any such employees; (ii) whose employment has been terminated by the other party, or (iii) after 180 days from the date of termination of employment for any employee whose employment has been terminated by the employee. The parties acknowledge that qualified nurses and medical personnel are in short supply and that the damages incurred by either party in the event of a breach of this provision may not be recompensed by monetary payments alone.
- 11. Insurance.** Unless otherwise provided in the applicable Schedule, during the term of this Agreement, Supplier shall maintain with insurance carriers or pursuant to self-insurance programs the following types of insurance, in the following amounts: (a) Medical Malpractice: **\$1 million** each event; **\$3 million** aggregate; (b) General Liability: **\$1 million** per occurrence; **\$1 million** aggregate; and (c) Workers' Compensation: Statutory coverage.
- 12. Liability.** Each party to this Agreement shall be responsible for the actions or omissions of its own members, managers, officers, directors, agents, attorneys, and employees.

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13. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid to the respective Parties hereto. Notice to Company shall be delivered to the address listed on Page 1. Notice to Supplier shall be delivered to: OhioHealth Corporation Employer Solutions, 3430 OhioHealth Parkway, Columbus, Ohio 43202 ATTN: David Lee, MD, copy to: OhioHealth Corporation, Office of the General Counsel, 3430 OhioHealth Parkway, 5th Floor, Columbus, Ohio 43202. Notwithstanding anything to the contrary, notice regarding a price increase per Section 4 may be provided by Supplier via email to Company.

14. Books and Records. In accordance with requirements of the Omnibus Budget Reconciliation Act of 1980, Section 952, to the extent such section is applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, the parties shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or the Comptroller General or to any of their duly authorized representatives, this Agreement, and their books, documents and records that are necessary to certify the extent of any costs of either party arising from this Agreement. Further, if either party carries out any of its duties arising from the Agreement through a subcontract, with a value or cost of \$10,000 or more over a 12-month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available to the Secretary of the U.S. Department of Health and Human Services or the Comptroller General, or any of their duly authorized representatives, the subcontract, and documents necessary to verify the nature and extent of such costs.

15. Miscellaneous. Supplier shall act as an independent contractor in the performance of all duties hereunder. Nothing herein shall be construed as creating a relationship of employment, partnership, ownership or control. This Agreement is governed by the laws of the State of Ohio. In the event any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement. Neither party may assign or delegate its rights or duties without first obtaining the other party's signed written consent. This Agreement, including these Terms, contains the entire agreement between the parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, written or oral, between the parties. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provisions. This Agreement is intended for the exclusive benefit of the parties to this Agreement (and their respective successors and assigns) and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any third party.

16. Survival. The terms and conditions set forth in Sections 5, 8, 9, 10, 12, 13, 14, and 15, of these Terms and Conditions will survive termination of this Agreement for any reason.

SCHEDULE C
WELLNESS PROGRAM/ EMPLOYEE HEALTH PROGRAM SERVICES

- 1. **Summary**
To provide wellness programs or employee health program services ("Wellness Program Services") to employees of the Company for the locations set forth below and such other locations as may be mutually agreed upon by both parties.
- 2. **Services to be Performed by OhioHealth Employer Solutions**
On-site full-time fitness staffing (40 hours per week)
Certified Exercise Physiologist \$8,523.27 per month (\$102,280 per year)

*A 3% increase will be charged annually to cover increased cost of living wage increases.
Year 1 - \$102,280
Year 2 - \$105,348
Year 3 - \$108,508

Services include:
Designated EP shall lead a minimum of 20 weekly group fitness training sessions, as well as develop and implement annual physical ability screenings for all full-time and part-time medics.

- Designated EP will use any administrative (non-training) time to support the contract in the following ways:
 - Coordinate with DCEMS fitness committee to create quarterly fitness challenges and programs
 - Conduct annual InBody assessments
 - Meet one-on-one with medics to discuss health goals and workout plans
 - Create monthly 2-page newsletter for medics and 1 slide of content for Coffee with Chiefs
 - Participate in SIM Lab, Coffee with the Chiefs and go on runs, as needed
 - other fitness support as deemed appropriate by DCEMS and

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- OhioHealth
- Administrative time shall be completed onsite at a station, unless otherwise approved by both DCEMS and OhioHealth.
- In the event the designated EP takes time off, whether planned or unplanned, Supplier shall have a coverage process in place.
 - EP staff shall give Supplier as much advance notice as possible of time-off.
 - Prior to any time off, designated EP shall create a document detailing schedule, workouts, participants, and facility information (the "Coverage Document") that a substitute EP may use to provide services in the designated EP's absence.
 - Supplier shall have a pool of contingent EPs who may provide coverage in the event the designated EP is unavailable.
 - Certain of these contingent EPs shall be dedicated to specific site(s) for coverage.
 - If designated EP staff is unable to provide more than 48 hours advance notice of necessary time off, Supplier shall make best efforts to get provide coverage for EP's absence. Parties acknowledge that Supplier may not be able to provide full EP coverage on such short notice.
- 3. **Location and Hours of Operation**
Services to be rendered onsite at DCEMS locations. Scheduled to be coordinated by OHES Exercise Physiologist and DCEMS Assistant Chief for Administration.
- 4. **Records**
Documentation/records generated by Employer Solutions in connection with the Wellness Program Services are the property of Employer Solutions and will constitute "protected health information" under HIPAA. Records will not be disclosed to Company unless the employee has expressly authorized such disclosure.
- 5. **Data Sharing**
Data WILL be shared
X Data WILL NOT be shared

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

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ADMINISTRATOR REPORTS

CA Huston – nothing to report.

Attorney Hochstettler – nothing to report.

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COMMISSIONERS’ COMMITTEES REPORTS

Commissioner Merrell – the Superintendent of Delaware City Schools announced her retirement.

Commissioner Benton – attended a movie event focused on housing challenges. He will be attending the “Fallen Officer” ceremony tomorrow. He was very pleased with the “State of the County” event.

Commissioner Lewis – wanted to thank everyone for their work on the “State of the County” event.

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RESOLUTION NO. 25-325

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT OF A PUBLIC EMPLOYEE OR A PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Benton, seconded by Mr. Merrell, to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic

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development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

- (1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and
- (2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of Appointment of a Public Employee or a Public Official and for Pending or Imminent Litigation.

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

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RESOLUTION NO. 25-326

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Benton, to adjourn out of Executive Session.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

Jeff Benton

Barb Lewis

Gary Merrell

Jennifer Walraven, Clerk to the Commissioners