

GARRETT GUILLOZET, MPA, REHS | HEALTH COMMISSIONER

470 SOUTH SANDUSKY STREET | DELAWARE, OHIO 43015

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Date: February 22, 2024

To: Board of Health

From: Garrett Guillozet, MPA, RS/REHS, AEMT
Health Commissioner

Re: Board meeting **Tuesday, February 27, 2024, 7:00 pm Training Room A/B**
470 S. Sandusky St., Delaware, OH 43015

***PMT – Performance Management Touchstone**

1.0 CONVENTION

<i>Agenda Item</i>	<i>Time</i>	<i>Action/ Contact</i>
1.01 CALL TO ORDER AND ATTENDANCE	2	
1.02 CONSENT ITEMS 4.03 Variance Request A 6.011 Budgets A 6.012 Appropriations A-I 6.018 New Funds A 6.021 Authorization/Employment/Travel A 6.03 Contracts A-B 6.034 Preventative Health A-B	2	Approve
1.03 APPROVAL OF MINUTES A. Previously sent.	2	Approve
1.04 APPROVAL OF BILLS A. Previously sent. (Pages 1-10 of the Supporting Documents)	2	Approve

2.0 STAFF REPORTS

<i>Agenda Item</i>	<i>TIME</i>	<i>Action/ Contact</i>	<i>PMT</i>
2.01 HEALTH COMMISSIONER	2	Info/ Garrett	

2.02 FINANCE			
A. Finance Report – Requesting Board review and accept the year-to-date finance report (Pages 11-16 of the Supporting Documents). Action Requested: Accept	2	Accept/ Garrett	Agency
2.03 COMMUNITY HEALTH		Jen	
2.04 ENVIRONMENTAL HEALTH		Dustin	
2.05 PREVENTATIVE HEALTH		Adam	
2.06 ADMINISTRATION		Amy	

3.0 BOARD REPORTS

<i>Agenda Item</i>	<i>Time</i>	<i>Action/ Contact</i>	<i>PMT</i>
3.01 BOARD PRESIDENT	<15	Info	
3.02 BOARD COMMITTEES		Info	
3.03 BOARD MEMBER COMMENTS	<10	Info	

4.0 REGULATIONS/SUBDIVISIONS/VARIANCES/PUBLIC PARTICIPATION

<i>Agenda Item</i>	<i>Time</i>	<i>Action/ Contact</i>	<i>PMT</i>
4.03 VARIANCE REQUEST			
A. Variance Request – 4059 State Route 37 E, Delaware, OH 43015 (PIN 41821001005001)/ Recommendation of the Subcommittee is for Approval. Variance request is to allow the creation of a lot (through a split) without designating an area for an on-lot Sewage Treatment System. Storage units only.	0	Dustin/ Consent	Agency
4.04 CITIZEN REQUEST			

6.0 NEW BUSINESS

New items of information or for Board action

<i>Agenda Item</i>	<i>Time</i>	<i>Action/ Contact</i>	<i>PMT</i>
6.011 BUDGETS			
A. Youth Suicide Prevention Grant: Request Board approval to create a revenue and expense budget for the Youth Suicide Prevention Grant. The grant period begins March 1, 2024, and ends September 14, 2024. This is a deliverable grant, and the total award amount is \$40,000.00. The child key creation request is listed in item 6.018A on the agenda. Page 83 of the Supporting Documents. Action Request: Consent Approval	0	Garrett/ Consent	Agency

6.012 APPROPRIATIONS			
A. DPHD HQ (70225113): Request Board approval to amend and increase appropriations in DPHD HQ from \$429,995.27 to \$773,132.56. A copy of the budget revision was provided to the Board - Page 17 of the Supporting Documents . Action Request: Consent Approval	0	Garrett/ Consent	Agency
B. Vector (702255444): Request Board approval to amend and increase appropriations in Vector from \$92,623.59 to \$148,396.02. A copy of the budget revision was provided to the Board - Page 18 of the Supporting Documents . Action Request: Consent Approval	0	Garrett/ Consent	Agency
C. Fleet (70225448): Request Board approval to amend and increase appropriations in Fleet from \$187,000.00 to \$209,000.00. A copy of the budget revision was provided to the Board - Page 19 of the Supporting Documents . Action Request: Consent Approval	0	Garrett/ Consent	Agency
D. Other EH Fee Based Programs (70225449): Request Board approval to amend and increase appropriations in Other EH Fee Based Programs from \$132,091.51 to \$132,163.51. A copy of the budget revision was provided to the Board - Page 20 of the Supporting Documents . Action Request: Consent Approval	0	Garrett/ Consent	Agency
E. PH Admin (70225551): Request Board approval to amend and increase appropriations in PH Admin from \$134,916.82 to \$167,698.71. A copy of the budget revision was provided to the Board - Page 21 of the Supporting Documents . Action Request: Consent Approval	0	Garrett/ Consent	Agency
F. Naloxone (70225559): Request Board approval to amend and increase appropriations in Naloxone from \$223.96 to \$512.49. A copy of the budget revision was provided to the Board - Page 22 of the Supporting Documents . Action Request: Consent Approval	0	Garrett/ Consent	Agency
G. Insurance Benefit Pool (70225771): Request Board approval to amend and increase appropriations in Insurance Benefit Pool from \$991,798.25 to \$1,599,500.00. A copy of the budget revision was provided to the Board - Page 23 of the Supporting Documents . Action Request: Consent Approval	0	Garrett/ Consent	Agency
H. New Facility Debt Service Fund (75451402): Request Board approval to amend and increase appropriation in New Facility Debt Service Fund	0	Garrett/ Consent	Agency

(75451402) from \$212,858.00 to \$312,858.00. A copy of the budget revision was provided to the Board - Page 24 of the Supporting Documents . Action Request: Consent Approval			
I. EO 23 (71651531): Request Board approval for a transfer of appropriations in the amount of \$6,000.00 from Object 5215 Program Supplies to Object 5312 Advertising, and \$6,000.00 from Object 5450 Equipment to Object 5312 Advertising. A copy of the budget revision was provided to the Board - Page 25 of the Supporting Documents . Action Requested: Consent approval	0	Garrett/ Consent	Agency
6.018 New Funds			
A. Youth Suicide Prevention Grant: Request Board approval to establish a child key in the General Fund to accommodate financial tracking of the Youth Suicide Prevention Grant from the Ohio Department of Health. Action Request: Consent Approval	0	Garrett/ Consent	Agency
6.021 AUTHORIZATION/EMPLOYMENT/TRAVEL			
A. Personnel Actions and Travel Requests			
The Delaware County Board of Health approves the following personnel recommendations and travel requests. All new hires are pursuant to the terms and conditions of the new employee’s employment agreement and their job description. Employment will be contingent upon receipt of a satisfactory criminal record check, plus verification of experience and training.			
New Hire:			
Kaitlyn Morrisey	MRC STTRONG Grant- Community Health Specialist	February 20, 2024	
Travel:			
James McQuone, Kaitlyn Morrisey	MRC National Summitt in Chicago, Illinois. The conference is directly related to PHEP and MRC activities. Expenses will be covered by a travel award from NACCHO.	May 22-24, 2024	
Josie Bonnette	NACCHO360 Conference, Detroit, Michigan. Josie submitted an abstract for a presentation or poster. Expenses (minus food) will be covered by the ODH Workforce Development grant.	July 23-26, 2024	
Dustin Kent	NEHA Annual Education Conference in Pittsburg, PA. The conference is directly related to environmental health programs and workforce development. Dustin will be representing OEHA at the NEHA annual business meeting as the OEHA President. Expenses will be covered by OEHA.	July 15-18, 2024	
Action Requested: Consent approval			

6.03 CONTRACTS			
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<p>A. Licking County Health Department’s Regional Prevention and Linkages to Care Collaborative Program – Request Board approval to authorize the Health Commissioner to enter into contract with the Licking County Health Department for \$4,035 for the purpose of reducing morbidity and mortality related to substance use disorders by supporting a five-region drug overdose prevention collaborative that will support and sustain prevention efforts. This request is funded by the Ohio Department of Health Regional Prevention and Linkages to Care Collaborative grant.</p> <p>Action Request: Consent Approval</p>	0	Jen/ Consent	Agency/ Community
<p>B. Unity Community Center (UCC) Partner Agreement – Request Board approval to authorize the Health Commissioner to enter into a partner agreement with Unity Community Center for the purpose of facilitating community-based balance and mobility trainings for older adults in the City of Delaware which can improve strength, balance, range of motion, and improves knowledge of falls risk reduction. This request is funded by the Ohio Department of Health IF24 Injury Prevention – Falls Among Older Adults grant.</p> <p>Action Request: Consent Approval</p>	0	Jen/ Consent	Agency/ Community
<p>C. SourcePoint – Request Board approval to authorize the Health Commissioner to enter into a partner agreement with SourcePoint for the purpose of implementing a home safety assessment and modification program, facilitating community-based balance and mobility trainings for older adults, and implementing an evidence-based walking initiative to address falls prevention. This request is funded by the Ohio Department of Health IF24 Injury Prevention – Falls Among Older Adults grant.</p> <p>Action Request: Consent Approval</p>	0	Jen/ Consent	Agency/ Community
<p>6.031 HEALTH COMMISSIONER</p>			
<p>A. Sunbury Satellite Lease Renewal The Lease Agreement for the Sunbury Satellite Facility is scheduled to renew on March 1, 2024 and will end on September 30, 2028. Current rent \$1720.567 + CAM (\$649.44) = \$2477.11. The proposed Rent rate is \$1918.50 + CAM Rate. Pages 26-82 of the Supporting Documents.</p> <p>Action: Discussion / Decision and Recommendation</p>	5	Garrett/ SLT	Agency
<p>6.034 PREVENTATIVE HEALTH</p>			
<p>A. Apply for and accept the MRC National Summit Travel Award – request Board confirm application for and accept the MRC National Summit Travel Award and to expend funds according to the notice of award. The award is provided by the National Association of County & City Health Officials. This award will provide travel, three nights of lodging, and meals for two staff at the MRC national conference in Chicago, IL on May 22-24, 2024.</p>	0	Consent/ Adam	Agency

Action Requested: Consent approval			
B. Apply for the Family Connects Local Funding Opportunity – request Board confirm application for the Family Connects Local Funding Opportunity provided by the Ohio Department of Health and Ohio Department of Children and Youth. This grant aims to <i>offer voluntary newborn home visits to families</i> and would be operations from June 1, 2024 – June 30 2025. If funded, the Preventative Health Division requests Board approval to expend funds according to the notice of award. Action Requested: Consent approval	0	Consent/Adam	Agency
6.054 LEGAL ISSUES			
A. Executive Session: MOTION TO MOVE FROM GENERAL SESSION INTO EXECUTIVE SESSION pursuant to ORC 121.22 (G)(3) to conference “with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action” Action Requested: Discussion and Roll Call Vote Time Entered into Executive Session: _____p.m.	2	Motion By: Second: Mr. Blayney: Dr. Donaldson: Dr. Hickman Mrs. Smith: Mrs. Howerton: Mr. Karr: Mr. Hatfield: Mr. Tiberi: Mr. Holzapfel:	
Time Exited Executive Session: _____p.m.		Motion By: Second: Mr. Blayney: Dr. Donaldson: Dr. Hickman Mrs. Smith: Mrs. Howerton: Mr. Karr: Mr. Hatfield: Mr. Tiberi: Mr. Holzapfel:	

Sincerely,

Garrett Guillozet
Health
Commissioner

Dustin Kent
Deputy Health
Commissioner
Environmental
Health

Jen Keagy
Deputy
Health
Commissioner
Community
Health

Adam Howard
Deputy
Health
Commissioner
Preventative
Health

Amy Whitney
Chief
Operating
Officer

937/418-7211

419/202-1063

614/315-1337

740/360-4718

740/816-6419

1.0 CONVENTION**1.01 CALL TO ORDER AND ATTENDANCE**

The January 30, 2024, meeting was held at the Delaware Public Health District located at 470 S. Sandusky Street Delaware, OH and called to order at 7:00 p.m. by Mr. Blayney. Board members present included: Mr. Blayney, Mr. Karr, Mr. Hatfield, Dr. Donaldson, Mr. Tiberi, Mr. Holzapfel and Dr. Hickman. Staff members present were Mr. Guillozet, Health Commissioner, Ms. Whitney, Chief Operating Officer, Mr. Howard, Deputy Health Commissioner of Preventative Health, Mr. Kent, Deputy Health Commissioner of Environmental Health, Ms. Kerr, Public Health Nurse 3, Ms. Nguyen, Director of Nursing, Ms. Ayala, Administrative Assistant 2, Ms. Clark, Administrative Assistant 2, Ms. Redding, Administrative Assistant 2, Ms. Elliott, Mr. Abt, Sanitarians in Training, Ms. Mieseler, Public Health Nurse 3, Ms. Fewings, WIC Health Professional 2, Ms. Comstock, Public Health Nurse 2, Ms. Campbell, Epi and Ms. Brown, Administrative Assistant to the Health Commissioner. Public in attendance: Mr. Scott Brown and Mr. L. Michael Fankin.

1.02 CONSENT ITEMS**4.03 Variance Request A-B****4.05 License Revocation A****6.01 Finance A****6.011 Budgets A-B****6.012 Appropriations A-BB****6.015 Expenditures A-B****6.016 Inventory A****6.017 Advances/Transfers A-B****6.018 New Funds A-B****6.021 Authorization/Employment/Travel A****6.03 Contracts/MOU's A-J****6.033 Community Health A****6.034 Preventative Health A-C****6.035 Environmental Health A****6.052 Policies A**

Mr. Hatfield moved to approve the consent agenda and agenda as submitted. Dr. Donaldson seconded the motion. The motion carried unanimously.

1.03 APPROVAL OF MINUTES

Mr. Karr moved to approve the December 5, 2023, minutes. Mr. Hatfield seconded the motion. The motion carried unanimously.

1.04 APPROVAL OF BILLS

Mr. Hatfield moved to approve the November and December 2023 bills. Dr. Donaldson seconded the motion. The motion carried unanimously.

2.0 STAFF REPORTS

2.01 HEALTH COMMISSIONER

A. The Annual District Advisory Council meeting will be held on March 21, 2024, at 7:00pm in Training Room A/B.

PMT: Agency

Info Only

B. Mr. Scott Brown, Regional Liaison, Ohio Auditor of State presented the Delaware Public Health District with an award for the 2022 audit.

PMT: Agency

Info Only

2.02 FINANCE

A. Finance Report – Requested Board review and accept the year-to-date finance reports for November/December.

PMT: Agency

Dr. Hickman moved to accept the November/December finance reports. Mr. Karr seconded the motion. The motion carried unanimously.

2.03 COMMUNITY HEALTH

Introduced new employee Ms. Jessica Ayala, Administrative Assistant 2.

Started a sexual education pilot program with Olentangy Schools.

The age-friendly assessment is underway.

Staff applied for the suicide grant through Ohio Department of Health.

Naloxone Naloxboxes are being installed throughout the community.

The Friends for Life non-profit program has been dissolved.

2.04 ENVIRONMENTAL HEALTH

Introduced new employees Ms. Malissa Clark, Administrative Assistant 2, Ms. Maria Redding, Administrative Assistant 2, Ms. Alizabeth Elliott Sanitarian in Training, Mr. Adam Abt, Sanitarian in Training.

811 Food license renewals have been mailed.

2.05 PREVENTATIVE HEALTH

Introduced new employees Ms. Allison Comstock Public Health Nurse 2, Ms. Christine Campbell Epidemiologist 1, Ms. Paula Mieseler, Public Health Nurse 3, Ms. Jackie Fewings WIC Professional 2, Ms. Milu Nguyen, Director of Nursing.

WIC is celebrating 50 years of service.

A MRC Coordinator has been hired.

There has been an increase in sexually transmitted diseases.

Staff have submitted for a new grant that will pay for home visits.

2.06 ADMINISTRATION

Recruiting continues for a Fiscal Officer.

Staff have restarted sending new homeowners a welcome letter from the Health District.

Staff are working to finalize the Strategic Plan.

Delaware Public Health District has filed for property tax exemption. In the interim of receiving the exemption, property taxes will be paid. If an exemption is approved, property taxes paid will be reimbursed.

4.0 REGULATIONS/SUBDIVISIONS/VARIANCES/PUBLIC PARTICIPATION

4.01 REGULATION HEARING/ADOPTION

A. Emergency adoption of the Amended 2024 Environmental Health Fees

Due to the newly adopted Ohio Administrative Code 901:3-4 rules, the Board must adopt a new Low Risk Mobile Retail Food Establishment (RFE) license fee. The rule requires the fee to be 50% of the current high risk mobile retail food establishment fee.

The Board of Health hereby waives three-readings, declares an emergency, and based upon the requirements of the Administrative Code, adopts the Low Risk Mobile RFE Fee to be set at 50% of the Mobile RFE Local Fee, and to rename the Mobile RFE fee to High Risk Mobile RFE fee.

Motion By: Dr. Donaldson
Second: Dr. Hickman

Mr. Blayney: Yes
Dr. Donaldson: Yes
Dr. Hickman: Yes
Mrs. Smith: Absent
Mrs. Howerton: Absent
Mr. Karr: Yes
Mr. Hatfield: Yes
Mr. Tiberi: Yes
Mr. Holzapfel: Yes

4.03 VARIANCE REQUEST

- A. Variance Request** – 3039 E Powell Rd. Recommendation of the Subcommittee is for Approval. Variance request is to allow the installation of a gray water recycling system without a diversion valve to a home sewage treatment system.

PMT: Agency

The Board approved item on consent.

- B. Variance Request** –Price Farms Organics. Recommendation of the Subcommittee is for Approval. Variance request is to allow an alternate frequency for log of operations.

PMT: Agency

The Board approved item on consent.

4.05 LICENSE REVOCATION

- A. Failure to Renew / Forward case to Prosecutor – Resolution 2024-02** Requested approval to forward Ink Defined Beauty Bar to Prosecutor's Office regarding non-renewal of approval to operate a Tattoo Establishment.

PMT: Agency

The Boar approved item on consent.

6.0 NEW BUSINESS

6.01 FINANCE

- A. Accept Donation** – Requested Board approval to accept a donation of \$23,999.98 from Friends for Life (FFL). Effective 12/31/2023, FFL has dissolved and has voted to donate their funds to the Health District.

PMT: Agency

The Board approved item on consent.

6.011 BUDGETS

- A. MRC State, Territory and Tribal Nations, Representative Organizations for Next Generation (STTRONG)** – Requested Board approval to establish a revenue and expense budget for the new MRC STTRONG Grant. The grant period is January 1, 2024 to May 31, 2025. The total award and budget is \$247,793.00. The fund request is listed as item 6.018A on the agenda. The budget form was provided to the Board.

PMT: Agency

The Board approved item on consent.

- B. DKMM Litter Contract** – Requested Board approval to establish a revenue and expense budget to accommodate financial tracking for the DKMM Litter Contract (70225233). The child key request is listed as 6.018B on the agenda. The contract amount is \$86,789.00. The budget form was provided to the Board.

PMT: Agency

The Board approved item on consent.

6.012 APPROPRIATIONS

- A. DGHD New Office** – Requested Board approval to decrease the current 2024 DGHD New Office (71451401) expense appropriation from \$889,130.00 to \$594,216.67. This change is necessary to bring line-item expenses up to date with the estimated revenue. A copy of the budget revision was provided to the Board.

PMT: Agency

The Board approved item on consent.

- B. Campgrounds** – Requested Board approval to amend and increase appropriations in Campgrounds (70351503) from \$12,833.30 to \$14,139.22. A copy of the budget revision was provided to the Board.

PMT: Agency

The Board approved item on consent.

- C. Food** – Requested Board approval to amend and increase appropriations in Food (70451504) from \$558,291.66 to \$560,089.01. A copy of the budget revision was provided to the Board.

PMT: Agency

The Board approved item on consent.

- D. Water** – Requested Board approval to amend and increase appropriations in Water (70651506) from \$18,741.52 to \$21,560.00. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- E. Solid Waste** – Requested Board approval to amend and increase appropriations in Solid Waste (70751507) from \$40,320.15 to \$46,675.96. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- F. Pools** – Requested Board approval to transfer appropriations in Pools in the amount of \$15,341.00 from Object 5801- Misc Cash Transfer to Object 5332-Cell Phone (\$225.98), Object 5215-Program Supplies (\$184.09), Object 5101-Health Insurance (\$2,000.00), Object 5102- Workers Comp (\$331.33), Object 5103-Dental/Other Insurance (\$300.00), Object 5120-Agency Share OPERS (\$7,951.84), Object 5131 Agency Share Medicare (\$480.42), and Object 5001-Salaries (\$3,867.34) in Fund 70851508. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- G. Safe** – Requested Board approval to amend and increase appropriations in Safe (71351515) from \$44,125.90 to \$45,814.36. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- H. Sewage** – Requested Board approval to amend and increase appropriations in Sewage (75851405) from \$356,864.27 to \$392,051.76. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- I. EO 23** – Requested Board approval for a transfer of appropriation in the amount of \$200,000.00 from Object 5450 Equipment to Object 5215 Program Supplies in EO 23 (71651531). A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- J. Admin** – Requested Board approval to amend and increase appropriations in Admin (70225111) from \$1,122,882.05 to \$1,301,621.99. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.

- K. Vitals** – Requested Board approval to amend and increase appropriations in Vitals (70225112) from \$249,216.91 to \$269,410.39. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- L. DPHD HQ**- Requested Board approval to amend and increase appropriations in DPHD HQ (70225113) from \$416,590.02 to \$429,995.26. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- M. CH Admin** – Requested Board approval to amend and increase appropriations in CH Admin (70225222) from \$754,039.30 to \$947,655.06. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- N. PHEP** – Requested Board approval to amend and reduce appropriations in PHEP (70225228) from \$172,988.92 to \$0.00. This child key of the general fund is no longer used as a new fund was created for revenue and expenses related to the PHEP Grant. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- O. HEAL** – Requested Board approval to amend and increase appropriations in HEAL (70225231) from \$34,798.60 to \$43,903.99. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- P. EH Admin**- Requested Board approval to amend and increase appropriations in EH Admin (70225441) from \$248,144.32 to \$307,685.66. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- Q. Vector** – Requested Board approval to amend and increase appropriations in Vector (70225444) from \$77,238.21 to \$92,623.59. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- R. Plumbing** – Requested Board approval to amend and increase appropriations in Plumbing (70225446) from \$482,542.06 to \$728,184.44. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.

- S. Other EH** – Requested Board approval to amend and increase appropriations in Other EH (70225449) from \$102,293.43 to \$132,091.51. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- T. PH Admin** – Requested Board approval to amend and increase appropriations in PH Admin (70225551) from \$107,958.14 to \$134,916.82. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- U. Disease Prevention** – Requested Board approval to amend and increase appropriations in Disease Prevention (70225554) from \$190,573.56 to \$243,351.16. A copy of the budget revision was provided to the Board.
Agency
The Board approved item on consent.
- V. Clinic Services** – Requested Board approval to amend and increase appropriations in Clinic Services (70225555) from \$683,444.34 to \$799,800.24. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- W. Cribs for Kids** – Requested Board approval to amend and increase estimated revenue and appropriations for Cribs for Kids (70225232) from \$8,000.00 to \$30,000.00. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.
- X. BCMH** – Requested Board approval to amend and increase appropriations in BCMH (70225556) from \$66,267.26 to \$110,518.45. A copy of the budget revision form was provided to the Board.
PMT: Agency
The Board approved item on consent.
- Y. Get Vaccinated** – Requested Board approval to amend and increase appropriations in Get Vaccinated (70225558) from \$30,260.12 to \$50,394.43. A copy of the budget revision was provided to the Board.
PMT: Agency
The Board approved item on consent.

- Z. Fringe Benefit Pool** – Requested Board approval to amend and decrease appropriations in Fringe Benefit Pool (70225771) from \$2,054,201.18 to \$991,798.25. A copy of the budget revision was provided to the Board.

PMT: Agency

The Board approved item on consent.

- AA. WIC** – Requested Board approval to amend and reduce WIC (70951509) from \$555,446.61 to \$0.00. This is the previous grant year. A copy of the budget revision was provided to the Board.

PMT: Agency

The Board approved item on consent.

- BB. Health Severance Reserve** – Requested Board approval to amend and increase appropriation in Health Severance Reserve (76851409) from \$0.00 to \$120,586.88. A copy of the budget revision was provided to the Board.

PMT: Agency

The Board approved item on consent.

6.015 EXPENDITURES

- A. EO 23 Expenditures** – Requested Board approval to expend grant funds from the Enhanced Operations Grant (EO 23) for the items listed below:

- a. \$24,000.00 for SPSS Software
- b. \$80,000.00 for MARCS Radio Antenna Upgrades
- c. \$12,000.00 for DPHD Mascot
- d. \$135,000.00 for Water Bottle Filling Stations.

These expenditures are in addition to the Mobile Medical Unit approved at the October 2022 BOH meeting. All expenditures have been approved by ODH.

PMT: Agency

The Board approved item on consent.

- B. IT Expenditures-** Requested Board approval to approve the following budgeted IT Purchases:

- a. Network Monitor (\$6,000.00) - Grant funds will cover up to 65%.
- b. Network Switches (\$5,000.00) – Grant funds will cover up to 65%.
- c. Sunbury Firewall (\$3,000.00) -This firewall has passed its end-of-life period. It needs to be replaced to ensure adequate network protection. Grant funds will cover up to 65%.
- d. Network Cards (\$3,700.00) – These units have passed their end-of-life term and are in need of being replaced.

PMT: Agency

The Board approved item on consent.

- C. Purchase of Equipment** – Electric Ultra Low Volume Sprayers for the Mosquito Control Program. Requested Board approval to expend necessary funds to purchase two new electric Promist Dura sprayers with smartflow, GPS, and installation kits. This equipment will meet the needs of the agency and replace older sprayers. The cost for the 2 units will not exceed \$53,000.00.

PMT: Agency

Mr. Karr moved to approve the purchase. Mr. Tiberi seconded the motion. The motion carried unanimously.

6.016 INVENTORY

- A. Disposal of Equipment** – Gas London Fog Ultra Low Volume Sprayers. The 3 units will be sold. The units require constant maintenance and are nearing the end of their useful life.

PMT: Agency

The Board approved item on consent.

6.017 Advances/Transfers

- A. Advances** - In order to maintain adequate fund balances with reimbursable grants, the 2023 advance made to fund 71251532 (\$110,000), and 2023 advances made to funds 75551408 (\$200,000), and 71651531 (\$100,000), will carryover through 2024. The advances will be returned to General/Public Health Fund when the grants expire.

PMT: Agency

The Board approved item on consent.

- B. Advance** – EO23 (71651531) Requested Board approval to advance \$300,000.00 to EO 23 (71651531) Special Revenue Fund from the Admin Fund (70225111). This advance is necessary to provide cash availability due to the type of grant (reimbursable).

PMT: Agency

The Board approved item on consent.

6.018 NEW FUNDS

- A. MRC STTRONG GRANT**- Requested Board to establish a new fund (769 Medical Reserve Corp) and a new org key (76951533 MRC STTRONG Grant) to facilitate both revenue and expenses of the 2024 MRC STTRONG Grant.

PMT: Agency

The Board approved item on consent.

- B. DKMM Litter Contract** – Requested Board approval to establish a new child key in the General Fund to accommodate financial tracking for the DKMM Litter Contract (70225233). The contract amount is \$86,789.00.

PMT: Agency

The Board approved item on consent.

6.02 PERSONNEL

6.021 AUTHORIZATION/EMPLOYMENT/TRAVEL

A. Personnel Actions and Travel Requests

The Delaware County Board of Health approves the following personnel recommendations and travel requests. All new hires are pursuant to the terms and conditions of the new employee's employment agreement and their job description. Employment will be contingent upon receipt of a satisfactory criminal record check, plus verification of experience and training.

New Hire:

Adam Abt	Environmental Health Specialist- In Training (Food Protection and Public Safety)	January 29, 2024
Zella Papp	Project DAWN Intern- Unpaid (CH)	January 30, 2024

Resignation:

Dwight Brill	Plumbing Inspector III	January 16, 2024
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Retirement:

Manuela Syar	WIC Health Professional III	May 31, 2024
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New Positions:

Community Health Specialist (GRANT FUNDED)	MRC STTRONG Grant (January 1, 2024- May 31, 2025)
Intern (1000 Hours) (GRANT FUNDED)	MRC STTRONG Grant (January 1, 2024- May 31, 2025)

Travel:

Darrin Dawson, Gabe Smith, Kristopher Olszewski	OAPI 2024 Annual Training Conference, Lewis Center, Ohio	March 3-5, 2024
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PMT: Agency

The Board approved item on consent.

6.023 TUITION REIMBURSEMENT/STAFF DEVELOPMENT

- A. **Lean Six Sigma Training** – Requested Board of Health approval to authorize the Health Commissioner to expend up to \$25,000.00 in Workforce Development grant funds and to contract with Hollingsworth Consulting (715 Fairview Road, Zanesville, Ohio 43701) to provide Lean Six Sigma Yellow Belt training to all staff and Green Belt Training for up to 20 DPHD staff members.

PMT: Agency

Dr. Hickman moved to approve the Lean Six Sigma Training. Mr. Hatfield seconded the motion. The motion carried unanimously.

6.025 SALARY SCALE/POLICIES/BENEFITS

A. Executive Session: MOTION TO MOVE FROM GENERAL SESSION INTO EXECUTIVE SESSION to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official (Ohio Revised Code 121.22 (G)(1)).

Time Entered into Executive Session: 7:45 p.m.

Motion By: Mr. Karr
Second: Dr. Donaldson

Mr. Blayney: Yes
Dr. Donaldson: Yes
Dr. Hickman: Yes
Mrs. Smith: Absent
Mrs. Howerton: Absent
Mr. Karr: Yes
Mr. Hatfield: Yes
Mr. Tiberi: Yes
Mr. Holzapfel: Yes

Time Exited Executive Session: 8:04 p.m.

Motion By: Dr. Donaldson
Second: Mr. Karr

Mr. Blayney: Yes
Dr. Donaldson: Yes
Dr. Hickman: Yes
Mrs. Smith: Absent
Mrs. Howerton: Absent
Mr. Karr: Yes
Mr. Hatfield: Yes
Mr. Tiberi: Yes
Mr. Holzapfel: Yes

- B. Employee Compensation:** Mr. Karr made a motion to provide Mr. Guillozet with a 5% raise retroactive to January 1, 2024, and to provide a one-time bonus of \$5,000.00 to be paid on Pay 3. Dr. Donaldson seconded the motion. The motion carried unanimously.

6.03 CONTRACTS/MOUs

- A. Jacqueline Menchaca** - Requested Board approval to authorize the Health Commissioner to enter into a contract with Jacqueline Menchaca to provide WIC services for an amount not to exceed \$10,000.00 and to set the necessary appropriation within the WIC budget.

PMT: Agency

The Board approved item on consent.

- B. MRC STTRONG Grant Contracts** – Requested Board approval to authorize the Health Commissioner to enter into contracts with 16 local health departments within the MRC STTRONG Grant region. The contracts are approved under the grant and will be used to pay for personnel and other direct costs and will receive up to \$1,738.00 of grant funds for a total amount not to exceed \$27,808.00.

PMT: Agency

The Board approved item on consent.

- C. United Way of Delaware County HEAL Contract** – Requested Board approval to authorize the Health Commissioner to enter into contract with the United Way of Delaware County for \$5,000 for the purpose of adopting and implementing the Healthy Eating Research Guidelines for the Family Resource Center. This request is funded by the Ohio Department of Health FY23 Capacity Building for Healthy Eating and Active Living (HEAL) grant.
PMT: Agency/Community
The Board approved item on consent.
- D. Syntero NaloBox MOU** – Requested Board approval to authorize the Health Commissioner to enter into a memorandum of understanding with Syntero for the purpose of installing and maintaining a NaloBox onsite to increase public access to naloxone for opiate overdose reversal. This request is funded by the Ohio Department of Health IH24 Integrated Harm Reduction grant.
PMT: Agency/Community
The Board approved item on consent.
- E. United Way of Delaware County (Tree House) NaloBox MOU** – Requested Board approval to authorize the Health Commissioner to enter into a memorandum of understanding with United Way of Delaware County (Tree House) for the purpose of installing and maintaining a NaloBox onsite to increase public access to naloxone for opiate overdose reversal. This request is funded by the Ohio Department of Health IH24 Integrated Harm Reduction grant.
PMT: Agency/Community
The Board approved item on consent.
- F. Genoa Church NaloBox MOU** – Requested Board approval to authorize the Health Commissioner to enter into a memorandum of understanding with Genoa Church for the purpose of installing and maintaining a NaloBox onsite to increase public access to naloxone for opiate overdose reversal. This request is funded by the Ohio Department of Health IH24 Integrated Harm Reduction grant.
PMT: Agency/Community
The Board approved item on consent.
- G. Unity Community Center NaloBox MOU** – Requested Board approval to authorize the Health Commissioner to enter into a memorandum of understanding with Unity Community Center for the purpose of installing and maintaining a NaloBox onsite to increase public access to naloxone for opiate overdose reversal. This request is funded by the Ohio Department of Health IH24 Integrated Harm Reduction grant.
PMT: Agency/Community
The Board approved item on consent.

- H. Prevention Awareness Support Services NaloBox MOU** – Requested Board approval to authorize the Health Commissioner to enter into a memorandum of understanding with Prevention Awareness Support Services for the purpose of installing and maintaining a NaloBox onsite to increase public access to naloxone for opiate overdose reversal. This request is funded by the Ohio Department of Health IH24 Integrated Harm Reduction grant.

PMT: Agency/Community

The Board approved item on consent.

- I. Health Policy Institute of Ohio (HPIO) Contract** – Requested Board approval to authorize the Health Commissioner to enter into contract with Health Policy Institute of Ohio (HPIO) for the purpose of providing training to The Partnership for a Healthy Delaware County staff and members in policy education and advocacy. This request is funded by the Ohio Department of Health WF23 Workforce Development grant. (Not to exceed \$15,000.00)

PMT: Engagement

The Board approved item on consent.

- J. ComDoc (Printing/Printer Service and Maintenance)** – Requested Board approval to authorize the Health Commissioner to enter into an amended management agreement for printer maintenance and service for 2024.

PMT: Agency

The Board approved item on consent.

6.033 COMMUNITY HEALTH

- A. Ohio Department of Health Youth Suicide Prevention (YS24) Grant** – Requested board approval to apply for the Ohio Department of Health Youth Suicide Prevention (YS24) grant in the amount of up to \$250,000 for the funding period 03/01/2024– 09/14/2027. The goal of the grant is to reduce suicide-related morbidity and mortality of youth (ages 10-24) through a comprehensive, multi-faceted, population and evidence-based program that addresses risk associated with these injuries and deaths. If funded, the Community Health Division requested board approval to expend grant funds according to the Notice of Award. Funding is reimbursable based on completed deliverables.

PMT: Agency

The Board approved item on consent.

6.034 PREVENTATIVE HEALTH

- A. Accept MRC State, Territory and Tribal Nations, Representative Organizations for Next Generation (STTRONG) Grant** – Requested Board approval to accept the MRC STTRONG grant from the Ohio Department of Health and to expend funds according to the Notice of Award (Revenue \$247,793.00).

PMT: Agency

The Board approved item on consent.

- B. Enhanced Operations 23 Grant** – Requested Board approval to accept the EO 23 Grant from the Ohio Department of Health and to expend funds according to the Notice of Award (Revenue \$632,313.32)

PMT: Agency

The Board approved item on consent.

- C. Reapply for the PHEP Grant** – Requested Board to confirm application for the PHEP Grant provided by the Ohio Department of Health. This grant will be operational July 1, 2024 – June 30, 2025. The goal of this grant is *to build and maintain effective public health emergency management programs*. If funded, the Preventative Health Division requested Board approval to expend grant funds according to the notice of award.

PMT: Agency

The Board approved item on consent.

6.035 ENVIRONMENTAL HEALTH

- A. Forward case to Prosecutor** – Requested approval to forward 6037 Edgewood Circle to Prosecutor's Office regarding a sewage nuisance.

PMT: Agency

The Board approved item on consent.

6.052 POLICIES

- A. Open Meeting Policy-** Requested the Board approve and accept the amended Open Meeting Policy. Revisions are attached for review.

PMT: Agency

The Board approved item on consent.

6.053 RESOLUTIONS

- A. Resolution 2024-01 Administrative and Fiscal Management** – Requested Board approval to adopt Resolution 2024-01. This resolution authorizes the Health Commissioner to efficiently administer the funds of the Health District between Board of Health meetings and incorporates daily administrative responsibilities that are currently being conducted by the Health Commissioner.

PMT: Agency

Mr. Tiberi moved to approve resolution 2024-01. Dr. Donaldson seconded the motion. Roll vote: Mr. Blayney yes, Mr. Tiberi yes, Dr. Hickman yes, Mr. Holzapfel yes, Mr. Karr yes, Mr. Hatfield yes, Dr. Donaldson yes. The motion carried unanimously.

- B. Resolution 2011-02 Routine and Emergency Events (Delegation of Authority)** – Requested Board approval to adopt the revised and amended resolution. These changes bring the resolution in line by incorporating by reference Resolution 2024-01, and updating various titles, names and other items previously approved by the Board.

PMT: Agency

Dr. Donaldson moved to approve resolution 2011-02. Mr. Karr seconded the motion. The motion carried unanimously.

ADJOURN

Mr. Tiberi moved to adjourn the meeting. Mr. Karr seconded the motion. The motion carried unanimously, and the meeting adjourned at 8:06 pm.

Patrick Blayney, President Date
or Dr. Briana Donaldson, Vice President

Garrett Guillozet, Health Commissioner Date
Secretary to the Board of Health



**Delaware Public
Health District**

Dedicated to your health

Delaware Public Health District				
List of Bills 01/01/20224 through 01/31/2024				
	DATE	PAYEE	PURPOSE	AMOUNT
ADMINISTRATION	1/12/2024	EMPLOYEES	SALARY	\$50,608.80
			TOTAL 5001	\$50,608.80
	1/26/2024	EMPLOYEES	OVERTIME	\$70.65
			TOTAL 5004	\$70.65
	1/12/2024	EMPLOYEES	WORKERS COMP	\$442.67
			TOTAL 5102	\$442.67
	1/12/2024	EMPLOYEES	PERS	\$11,804.86
			TOTAL 5120	\$11,804.86
	1/12/2024	EMPLOYEES	MEDICARE	\$772.03
			TOTAL 5131	\$772.03
	1/22/2024	FIRST COMMONWEALTH BANK	OTHER SUPPLIES	\$23.26
			TOTAL 5201	\$23.26
	1/11/2024	ERIN M KELLEY	FOOD SUPPLIES	\$82.37
	1/22/2024	FIRST COMMONWEALTH BANK	FOOD SUPPLIES	\$245.63
			TOTAL 5294	\$328.00
	1/11/2024	TREASURER,STATE OF OHIO	AUDIT EXPENSE	\$69.70
	1/22/2024	DOWNNS,CHRISTIN H	OTHER PROFESSIONAL SERVICE	\$270.00
			TOTAL 5301	\$339.70
	1/8/2024	FIRST COMMONWEALTH BANK	MEMBERSHIP	\$130.00
			TOTAL 5308	\$130.00
	1/11/2024	MOORE SIGNS	ADVERTISING	\$4,500.00
	1/17/2024	MOORE SIGNS	ADVERTISING	\$1,325.00
	1/22/2024	LAMAR COMPANIES INC,THE	ADVERTISING	\$890.00
	1/25/2024	LAMAR COMPANIES INC,THE	ADVERTISING	\$890.00
			TOTAL 5312	\$7,605.00
	1/22/2024	MAIN STREET DELAWARE INC	PUBLIC RELATIONS	\$280.00
			TOTAL 5317	\$280.00
	1/8/2024	FIRST COMMONWEALTH BANK	DATA PROCESSING SERVICE	\$119.40
			TOTAL 5320	\$119.40
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$347.50
			TOTAL 5332	\$347.50
	1/11/2024	CITY OF DELAWARE	BACKGROUND CHECKS	\$35.00
			TOTAL 5380	\$35.00
	1/22/2024	FIRST COMMONWEALTH BANK	CATERING	\$1,683.26
			TOTAL 5381	\$1,683.26
	1/31/2024		ADV TO 71651531 EO23	\$300,000.00
			TOTAL 8500	\$300,000.00
			ADMINISTRATION TOTAL	\$374,590.13
VITAL STATS	1/12/2024	EMPLOYEES	SALARY	\$11,483.38
			TOTAL 5001	\$11,483.38
	1/12/2024	EMPLOYEES	WORKERS COMP	\$57.18
			TOTAL 5102	\$97.18
	1/12/2024	EMPLOYEES	PERS	\$2,591.62
			TOTAL 5120	\$2,591.62
	1/12/2024	EMPLOYEES	MEDICARE	\$175.91
			TOTAL 5131	\$175.91
	1/11/2024	WALLACE,MONICA	NOTARY	\$55.00
			TOTAL 5305	\$55.00

Delaware Public Health District				
List of Bills 01/01/20224 through 01/31/2024				
	DATE	PAYEE	PURPOSE	AMOUNT
	1/11/2024	CINTAS CORPORATION	MAT RENTAL	\$19.84
	1/11/2024	CINTAS CORPORATION	MAT RENTAL	\$19.84
	1/17/2024	CINTAS CORPORATION	MAT RENTAL	\$19.84
	1/22/2024	CINTAS CORPORATION	MAT RENTAL	\$19.84
	1/25/2024	CINTAS CORPORATION	MAT RENTAL	\$19.84
			TOTAL 5328	\$99.20
	1/17/2024	SUNBURY MILLS PLAZA LLC	BUILDING RENT	\$2,477.11
	1/22/2024	SUNBURY MILLS PLAZA LLC	BUILDING RENT	\$2,477.11
			TOTAL 5335	\$4,954.22
	1/11/2024	AMERICAN ELECTRIC POWER	ELECTRICITY	\$132.87
	1/17/2024	SUNBURY MILLS PLAZA LLC	WATER AND SEWAGE	\$111.00
	1/25/2024	COLUMBIA GAS OF OHIO	GAS	\$89.34
			TOTAL 5338	\$333.21
	1/11/2024	OHIO DIVISION REAL ESTATE	REMIT TO STATE	\$20.00
	1/17/2024	TREASURER,STATE OF OHIO	REMIT TO STATE	\$23,794.16
			TOTAL 5365	\$23,814.16
			VTIAL STATS TOTAL	\$43,603.88
DPHD HQ	1/12/2024	EMPLOYEES	SALARY	\$15,618.00
			TOTAL 5001	\$15,618.00
	1/12/2024	EMPLOYEES	OVERTIME	\$143.93
			TOTAL 5004	\$143.93
	1/12/2024	EMPLOYEES	WORKERS COMP	\$137.80
			TOTAL 5102	\$137.80
	1/12/2024	EMPLOYEES	PERS	\$3,674.88
			TOTAL 5120	\$3,674.88
	1/12/2024	EMPLOYEES	MEDICARE	\$242.17
			TOTAL 5131	\$242.17
	1/22/2024	HARDWARE EXCHANGE CO INC	OTHER SUPPLIES	\$149.90
	1/22/2024	AMAZON CAPITAL SERVICES INC	DATA PROCESSING SUPPLIES	\$169.20
	1/25/2024	CDW GOVERNMENT INC	DATA PROCESSING SUPPLIES	\$1,813.36
			TOTAL 5201	\$2,132.46
	1/11/2024	MP DIGITAL LLC	OTHER PROFESSIONAL SERVICE	\$75.00
			TOTAL 5301	\$75.00
	1/25/2024	GOODSITE,TODD	MILEAGE	\$33.27
			TOTAL 5309	\$33.27
	1/11/2024	CHARTER COMMUNICATIONS HOLDINGS LLC	INTERNET	\$197.93
	1/11/2024	CHARTER COMMUNICATIONS HOLDINGS LLC	INTERNET	\$740.00
	1/17/2024	CHARTER COMMUNICATIONS HOLDINGS LLC	INTERNET	\$264.98
			TOTAL 5315	\$1,202.91
	1/17/2024	30 LINES LLC	DATA PROCESSING SERVICE	\$225.00
	1/17/2024	CONSENSUS CLOUD SOLUTIONS LLC	DATA PROCESSING SERVICE	\$180.87
	1/22/2024	CHAMP SOFTWARE INC	DATA PROCESSING SERVICE	\$2,600.00
	1/22/2024	DELL MARKETING LP	DATA PROCESSING SERVICE	\$30,304.50
			TOTAL 5320	\$33,310.37
	1/11/2024	VERIZON	MANT CONTRACT	\$473.75
	1/22/2024	COMDOC INC	MANT CONTRACT	\$24.17
	1/25/2024	KOORSEN PROTECTION SRVC INC	MANT CONTRACT	\$180.00
	1/25/2024	ALMUR CONSTRUCTION INC	MANT CONTRACT	\$300.00
			TOTAL 5325	\$977.92
	1/11/2024	CINTAS CORPORATION	MAT RENTAL	\$73.16
	1/11/2024	CINTAS CORPORATION	MAT RENTAL	\$65.06
	1/11/2024	CINTAS CORPORATION	MAT RENTAL	\$73.16
	1/17/2024	CAR WASH DEPOT INC	CAR WASHES	\$152.00

Delaware Public Health District				
List of Bills 01/01/20224 through 01/31/2024				
	DATE	PAYEE	PURPOSE	AMOUNT
	1/17/2024	HOFFMANS LAWN CARE LLC	BUILDING MAINT	\$70.00
	1/17/2024	HOFFMANS LAWN CARE LLC	BUILDING MAINT	\$70.00
	1/17/2024	ORKIN LLC	BUILDING MAINT	\$123.00
	1/22/2024	CINTAS CORPORATION	MAT RENTAL	\$65.06
	1/22/2024	HOFFMANS LAWN CARE LLC	BUILDING MAINT	\$545.00
	1/22/2024	HOFFMANS LAWN CARE LLC	BUILDING MAINT	\$620.00
	1/22/2024	HOFFMANS LAWN CARE LLC	BUILDING MAINT	\$620.00
	1/25/2024	CINTAS CORPORATION	MAT RENTAL	\$73.16
	1/25/2024	HOFFMANS LAWN CARE LLC	BUILDING MAINT	\$1,248.00
	1/25/2024	HOFFMANS LAWN CARE LLC	BUILDING MAINT	\$1,103.00
			TOTAL 5328	\$4,900.60
	1/11/2024	GREENFLY NETWORKS INC	TELEPHONE SERVICE	\$374.20
	1/17/2024	VERIZON	CELL PHONE SERVICE	\$94.73
	1/17/2024	VERIZON	CELL PHONE SERVICE	\$125.80
			TOTAL 5330	\$594.73
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$100.00
			TOTAL 5332	\$100.00
	1/22/2024	XEROX FINANCIAL SERVICES LLC	COPY MACHINE RENTAL	\$2,942.95
	1/25/2024	QUADIENT LEASING USA INC	POSTAGE MACHINE RENTAL	\$998.10
			TOTAL 5335	\$3,941.05
	1/17/2024	RUMPKES CONSOLIDATED COMPANIES	TRASH REMOVAL	\$200.35
	1/25/2024	AMERICAN ELECTRIC POWER	ELECTRICITY	\$13,615.94
			TOTAL 5338	\$13,816.29
			DPHD HQ TOTAL	\$80,901.38
CH ADMIN	1/12/2024	EMPLOYEES	SALARY	\$45,918.64
			TOTAL 5001	\$45,918.64
	1/12/2024	EMPLOYEES	OVERTIME	\$250.64
			TOTAL 5004	\$250.64
	1/12/2024	EMPLOYEES	WORKERS COMP	\$398.00
			TOTAL 5102	\$398.00
	1/12/2024	EMPLOYEES	PERS	\$10,650.34
			TOTAL 5120	\$10,650.34
	1/12/2024	EMPLOYEES	MEDICARE	\$702.13
			TOTAL 5131	\$702.13
	1/11/2024	FIRST COMMONWEALTH BANK	PROGRAM SUPPLIES	\$299.96
			TOTAL 5215	\$299.96
	1/8/2024	MAIL PRO 1 LLC	OTHER PROFESSIONAL SERVICE	\$2,557.50
	1/22/2024	CARROLL, NICOLE L	OTHER PROFESSIONAL SERVICE	\$1,770.00
			TOTAL 5301	\$4,327.50
	1/25/2024	HILLIER, ALYSSA J	MILEAGE	\$36.29
			TOTAL 5309	\$36.29
	1/17/2024	AIM MEDIA MIDWEST OPERATING LLC	ADVERTISING	\$1,875.00
			TOTAL 5312	\$1,875.00
	1/22/2024	MAIL PRO 1 LLC	POSTAL SERVICE	\$2,769.00
			TOTAL 5331	\$2,769.00
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWNCE	\$353.97
			TOTAL 5332	\$353.97
			CH ADMIN TOTAL	\$67,581.47
HEAL GRANT	1/12/2024	EMPLOYEES	SALARY	\$1,080.00
			TOTAL 5001	\$1,080.00
	1/12/2024	EMPLOYEES	WORKERS COMP	\$9.44

Delaware Public Health District				
List of Bills 01/01/20224 through 01/31/2024				
	DATE	PAYEE	PURPOSE	AMOUNT
			TOTAL 5102	\$9.44
	1/12/2024	EMPLOYEES	PERS	\$239.71
			TOTAL 5120	\$239.71
	1/12/2024	EMPLOYEES	MEDICARE	\$16.74
			TOTAL 5131	\$16.74
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$9.51
			TOTAL 5332	\$9.51
			HEAL GRANT TOTAL	\$1,355.40
CRIBS FOR KIDS	1/26/2024	EMPLOYEES	SALARY	\$624.40
			TOTAL 5001	\$624.40
	1/12/2024	EMPLOYEES	WORKERS COMP	\$5.46
			TOTAL 5102	\$5.46
	1/12/2024	EMPLOYEES	PERS	\$146.28
			TOTAL 5120	\$146.28
	1/12/2024	EMPLOYEES	MEDICARE	\$9.30
			TOTAL 5131	\$9.30
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$5.00
			TOTAL 5332	\$5.00
			CRIBS FOR KIDS TOTAL	\$790.44
EH ADMIN	1/12/2024	EMPLOYEES	SALARY	\$96,496.04
			TOTAL 5001	\$96,496.04
	1/12/2024	EMPLOYEES	OVERTIME	\$835.87
			TOTAL 5004	\$835.87
	1/12/2024	EMPLOYEES	WORKERS COMP	\$652.55
			TOTAL 5102	\$652.55
	1/12/2024	EMPLOYEES	PERS	\$17,629.55
			TOTAL 5120	\$17,629.55
	1/12/2024	EMPLOYEES	MEDICARE	\$1,471.70
			TOTAL 5131	\$1,471.70
	1/8/2024	FIRST COMMONWEALTH BANK	ADVERTISING	\$95.23
			TOTAL 5312	\$95.23
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$644.76
			TOTAL 5332	\$644.76
			EH ADMIN TOTAL	\$117,825.70
VECTOR	1/22/2024	AMAZON CAPITAL SERVICES INC	PROGRAM SUPPLIES	\$50.61
			TOTAL 5215	\$50.61
	1/11/2024	FIRST COMMONWEALTH BANK	BOOKS	\$42.00
			TOTAL 5217	\$42.00
			VECTOR TOTAL	\$92.61
PLUMBING	1/12/2024	EMPLOYEES	SALARY	\$40,697.05
			TOTAL 5001	\$40,697.05
	1/12/2024	EMPLOYEES	OVERTIME	\$82.13
			TOTAL 5004	\$82.13
	1/12/2024	EMPLOYEES	WORKERS COMP	\$238.40
			TOTAL 5102	\$238.40

Delaware Public Health District				
List of Bills 01/01/20224 through 01/31/2024				
	DATE	PAYEE	PURPOSE	AMOUNT
	1/12/2024	EMPLOYEES	PERS	\$6,357.13
			TOTAL 5120	\$6,357.13
	1/12/2024	EMPLOYEES	MEDICARE	\$605.14
			TOTAL 5131	\$605.14
	1/22/2024	AMAZON CAPITAL SERVICES INC	PROGRAM SUPPLIES	\$127.92
			TOTAL 5215	\$127.92
	1/8/2024	CITY OF DELAWARE	OTHER PROFESSIONAL SERVICE	\$1,300.00
	1/11/2024	CITY OF DELAWARE	OTHER PROFESSIONAL SERVICE	\$294.78
	1/11/2024	CITY OF POWELL	OTHER PROFESSIONAL SERVICE	\$105.82
	1/25/2024	BUILDING SAFETY	OTHER PROFESSIONAL SERVICE	\$3,713.25
			TOTAL 5301	\$5,413.85
	1/17/2024	CULLINS ONE HOUR HEATING & AIR CONDITIONING	REFUND	\$75.75
	1/25/2024	CONSTRUCT PLUMBING DESIGN LLC	REFUND	\$25.00
			TOTAL 5319	\$100.75
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$175.00
			TOTAL 5332	\$175.00
			PLUMBING TOTAL	\$53,797.37
FLEET	1/25/2024	WEX BANK	FUEL	\$1,473.27
			TOTAL 5228	\$1,473.27
			FLEET TOTAL	\$1,473.27
OTHER EH FEE BASED	1/12/2024	EMPLOYEES	SALARY	\$600.00
			TOTAL 5001	\$600.00
	1/12/2024	EMPLOYEES	PERS	\$121.39
			TOTAL 5120	\$121.39
	1/12/2024	EMPLOYEES	MEDICARE	\$9.05
			TOTAL 5131	\$9.05
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$5.24
			TOTAL 5332	\$5.24
			OTHER EH FEE BASED TOTAL	\$735.68
PH ADMIN	1/12/2024	EMPLOYEES	SALARY	\$14,395.35
			TOTAL 5001	\$14,395.35
	1/12/2024	EMPLOYEES	OVERTIME	\$24.11
			TOTAL 5004	\$24.11
	1/12/2024	EMPLOYEES	WORKERS COMP	\$122.31
			TOTAL 5102	\$122.31
	1/12/2024	EMPLOYEES	PERS	\$3,269.86
			TOTAL 5120	\$3,269.86
	1/12/2024	EMPLOYEES	MEDICARE	\$216.08
			TOTAL 5131	\$216.08
	1/11/2024	ASIST TRANSLATION SRVCS INC	INTERPRETER	\$111.62
	1/11/2024	CTS LINK	INTERPRETER	\$113.00
	1/25/2024	MEDICOUNT MANAGEMENT INC	OTHER PROFESSIONAL SERVICE	\$8,832.51
	1/25/2024	MEDICOUNT MANAGEMENT INC	OTHER PROFESSIONAL SERVICE	\$1,000.00
			TOTAL 5301	\$10,057.13
	1/25/2024	SYAR,MANUELA A	MILEAGE	\$4.88
	1/25/2024	WOLCOTT,LINDA	MILEAGE	\$11.14
	1/25/2024	WOLCOTT,LINDA	MILEAGE	\$1.58
			TOTAL 5309	\$17.60
	1/25/2024	NGUYEN,MILU V	PUBLIC RELATIONS	\$44.99

Delaware Public Health District				
List of Bills 01/01/20224 through 01/31/2024				
	DATE	PAYEE	PURPOSE	AMOUNT
			TOTAL 5317	\$44.99
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$99.33
			TOTAL 5332	\$99.33
			PH ADMIN TOTAL	\$28,246.76
DISEASE PREVENTION	1/12/2024	EMPLOYEES	SALARY	\$18,594.75
			TOTAL 5001	\$18,594.75
	1/12/2024	EMPLOYEES	OVERTIME	\$8.51
			TOTAL 5004	\$8.51
	1/12/2024	EMPLOYEES	WORKERS COMP	\$160.69
			TOTAL 5102	\$160.69
	1/12/2024	EMPLOYEES	PERS	\$4,347.90
			TOTAL 5120	\$4,347.90
	1/12/2024	EMPLOYEES	MEDICARE	\$283.20
			TOTAL 5131	\$283.20
	1/17/2024	VERIZON	CELL PHONE SERVICE	\$87.04
	1/25/2024	VERIZON	CELL PHONE SERVICE	\$87.04
			TOTAL 5330	\$174.08
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$187.06
			TOTAL 5332	\$187.06
			DISEASE PREVENTION TOTAL	\$23,756.19
CLINIC	1/12/2024	EMPLOYEES	SALARY	\$26,679.50
			TOTAL 5001	\$26,679.50
	1/12/2024	EMPLOYEES	OVERTIME	\$50.70
			TOTAL 5004	\$50.70
	1/12/2024	EMPLOYEES	WORKERS COMP	\$234.16
			TOTAL 5102	\$234.16
	1/12/2024	EMPLOYEES	PERS	\$5,850.53
			TOTAL 5120	\$5,850.53
	1/12/2024	EMPLOYEES	MEDICARE	\$401.14
			TOTAL 5131	\$401.14
	1/8/2024	FIRST COMMONWEALTH BANK	CLINIC SUPPLIES	\$588.14
			TOTAL 5201	\$588.14
	1/8/2024	FIRST COMMONWEALTH BANK	PROGRAM SUPPLIES	\$50.00
	1/22/2024	AMAZON CAPITAL SERVICES INC	PROGRAM SUPPLIES	\$130.10
			TOTAL 5215	\$180.10
	1/8/2024	FIRST COMMONWEALTH BANK	LICENSE	\$30.00
			TOTAL 5305	\$30.00
	1/17/2024	VERIZON	CELL PHONE SERVICE	\$324.61
	1/25/2024	VERIZON	CELL PHONE SERVICE	\$324.79
			TOTAL 5330	\$649.40
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$186.13
			TOTAL 5332	\$186.13
			CLINIC TOTAL	\$34,849.80
BCMh	1/12/2024	EMPLOYEES	SALARY	\$3,808.10
			TOTAL 5001	\$3,808.10
	1/12/2024	EMPLOYEES	WORKERS COMP	\$33.42
			TOTAL 5102	\$33.42

Delaware Public Health District				
List of Bills 01/01/20224 through 01/31/2024				
	DATE	PAYEE	PURPOSE	AMOUNT
	1/12/2024	EMPLOYEES	PERS	\$884.49
			TOTAL 5120	\$884.49
	1/12/2024	EMPLOYEES	MEDICARE	\$56.14
			TOTAL 5131	\$56.14
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$32.13
			TOTAL 5332	\$32.13
			BCMH TOTAL	\$4,814.28
GET VACCINATED	1/26/2024	EMPLOYEES	SALARY	\$3,570.50
			TOTAL 5001	\$3,570.50
	1/12/2024	EMPLOYEES	WORKERS COMP	\$31.38
			TOTAL 5102	\$31.38
	1/12/2024	EMPLOYEES	PERS	\$827.73
			TOTAL 5120	\$827.73
	1/12/2024	EMPLOYEES	MEDICARE	\$53.46
			TOTAL 5131	\$53.46
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$27.17
			TOTAL 5332	\$27.17
			GET VACCINATED TOTAL	\$4,510.24
INSURANCE	1/11/2024	ANTHEM BLUE CROSS AND BLUE SHIELD	HEALTH INSURANCE	\$107,359.49
BENEFIT POOL	1/11/2024	LINCOLN NATIONAL LIFE INSURANCE CO	HEALTH INSURANCE	\$1,105.96
	1/11/2024	MATRIX INTEGRATED PSYCHOLOGICAL SVCS	EAP	\$222.00
	1/11/2024	TASC	HEALTH INSURANCE	\$1,278.84
	1/11/2024	VSP OHIO	VISION INSURANCE	\$822.57
	1/25/2024	ANTHEM BLUE CROSS AND BLUE SHIELD	HEALTH INSURANCE	\$105,132.55
	1/25/2024	LINCOLN NATIONAL LIFE INSURANCE CO	HEALTH INSURANCE	\$1,152.98
	1/25/2024	MATRIX INTEGRATED PSYCHOLOGICAL SVCS	EAP	\$222.00
	1/25/2024	VSP OHIO	VISION INSURANCE	\$797.96
			TOTAL 5101	\$218,094.35
	1/11/2024	DELTA DENTAL PLAN OF OHIO	DENTAL INSURANCE	\$3,877.76
	1/25/2024	DELTA DENTAL PLAN OF OHIO	DENTAL INSURANCE	\$3,710.10
			TOTAL 5103	\$7,587.86
	1/11/2024	LINCOLN NATIONAL LIFE INSURANCE CO	LIFE INSURANCE	\$1,250.87
	1/25/2024	LINCOLN NATIONAL LIFE INSURANCE CO	LIFE INSURANCE	\$1,264.87
			TOTAL 5104	\$2,515.74
			INSURANCE BENEFIT POOL TOTAL	\$228,197.95
FOOD	1/22/2024	BAILEYS TEST STRIPS	PROGRAM SUPPLIES	\$194.00
			TOTAL 5215	\$194.00
	1/11/2024	CALYPSO CARS LLC	VEHICLE PARTS	\$66.50
			TOTAL 5228	\$66.50
	1/8/2024	MOORE,JOETTE M	OTHER PROFESSIONAL	\$1,544.42
	1/22/2024	MOORE,JOETTE M	OTHER PROFESSIONAL	\$1,740.72
			TOTAL 5301	\$3,285.14
	1/17/2024	AIM MEDIA MIDWEST OPERATING LLC	ADVERTISING	\$360.20
			TOTAL 5312	\$360.20
	1/11/2024	CALYPSO CARS LLC	VEHICLE MAINT	\$25.00
			TOTAL 5328	\$25.00
	1/17/2024	VERIZON	CELL PHONE SERVICE	\$189.53
			TOTAL 5330	\$189.53
	1/17/2024	TREASURER,STATE OF OHIO	REMIT TO STATE	\$56.00

Delaware Public Health District				
List of Bills 01/01/20224 through 01/31/2024				
	DATE	PAYEE	PURPOSE	AMOUNT
	1/17/2024	TREASURER,STATE OF OHIO	REMIT TO STATE	\$196.00
			TOTAL 5365	\$252.00
			FOOD TOTAL	\$4,372.37
WATER	1/11/2024	MASI INC	LAB AND TESTING	\$50.00
	1/17/2024	MASI INC	LAB AND TESTING	\$78.50
	1/22/2024	MASI INC	LAB AND TESTING	\$55.45
	1/25/2024	MASI INC	LAB AND TESTING	\$79.55
			TOTAL 5301	\$263.50
			WATER TOTAL	\$263.50
SOLID WASTE	1/17/2024	VERIZON	CELL PHONE SERVICE	\$23.68
			TOTAL 5330	\$23.68
			SOLID WASTE TOTAL	\$23.68
EVEN YEAR WIC	1/12/2024	EMPLOYEES	SALARY	\$31,922.54
			TOTAL 5001	\$31,922.54
	1/12/2024	EMPLOYEES	OVERTIME	\$305.17
			TOTAL 5004	\$305.17
	1/12/2024	EMPLOYEES	WORKERS COMP	\$280.79
			TOTAL 5102	\$280.79
	1/12/2024	EMPLOYEES	PERS	\$7,475.41
			TOTAL 5120	\$7,475.41
	1/12/2024	EMPLOYEES	MEDICARE	\$492.37
			TOTAL 5131	\$492.37
	1/11/2024	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	\$21.31
			TOTAL 5201	\$21.31
	1/25/2024	MENCHACA,JACQUELINE E	OTHER PROFESSIONAL SERVICE	\$357.50
	1/25/2024	MENCHACA,JACQUELINE E	OTHER PROFESSIONAL SERVICE	\$272.50
			TOTAL 5301	\$630.00
	1/25/2024	OHIO LACTATION CONSULTANT ASSOC	CONF REGISTRTION FEE	\$420.00
			TOTAL 5305	\$420.00
	1/25/2024	SYAR,MANUELA A	MILEAGE	\$37.70
	1/25/2024	WOLCOTT,LINDA	MILEAGE	\$12.18
			TOTAL 5309	\$49.88
	1/17/2024	CHARTER COMMUNICATIONS HOLDINGS LLC	INTERNET	\$124.98
	1/25/2024	UNION COUNTY HEALTH DEPARTMENT	INTERNET	\$50.00
			TOTAL 5315	\$174.98
	1/17/2024	VERIZON	CELL PHONE SERVICE	\$74.54
	1/17/2024	VERIZON	CELL PHONE SERVICE	\$29.51
	1/25/2024	VERIZON	CELL PHONE SERVICE	\$29.51
			TOTAL 5330	\$133.56
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$50.68
			TOTAL 5332	\$50.68
	1/11/2024	MORROW COUNTY COMMISSIONERS	BUILDING RENT	\$650.00
	1/22/2024	MORROW COUNTY COMMISSIONERS	BUILDING RENT	\$650.00
			TOTAL 5335	\$1,300.00
			EVEN YR WIC TOTAL	\$43,256.69
INJURY PREVENTION	1/12/2024	EMPLOYEES	SALARY	\$4,531.90
			TOTAL 5001	\$4,531.90
	1/12/2024	EMPLOYEES	WORKERS COMP	\$39.78
			TOTAL 5102	\$39.78

Delaware Public Health District				
List of Bills 01/01/20224 through 01/31/2024				
	DATE	PAYEE	PURPOSE	AMOUNT
	1/12/2024	EMPLOYEES	PERS	\$1,036.07
			TOTAL 5120	\$1,036.07
	1/12/2024	EMPLOYEES	MEDICARE	\$69.24
			TOTAL 5131	\$69.24
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$36.52
			TOTAL 5332	\$36.52
			INJURY PREVENTION TOTAL	\$5,713.51
SAFE	1/24/2024	BAIN,JACQUELINE J	VOID CK 596841	(\$54.95)
	1/24/2024	BAIN,JACQUELINE J	MILEAGE	\$54.95
	1/25/2024	BAIN,JACQUELINE J	MILEAGE	\$35.76
			TOTAL 5309	\$35.76
			SAFE TOTAL	\$35.76
470 S. SANDUSKY	1/22/2024	ALMUR CONSTRUCTION INC	INSTALL AIPHONE	\$1,200.00
	1/22/2024	ALMUR CONSTRUCTION INC	DOOR LOCK SVC	\$487.50
			TOTAL 5410	\$1,687.50
			470 S. SANDUSKY TOTAL	\$1,687.50
PHEP	1/12/2024	EMPLOYEES	SALARY	\$5,571.70
			TOTAL 5001	\$5,571.70
	1/12/2024	EMPLOYEES	WORKERS COMP	\$48.78
			TOTAL 5102	\$48.78
	1/12/2024	EMPLOYEES	PERS	\$1,301.20
			TOTAL 5120	\$1,301.20
	1/12/2024	EMPLOYEES	MEDICARE	\$84.75
			TOTAL 5131	\$84.75
	1/11/2024	TREASURER,STATE OF OHIO	OTHER PROFESSIONAL SERVICE	\$150.00
			TOTAL 5301	\$150.00
	1/12/2024	EMPLOYEES	CELL PHONE ALLOWANCE	\$65.00
			TOTAL 5332	\$65.00
			PHEP TOTAL	\$7,221.43
WORKFORCE DEVELOPMENT	1/8/2024	FIRST COMMONWEALTH BANK	WINTER ED SUPPLIES	\$23.26
	1/22/2024	FIRST COMMONWEALTH BANK	REPOST TO 70225111-5201	(\$23.26)
			TOTAL 5201	\$0.00
	1/8/2024	FIRST COMMONWEALTH BANK	FOOD WINTER ED	\$245.63
	1/22/2024	FIRST COMMONWEALTH BANK	REPOST TO 70225111-5294	(\$245.63)
			TOTAL 5294	\$0.00
	1/8/2024	FIRST COMMONWEALTH BANK	LICENSE	\$78.50
	1/11/2024	OOWA	CONF REGISTRATION FEE	\$1,000.00
	1/22/2024	CLEMANS NELSON & ASSOC INC	CONF REGISTRATION FEE	\$49.00
	1/22/2024	SANDERS,KARIE	LICENSE	\$78.50
	1/22/2024	WILSON,JENNIFER	LICENSE	\$78.50
			TOTAL 5305	\$1,284.50
	1/11/2024	GREATER POWELL AREA CHAMBER OF COMMERCE	MEMBERSHIP	\$131.25
	1/11/2024	OOWA	MEMBERSHIP	\$480.00
	1/22/2024	HOWARD,ADAM	MEMBERSHIP	\$73.00
	1/22/2024	MIESELER,PAULA J	MEMBERSHIP	\$75.00
	1/22/2024	SANDERS,KARIE	MEMBERSHIP	\$105.00
	1/22/2024	WILSON,JENNIFER	MEMBERSHIP	\$73.00
			TOTAL 5308	\$937.25
	1/8/2024	FIRST COMMONWEALTH BANK	CATERING	\$1,683.26
	1/22/2024	FIRST COMMONWEALTH BANK	REPOST TO 70225111-5381	(\$1,683.26)

January 2024

		Public Health/General Operating Funds							
		12/31/2023 - Cash Balance		\$ 7,836,328.90		\$ 882,743.99		Encumbrances	
		Revenues							
	Fund Number	2024 Budgeted Revenue	2024 January Revenue	2023 January Revenue	2024 Year to Date Revenue	2023 Year to Date Revenue	% Received YTD 83%		
Administration	70225111	\$ 508,231.00	\$ 71,808.74	\$ 17,282.90	\$ 71,808.74	\$ 17,282.90	14%		
Vital Statistics	70225112	\$ 251,409.20	\$ 16,800.00	\$ 15,954.00	\$ 16,800.00	\$ 15,954.00	7%		
DPHD HQ	70225113	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -			
Data & Communication	70225114	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!		
Building	70225115	\$ -	\$ -	\$ 9,067.85	\$ -	\$ 9,067.85			
Sunbury Satellite	70225116	\$ -	\$ -	\$ -	\$ -	\$ -			
OEPA Litter	70225221	\$ 1,032.57	\$ -	\$ -	\$ -	\$ -	0%		
CH Administration	70225222	\$ 372,899.00	\$ -	\$ 19,319.17	\$ -	\$ 19,319.17	0%		
Communication	70225225	\$ -	\$ -	\$ -	\$ -	\$ -			
MRC Program 2022	70225226	\$ 18,750.00	\$ -	\$ -	\$ -	\$ -			
RISE Grant	70225227	\$ 16,250.00	\$ -	\$ -	\$ -	\$ -			
PH Emergency Planning	70225228	\$ -	\$ -	\$ 37,460.00	\$ -	\$ 37,460.00	#DIV/0!		
HEAL Grant	70225231	\$ 22,000.00	\$ 5,000.00	\$ 5,600.00	\$ 5,000.00	\$ 5,600.00	23%		
Cribs for Kids	70225232	\$ -	\$ 1,300.00	\$ 4,050.00	\$ 1,300.00	\$ 4,050.00			
DKMM Litter Grant	70225233	\$ 86,789.00	\$ -	\$ -	\$ -	\$ -			
EH Administration	70225441	\$ 940.00	\$ 18,537.98	\$ -	\$ 18,537.98	\$ -	1972%		
ER Response & Waste Management	70225442	\$ -	\$ -	\$ -	\$ -	\$ -			
Sewage	70225443	\$ -	\$ -	\$ 24,545.00	\$ -	\$ 24,545.00	#DIV/0!		
Vector	70225444	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -			
Residential Services	70225445	\$ -	\$ -	\$ -	\$ -	\$ -			
Plumbing	70225446	\$ 1,497,753.89	\$ 88,353.75	\$ 87,367.75	\$ 88,353.75	\$ 87,367.75	6%		
Food Protection & Public Safety	70225447	\$ -	\$ -	\$ 1,125.00	\$ -	\$ 1,125.00	#DIV/0!		
Fleet	70225448	\$ -	\$ -	\$ -	\$ -	\$ -			
Other EH Fee Based Programs	70225449	\$ 50,133.00	\$ 7,747.50	\$ -	\$ 7,747.50	\$ -	15%		
PH Administration	70225551	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -			
Public Health Disease Prevention	70225554	\$ 6,999.00	\$ -	\$ -	\$ -	\$ -	0%		
Community Health & Clinic Services	70225555	\$ 326,313.64	\$ 77,506.40	\$ 8,861.25	\$ 77,506.40	\$ 8,861.25	24%		
BCMH	70225556	\$ 13,781.25	\$ -	\$ -	\$ -	\$ -	0%		
Get Vaccinated	70225558	\$ 15,000.00	\$ 3,225.00	\$ 3,810.00	\$ 3,225.00	\$ 3,810.00	22%		
PH Naloxone	70225559	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -	0%		
Insurance Benefit Pool	70225771	\$ 841,865.00	\$ 17,415.88	\$ -	\$ 17,415.88	\$ -	2%		
Health Levy	70225772	\$ 4,102,781.00	\$ -	\$ -	\$ -	\$ -	0%		
Sunset funds	Total	\$ 8,429,927.55	\$ 307,695.25	\$ 234,442.92	\$ 307,695.25	\$ 234,442.92	4%		

Expenditures									
	Fund Number	2023 Carryover	2024 Budgeted Expenditures	2024 January Expenditures	2023 January Expenditures	2024 Year to Date Expenditures	2023 Year to Date Expenditure	% Expended YTD 83%	
Administration	70225111	\$ 3,849.40	\$ 1,301,621.99	\$ 374,590.13	\$ 256,186.47	\$ 374,590.13	\$ 256,186.47	29%	
Vital Statistics	70225112	\$ 25,000.00	\$ 269,410.39	\$ 43,603.88	\$ 26,282.32	\$ 43,603.88	\$ 26,282.32	15%	
DPHD HQ	70225113	\$ 998.10	\$ 429,995.27	\$ 80,901.38	\$ 24,102.73	\$ 80,901.38	\$ 24,102.73	19%	
Data & Communication	70225114	\$ -	\$ -	\$ -	\$ 18,848.72	\$ -	\$ 18,848.72	#DIV/0!	
Building	70225115	\$ -	\$ -	\$ -	\$ 3,433.34	\$ -	\$ 3,433.34	#DIV/0!	
Sunbury Satellite	70225116	\$ -	\$ -	\$ -	\$ 10,538.68	\$ -	\$ 10,538.68	#DIV/0!	
OEPA Litter	70225221	\$ -	\$ 2,262.72	\$ -	\$ -	\$ -	\$ -	0%	
CH Administration	70225222	\$ 5,729.46	\$ 773,354.07	\$ 67,581.47	\$ 99,211.06	\$ 67,581.47	\$ 99,211.06	9%	
Communication	70225225	\$ -	\$ -	\$ -	\$ 8,806.40	\$ -	\$ 8,806.40	#DIV/0!	
MRC Program 2022	70225226	\$ -	\$ 3,184.84	\$ -	\$ 264.52	\$ -	\$ 264.52	0%	
Rise Grant	70225227	\$ -	\$ 27,838.84	\$ -	\$ 706.48	\$ -	\$ 706.48	0%	
PH Emergency Planning	70225228	\$ -	\$ -	\$ -	\$ 17,971.84	\$ -	\$ 17,971.84	#DIV/0!	
Heal Grant	70225231	\$ 482.15	\$ 43,903.99	\$ 1,355.40	\$ 1,276.62	\$ 1,355.40	\$ 1,276.62	3%	
Cribs for Kids	70225232	\$ -	\$ 30,039.60	\$ 790.44	\$ -	\$ 790.44	\$ -	3%	
DKMM Litter Grant	70225233	\$ -	\$ 86,789.00	\$ -	\$ -	\$ -	\$ -	0%	
EH Administration	70225441	\$ 192.41	\$ 307,685.66	\$ 117,825.70	\$ 19,366.90	\$ 117,825.70	\$ 19,366.90	38%	
ER Response & Waste Management	70225442	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Sewage	70225443	\$ -	\$ -	\$ -	\$ 20,862.17	\$ -	\$ 20,862.17	#DIV/0!	
Vector	70225444	\$ 450.15	\$ 92,623.59	\$ 92.61	\$ 4,835.87	\$ 92.61	\$ 4,835.87	0%	
Residential Services	70225445	\$ -	\$ -	\$ -	\$ 3,903.36	\$ -	\$ 3,903.36	#DIV/0!	
Plumbing	70225446	\$ 5,300.00	\$ 728,184.44	\$ 53,797.37	\$ 39,671.08	\$ 53,797.37	\$ 39,671.08	7%	
Food Protection & Public Safety	70225447	\$ -	\$ -	\$ -	\$ 6,556.15	\$ -	\$ 6,556.15	#DIV/0!	
Fleet	70225448	\$ 1,700.00	\$ 187,000.00	\$ 1,473.27	\$ -	\$ 1,473.27	\$ -	1%	
Other EH Fee Based Programs	70225449	\$ -	\$ 132,091.51	\$ 735.68	\$ -	\$ 735.68	\$ -	1%	
PH Administration	70225551	\$ 1,000.00	\$ 134,916.82	\$ 28,246.76	\$ 33,033.96	\$ 28,246.76	\$ 33,033.96	21%	
Public Health Disease Prevention	70225554	\$ -	\$ 243,351.16	\$ 23,756.19	\$ 18,294.03	\$ 23,756.19	\$ 18,294.03	10%	
Community Health & Clinic Services	70225555	\$ 668.14	\$ 685,100.24	\$ 34,849.80	\$ 39,374.97	\$ 34,849.80	\$ 39,374.97	5%	
BCMH	70225556	\$ -	\$ 110,518.45	\$ 4,814.28	\$ 5,941.11	\$ 4,814.28	\$ 5,941.11	4%	
Get Vaccinated	70225558	\$ -	\$ 50,394.43	\$ 4,510.24	\$ 4,966.57	\$ 4,510.24	\$ 4,966.57	9%	
PH Naloxone	70225559	\$ -	\$ 223.96	\$ -	\$ -	\$ -	\$ -	0%	
Insurance Benefit Pool	70225771	\$ -	\$ 991,798.25	\$ 228,197.95	\$ -	\$ 228,197.95	\$ -	23%	
Health Levy	70225772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	
Sunset funds (Closed as of 12/31/2023)	Total	45,369.81	6,632,289.22	1,067,122.55	664,435.35	1,067,122.55	664,435.35	16%	
Public Health Fund Cash Balance 1/31/2024				\$ 7,076,901.60	change from prev month \$ (759,427.30)	\$ 2,383,951.98	Encumbrances		

January 2024

Special Revenue, Capital Project Funds & Debt Service								
		12/31/2023	Cash Balance	\$ 2,366,836.63		\$ 337,538.11	Encumbrances	
Revenues								
	Fund Number	12/31/2023 Beg Bal	2024 Budgeted Revenue	2024 January Revenue	2023 January Revenue	2024 Year-To-Date Revenue	2023 Year-To-Date Revenue	% Received YTD 83%
Campground Program	70351503	\$ 8,179.96	\$ 10,571.00	\$ -	\$ -	\$ -	\$ -	0%
Food Service	70451504	\$ 172,247.65	\$ 471,044.00	\$ 1,826.00	\$ 16,383.00	\$ 1,826.00	\$ 16,383.00	0%
Water System	70651506	\$ 15,725.93	\$ 14,801.00	\$ 615.75	\$ 324.10	\$ 615.75	\$ 324.10	4%
Solid Waste	70751507	\$ 46,762.62	\$ 53,274.00	\$ 12,672.74	\$ 12,490.48	\$ 12,672.74	\$ 12,490.48	24%
Swimming Pool	70851508	\$ 148,861.12	\$ 75,055.00	\$ -	\$ -	\$ -	\$ -	0%
Women Infants & Children	70951509	\$ -	\$ -	\$ -	\$ 127,384.89	\$ -	\$ 127,384.89	#DIV/0!
Even Year WIC Administration	70951539	\$ 145,082.62	\$ 633,222.00	\$ 74,445.30	\$ -	\$ 74,445.30	\$ -	12%
Injury Prevention Grant	71251520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Injury Prevention - Falls Grant	71251532	\$ 110,000.00	\$ 110,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	3%
SAFE	71351515	\$ 9,610.63	\$ 46,423.00	\$ 3,695.07	\$ 3,966.13	\$ 3,695.07	\$ 3,966.13	8%
Injury Prevention Grant	71351521	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
DGHD New Office	71451401	\$ 594,216.67	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
2023 Enhanced Operations Grant	71651531	\$ 425.14	\$ 731,888.18	\$ 300,000.00	\$ -	\$ 300,000.00	\$ -	-
PHEP	71751519	\$ 63,706.50	\$ 186,749.00	\$ 23,338.00	\$ -	\$ 23,338.00	\$ -	12%
New Facility Debt Service	75451402	\$ 185,380.59	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	0%
Workforce Development Grant	75551403	\$ 14,695.21	\$ 540,000.00	\$ -	\$ 58,957.28	\$ -	\$ 58,957.28	0%
Public Health Workforce	75551408	\$ 202,535.16	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	0%
Sewage Program	75851405	\$ 520,980.85	\$ 370,920.67	\$ 13,753.00	\$ -	\$ 13,753.00	\$ -	4%
Mosquito Grant	75951407	\$ 7,839.10	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Health Severance Reserve	76851409	\$ 120,586.88	\$ 95,000.00	\$ -	\$ -	\$ -	\$ -	0%
MRC STTRONG Program	76951533	\$ -	\$ 247,793.00	\$ -	\$ -	\$ -	\$ -	0%
Total		\$ 2,366,836.63	\$ 4,386,740.85	\$ 433,345.86	\$ 288,405.67	\$ 433,345.86	\$ 288,405.67	10%
Reimburseable Grants								
No longer receiving these grants/New Grants								

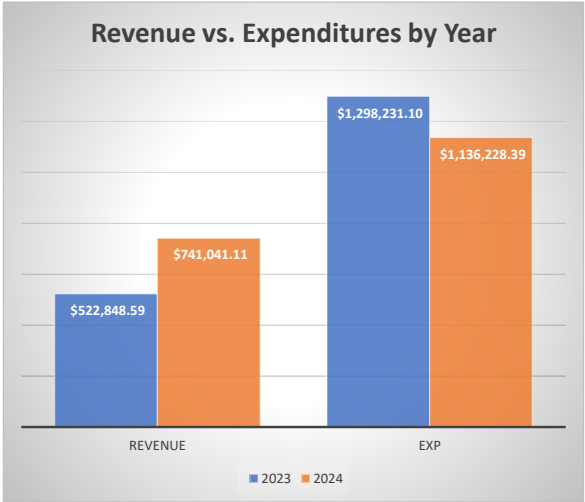
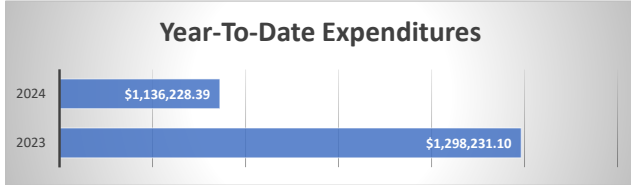
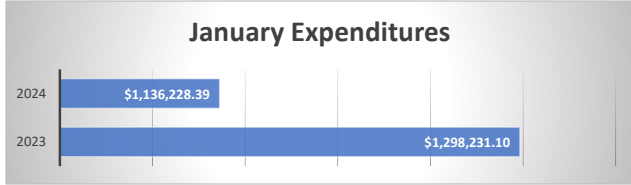
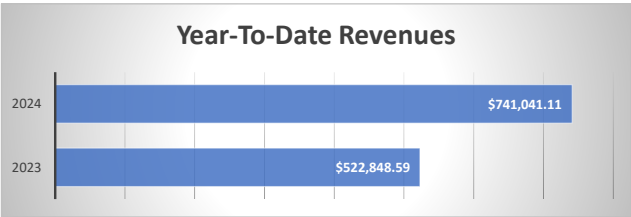
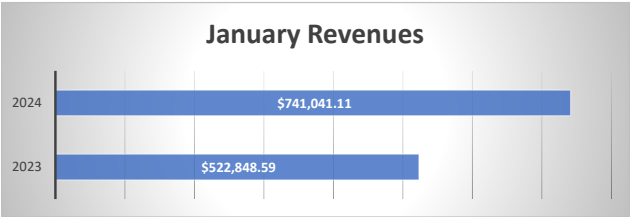
Expenditures									
	Fund Number	2023 Carryover	2024 Budgeted Expenditures	2024 January Expenditures	2023 January Expenditures	2024 Year-To-Date Expenditures	2023 Year-To-Date Expenditures	% Expended YTD 100%	1/31/2024 End Bal
Campground Program	70351503	\$ -	\$ 15,103.69	\$ -	\$ 803.24	\$ -	\$ 803.24	0%	\$ 8,179.96
Food Service	70451504	\$ 2,260.20	\$ 560,089.01	\$ 4,372.37	\$ 36,182.67	\$ 4,372.37	\$ 36,182.67	1%	\$ 169,701.28
Water System	70651506	\$ -	\$ 21,560.00	\$ 263.50	\$ 924.36	\$ 263.50	\$ 924.36	1%	\$ 16,078.18
Solid Waste	70751507	\$ -	\$ 40,320.15	\$ 23.68	\$ 2,641.54	\$ 23.68	\$ 2,641.54	0%	\$ 59,411.68
Swimming Pool	70851508	\$ -	\$ 64,732.11	\$ -	\$ 2,463.08	\$ -	\$ 2,463.08	0%	\$ 148,861.12
Women Infants & Children	70951509	\$ -	\$ -	\$ -	\$ 37,960.19	\$ -	\$ 37,960.19	#DIV/0!	\$ -
Even Year WIC Administration	70951539	\$ 1,500.00	\$ 623,222.00	\$ 43,256.48	\$ -	\$ 43,256.48	\$ -	7%	\$ 176,271.44
Injury Prevention Grant	71251520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
Injury Prevention - Falls Grant	71251532	\$ -	\$ 110,000.00	\$ 5,713.51	\$ -	\$ 5,713.51	\$ -	5%	\$ 107,286.49
SAFE	71351515	\$ -	\$ 46,230.46	\$ 35.76	\$ 4,836.54	\$ 35.76	\$ 4,836.54	0%	\$ 13,269.94
DGHD New Office	71451401	\$ -	\$ 594,216.67	\$ 1,687.50	\$ 520,704.41	\$ 1,687.50	\$ 520,704.41	0%	\$ 592,529.17
2023 Enhanced Operations Grant	71651531	\$ -	\$ 632,313.32	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ 300,425.14
PHEP	71751519	\$ -	\$ 80,236.64	\$ 7,221.43	\$ -	\$ 7,221.43	\$ -	9%	\$ 79,823.07
New Facility Debt Service Fund	75451402	\$ -	\$ 212,858.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 185,380.59
Workforce Development Grant	75551403	\$ 2,030.65	\$ 244,344.00	\$ -	\$ 12,325.71	\$ -	\$ 12,325.71	0%	\$ 14,425.21
Public Health Workforce	75551408	\$ -	\$ 550,000.00	\$ 2,221.75	\$ -	\$ 2,221.75	\$ -	0%	\$ 200,583.41
Sewage Program	75851405	\$ -	\$ 392,051.76	\$ 4,309.86	\$ -	\$ 4,309.86	\$ -	1%	\$ 530,423.99
Mosquito Grant	75951407	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ 7,839.10
Health Severance Reserve	76851409	\$ -	\$ 25,586.88	\$ -	\$ -	\$ -	\$ -	0%	\$ 120,586.88
MRC STTRONG Program	76951533	\$ -	\$ 247,793.00	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Total	\$	5,790.85	\$4,460,657.69	\$69,105.84	\$633,795.75	\$69,105.84	\$633,795.75	2%	\$2,731,077
Reimburseable Grants									
No longer receiving these grants/New Grants									

Other Financing Uses (Advances/Transfers)						
Date Issued	From	Name	To	Name	Amount	Date Returned
	70225111	Administration	71651531	2023 Enhanced	\$ 300,000.00	

1/31/2024-Special Revenue, Capital Project and Debt Service Funds Cash Balance	Encumbrances	
	\$2,731,076.65	\$423,887.74
Total Cash Balance	\$9,807,978.25	\$ 2,807,839.72

Total 2024 Year-To-Date Revenues	741,041	522,849	Total 2023 Year-To-Date Revenues
Total 2024 Year-To-Date Expenditures	1,136,228	1,298,231	Total 2023 Year-To-Date Expenditures

Overall:
Revenues:
Revenues are 124.31% of 2023 level
Expenditures:
Expenses are 87.08% of 2023 level



2024 DELAWARE PUBLIC HEALTH DISTRICT BUDGET

 Program DPHD HQ

 Fund 70225113
AMENDED APPROPRIATION REQUEST

ACCOUNT	CURRENT		AMENDED	
	2024		2024	
SALARIES		<u>46,018.67</u>		<u>46,018.67</u>
5001 - SALARIES	46,018.67		-	46,018.67
5004 - OVERTIME	0.00		-	0.00
BENEFITS		<u>13,405.24</u>		<u>13,405.24</u>
5102 - WORKERS COMP	690.28		-	690.28
5120 - AGENCY SHARE/OPERS	11,992.47		-	11,992.47
5131 - AGENCY SHARE/MCARE	722.49		-	722.49
MATERIALS & SUPPLIES		<u>13,276.71</u>		<u>29,706.40</u>
5201 - GENERAL SUPPLIES	11,206.40		15,500.00	26,706.40
5228 - VEHICLE MAINT&REPAIR SUP	2,070.31		929.69	3,000.00
SERVICES & CHARGES		<u>107,294.65</u>		<u>434,002.25</u>
5301 - CONTRACTED PROF SERVICE	1,542.84		4,457.16	6,000.00
5305 - TRAINING & STAFF DEVELOP	0.00		750.00	750.00
5309 - TRAVEL - MILEAGE REIM ONLY	0.00		100.00	100.00
5313 - PRINTED&RELATED SERVICES	2,132.16		-	2,132.16
5315 - SATTELITE, CABLE, INTERNET	0.00		13,000.00	13,000.00
5320 - SOFTWARE & COMPUTER SERVICES	0.00		89,890.00	89,890.00
5325 - MAINT CONTRACT & AGREEMENTS	303.52		37,696.48	38,000.00
5328 - MAINT & REPAIR SERVICES	19,400.00		2,100.00	21,500.00
5330 - COMMUNICATION SERVICES	0.00		8,000.00	8,000.00
5331 - POSTAL & FREIGHT SERVICE	730.09		-	730.09
5332 - CELL/INTERNET ALLOWANCE	0.00		100.00	100.00
5335 - RENTAL SERVICE	3,872.63		50,627.37	54,500.00
5338 - UTILITIES	79,313.41		21,986.59	101,300.00
5380 - OTHER SERVICES	0.00		98,000.00	98,000.00
CASH TRANSFERS		<u>250,000.00</u>		<u>250,000.00</u>
5801 - MISC CASH TRANSFER	250,000.00		-	250,000.00
TOTAL EXPENSES	429,995.27	429,995.27	343,137.29	773,132.56

2024 DELAWARE PUBLIC HEALTH DISTRICT BUDGETProgram VectorFund 70225444**AMENDED APPROPRIATION REQUEST**

ACCOUNT	CURRENT		AMENDED	
	2024		2024	
SALARIES		52,816.26		52,816.26
5001 - SALARIES	52,816.26		-	52,816.26
BENEFITS		15,385.38		15,385.38
5102 - WORKERS COMP	792.24		-	792.24
5120 - AGENCY SHARE/OPERS	13,763.92		-	13,763.92
5131 - AGENCY SHARE/MCARE	829.22		-	829.22
MATERIALS & SUPPLIES		20,011.50		20,011.50
5200 - PC MATERIAL SUPPLIES	0.00		-	0.00
5201 - GENERAL SUPPLIES	858.45		-	858.45
5215 - PROGRAM SUPPLIES	18,611.65		-	18,611.65
5217 - BOOK & PERIODICALS	0.00		-	0.00
5224 - UNIFORMS & CLOTHING	0.00		-	0.00
5225 - PERSONAL PROT EQUIPMENT	0.00		-	0.00
5228 - VEHICLE MAINT&REPAIR SUP	541.40		-	541.40
5241 - AGRIC/HORTIC MATERIALS	0.00		-	0.00
5243 - DRUGS & PHARMACEUTICALS	0.00		-	0.00
5244 - MEDICAL SUPPLIES	0.00		-	0.00
5260 - INV TOOL, EQUIP, FURN \$1000<\$4999	0.00		-	0.00
5266 - COVID 19 SUPPLIES	0.00		-	0.00
5284 - SIGN MATERIALS & SUPPLIES	0.00		-	0.00
5294 - FOOD SUPPLIES	0.00		-	0.00
SERVICES & CHARGES		4,410.45		6,182.88
5301 - CONTRACTED PROF SERVICE	2,023.27		576.73	2,600.00
5305 - TRAINING & STAFF DEVELOP	499.65		-	499.65
5328 - MAINT & REPAIR SERVICES	1,304.30		1,195.70	2,500.00
5330 - COMMUNICATION SERVICES	333.13		-	333.13
5331 - POSTAL & FREIGHT SERVICE	0.00		-	0.00
5332 - CELL/INTERNET ALLOWANCE	250.10		-	250.10
CAPITAL OUTLAYS & EQUIPMENT		0.00		54,000.00
5450 - EQUIPMENT > \$5000	0.00		54,000.00	54,000.00
TOTAL EXPENSES	92,623.59	92,623.59	55,772.43	148,396.02

2024 DELAWARE PUBLIC HEALTH DISTRICT BUDGETProgram FleetFund 70225448**AMENDED APPROPRIATION REQUEST**

ACCOUNT	CURRENT		AMENDED	
	2024		2024	
MATERIALS & SUPPLIES		0.00		22,000.00
5228 - VEHICLE MAINT&REPAIR SUP	0.00		22,000.00	22,000.00
SERVICES & CHARGES		87,000.00		87,000.00
5325 - MAINT CONTRACT & AGREEMENTS	87,000.00		-	87,000.00
CAPITAL OUTLAYS & EQUIPMENT		100,000.00		0.00
5450 - EQUIPMENT > \$5000	100,000.00		-	100,000.00
		0.00		
TOTAL EXPENSES	187,000.00	187,000.00	22,000.00	209,000.00
				109,000.00

2024 DELAWARE PUBLIC HEALTH DISTRICT BUDGETProgram Other EH Fee based programsFund 70225449**AMENDED APPROPRIATION REQUEST**

	CURRENT			AMENDED	
ACCOUNT	2024			2024	
SALARIES		<u>102,293.43</u>			<u>102,293.43</u>
5001 - SALARIES	102,293.43		-	102,293.43	
BENEFITS		<u>29,798.08</u>			<u>29,798.08</u>
5102 - WORKERS COMP	1,534.40		-	1,534.40	
5120 - AGENCY SHARE/OPERS	26,657.67		-	26,657.67	
5131 - AGENCY SHARE/MCARE	1,606.01		-	1,606.01	
SERVICES & CHARGES		<u>0.00</u>			<u>72.00</u>
5332 - CELL/INTERNET ALLOWANCE	0.00		72.00	72.00	
TOTAL EXPENSES	132,091.51	132,091.51	72.00	132,163.51	132,163.51

2024 DELAWARE PUBLIC HEALTH DISTRICT BUDGETProgram PH AdministrationFund 70225551**AMENDED APPROPRIATION REQUEST**

ACCOUNT	CURRENT		AMENDED	
	2024		2024	
SALARIES		92,546.09		92,546.09
5001 - SALARIES	90,506.09		-	90,506.09
5004 - OVERTIME	2,040.00		-	2,040.00
BENEFITS		26,958.68		26,958.68
5102 - WORKERS COMP	1,388.20		-	1,388.20
5120 - AGENCY SHARE/OPERS	24,117.51		-	24,117.51
5131 - AGENCY SHARE/MCARE	1,452.97		-	1,452.97
MATERIALS & SUPPLIES		3,270.94		3,270.94
5201 - GENERAL SUPPLIES	429.61		-	429.61
5215 - PROGRAM SUPPLIES	709.81		-	709.81
5217 - BOOK & PERIODICALS	41.59		-	41.59
5228 - VEHICLE MAINT&REPAIR SUP	2,089.93		-	2,089.93
SERVICES & CHARGES		12,141.11		44,923.00
5301 - CONTRACTED PROF SERVICE	2,821.20		32,178.80	35,000.00
5305 - TRAINING & STAFF DEVELOP	7,585.21		-	7,585.21
5308 - MEMBERSHIP, SUBSCRIPTION, DUES	76.24		-	76.24
5309 - TRAVEL - MILEAGE REIM ONLY	382.91		117.09	500.00
5310 - TRAVEL - NON TAXABLE	0.00		441.00	441.00
5317 - PUBLIC RELATIONS & PROMOTION	0.00		45.00	45.00
5320 - SOFTWARE & COMPUTER SERVICES	29.09		-	29.09
5328 - MAINT & REPAIR SERVICES	741.47		-	741.47
5332 - CELL/INTERNET ALLOWANCE	252.64		-	252.64
5381 - CATERING	252.35		-	252.35
TOTAL EXPENSES	134,916.82	134,916.82	32,781.89	167,698.71

2024 DELAWARE PUBLIC HEALTH DISTRICT BUDGETProgram NaloxoneFund 70225559**NEW REVENUE BUDGET ESTABLISHMENT**

INTERGOVERNMENTAL	0.00	<u>0.00</u>	-	0.00	<u>0.00</u>
4509 - FEDERAL GRANTS A					

0.00 TOTAL REVENUE**AMENDED APPROPRIATION REQUEST**

	CURRENT		AMENDED	
ACCOUNT	<u>2024</u>		<u>2024</u>	
MATERIALS & SUPPLIES				
5215 - PROGRAM SUPPLIES	36.47	<u>36.47</u>	288.53	<u>325.00</u>
SERVICES & CHARGES				
5332 - CELL/INTERNET ALLOWANCE	187.49	<u>187.49</u>	-	<u>187.49</u>
TOTAL EXPENSES	223.96	223.96	288.53	512.49

2024 DELAWARE PUBLIC HEALTH DISTRICT BUDGET

Program	Insurance Benefit Pool				
Fund	<u>70225771</u>				
AMENDED APPROPRIATION REQUEST					
ACCOUNT		CURRENT		AMENDED	
		<u>2024</u>		<u>2024</u>	
BENEFITS			<u>991,798.25</u>		<u>1,599,500.00</u>
5101 - HEALTH INSURANCE		939,247.87		595,452.13	1,534,700.00
5103 - DENTAL/OTHER INS + LTD		41,937.80		6,062.20	48,000.00
5104 - LIFE INSURANCE		10,612.58		6,187.42	16,800.00
TOTAL EXPENSES		991,798.25	991,798.25	607,701.75	1,599,500.00
				1,599,500.00	1,599,500.00

2024 DELAWARE PUBLIC HEALTH DISTRICT BUDGET

Program New Facility Debt Service Fund

Fund 75451402

AMENDED APPROPRIATION REQUEST					
ACCOUNT	CURRENT		AMENDED		
	2024		2024		
DEBT SERVICE		212,858.00			
5710 - INTEREST PAYMENTS	212,858.00		-	212,858.00	
5715 - PRINCIPAL PAYMENTS	0.00		100,000.00	100,000.00	
CASH TRANSFERS		0.00			0.00
5801 - MISC CASH TRANSFER	0.00		-	0.00	
TOTAL EXPENSES	212,858.00	212,858.00	100,000.00	312,858.00	0.00

2024 DELAWARE PUBLIC HEALTH DISTRICT BUDGET

Program EO 23

Fund 71651531

INTERGOVERNMENTAL		0.00		0.00
4509 - FEDERAL GRANTS A	0.00	-	0.00	
			0.00 TOTAL REVENUE	
AMENDED APPROPRIATION REQUEST				
	CURRENT		AMENDED	
ACCOUNT	2024		2024	
SALARIES				
	29,707.74		29,707.74	
5001 - SALARIES	29,707.74	-	29,707.74	
5004 - OVERTIME	0.00	-		
BENEFITS				
	8,292.26		8,292.26	
5101 - HEALTH INSURANCE	434.56	-	434.56	
5102 - WORKERS COMP	297.08	-	297.08	
5120 - AGENCY SHARE/OPERS	7,129.86	-	7,129.86	
5131 - AGENCY SHARE/MCARE	430.76	-	430.76	
MATERIALS & SUPPLIES				
	215,932.32		209,932.32	
5215 - PROGRAM SUPPLIES	215,932.32	(6,000.00)	209,932.32	
SERVICES & CHARGES				
	7,400.00		19,400.00	
5305 - TRAINING & STAFF DEVELOP	2,400.00	-	2,400.00	
5312 - ADVERT&LEGAL NOTICE	5,000.00	12,000.00	17,000.00	
CAPITAL OUTLAYS & EQUIPMENT				
	370,981.00		364,981.00	
5450 - EQUIPMENT > \$5000	370,981.00	(6,000.00)	364,981.00	
TOTAL EXPENSES	632,313.32	632,313.32	0.00	632,313.32

LEASE SUMMARY

- 1. Date:** July 18, 2018
- 2. Location:** Sunbury Mills Plaza, 137 State Route 3, Sunbury, Ohio
- 3. Landlord:** Sunbury Mills Plaza, LLC
720 East Broad Street, Suite 200
Columbus, OH 43215-3947

Tenant: **Delaware General Health District**
Dave Knowlton
P.O. Box 570
1-3 West Winter Street
Delaware, OH 43015
Phone: 740-203-2010
Email: dknowlton@delawarehealth.org

Lease Term: five (5) years

Renewal Term: five (5) five (5) year renewal periods

Possession Date: Upon completion of work and receipt of occupancy permit

Commence Date (1st rent payment due): At possession estimate to be October 1, 2018

Approximate Leased Square Footage: 1,627

TOTAL RENT (See Exhibit C for complete lease term rent table):

Minimum Rent **\$ 1,720.56**

CAM (estimated additional rent) includes taxes & insurance **\$ 607.41**

TOTAL DUE MONTHLY: **\$ 2,327.97**

Monthly Rent Due Date: 1st day of each month

DK Tenant Int. RL Landlord Int.

LEASE

By this Lease (the "Lease"), dated as of the 18th day of July, 2018 (the "Execution Date"), **Sunbury Mills Plaza, LLC**, an Ohio limited liability company, with offices at **720 East Broad Street, Suite 200, Columbus, Ohio 43215** ("Landlord"), hereby leases to **Delaware General Health District** with offices at **P.O. Box 570, 1-3 West Winter Street, Delaware, OH 43015** ("Tenant"), and Tenant hereby leases from Landlord, the space comprising approximately **1,627 square feet** with the Premises address being **137 State Route 3, Sunbury, OH 43074** (the "Premises") in a retail shopping center located at **Sunbury Mills Plaza** (the "Shopping Center"), upon the terms, covenants and conditions set forth in this Lease. A floor plan showing the Retail Center is attached hereto as Exhibit A.

ARTICLE 1 TERM OF LEASE

1.1 LEASE TERM: This Lease shall be for a term of five (5) years (the "Original Term") October 1, 2018 Possession Date. For purposes of the preceding sentence, Landlord's Work shall be deemed to have been completed when the following conditions have been satisfied: (a) Landlord's work as described in Exhibit "B" has been completed except for such punch list items as do not materially interfere with the performance of Tenant's Work; and (b) water, wastewater, electricity and gas utilities are available to the Premises for Tenant connection in accordance with Exhibit "B". Landlord agrees to deliver possession of the Premises to Tenant no earlier than September 30, 2018 but no later than December 31, 2018. If for any reason Landlord is unable to deliver possession of the Premises to Tenant on the Possession Date, Landlord shall not be liable for any damages therefore, nor shall this Lease be void or voidable, but Tenant shall not be obligated to pay Rent (as hereinafter defined) until the Commencement Date. If possession is not delivered by Landlord to Tenant by Possession Date, Landlord agrees to provide Tenant access to the Premises to commence Tenant's Work to the extent such work may be performed prior to the completion of Landlord's Work. If possession is not delivered by Landlord to Tenant within sixty (60) days of Possession Date, Tenant may within ten (10) days thereafter cancel this Lease by giving Landlord written notice of its intent to cancel the Lease, and thereafter neither party shall have any rights, duties or obligations under this Lease. If Tenant fails to provide the written notice of cancellation as described in the preceding sentence, the Original Term and Commencement Date shall be delayed until the following year with all applicable dates and deadlines being one year after the dates set forth in the Section 1.1. Landlord warrants and represents that it is the owner of the Shopping Center, and has full power and authority to enter into this Lease. Tenant warrants and represents that it has full power and authority to enter into this Lease in accordance with R. C. § 3707.55 and Board Resolution No. April 24, 2018 6.03A.

DK Tenant Int. PL Landlord Int.

1.2 LANDLORD'S WORK: Prior to Tenant's taking possession of the Premises, Landlord shall make such improvements to the Premises as are set forth on Exhibit B attached hereto ("Landlord's Work"), if applicable. Landlord warrants that Landlord's Work shall be performed in a good and workmanlike manner, and in compliance with all applicable statutes, regulations, codes and ordinances, and further warrants that all such work, including, but not limited to, the HVAC system, shall be in good condition and working order as of the Commencement Date. The Landlord's Work shall be at Landlord's expense. Landlord will also make improvements to the Tenants space over and above those defined in Exhibit B. The Additional Improvements shall consist of the difference between those items contained within Exhibit B. and those defined in Exhibit D (Additional Landlord's Work), and in any case where a specification in Exhibit B conflicts with a specification on Exhibit D, the specifications in Exhibit B shall be used. The Additional Improvements shall be at Landlord's expense. Tenant acknowledges that it has had an opportunity to carefully inspect the Premises, and subject to the completion of Landlord's Work in the manner and with the warranties set forth in this Section, Tenant accepts the Premises in its "as is" condition; provided, however, that Landlord shall be responsible for latent defects in the Premises and the building of which the Premises are a part, which were not readily discoverable by Tenant upon reasonable inspection prior to the Commencement Date.

1.3 OPTION TO TERMINATE LEASE: The Tenant shall, with ninety (90) day written notice to Landlord, have the right to terminate the Lease at the completion of the second anniversary of rent commencement. Tenant shall pay, at the time of termination, all unamortized Lease Commissions estimated to be \$3,831.90.

1.4 OPTION TO RENEW: Tenant is hereby granted the option to renew this Lease for **five (5) additional period(s) of five (5) year(s) (the "Renewal Period(s)")** on the same terms and conditions contained herein except for the Rent to be paid hereunder, this option being granted upon the condition that (a) written notice of the exercise of the option shall be given by Tenant to Landlord not less than three (3) months written notice prior to the end of the then current period of this Lease, and (b) at the time of the giving of such notice and at the expiration of the then expiring Lease period, there are no defaults in the covenants, agreements, terms and conditions on the part of Tenant to be kept and performed hereunder continuing beyond any applicable grace period provided in this Lease, and all rents are and have been fully paid. Each renewal period shall commence on the day following the end of the original term of this Lease or the end of the preceding renewal period, as the case may be.

1.5 As used in this Lease, the words "term," "Lease term," "term of this Lease" and language of similar import shall mean the original term as well as any Renewal Periods taken by Tenant pursuant to this Article 1.

1.6 As utilized herein, "Lease Year" or "lease year" shall mean each period of twelve (12) consecutive calendar months during the original term or any Renewal Period which begins on the Commencement Date or on any annual anniversary thereof,

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plus any shorter period which begins as aforesaid and ends on the date of the expiration or termination of this Lease. If the Commencement Date is a date other than the first day of a calendar month, the first Lease Year shall also include any days after Commencement Date until the first day of the next calendar month.

ARTICLE 2 RENT

2.1 During the Original Term, Tenant shall pay annual minimum rent, as defined in Exhibit C, in equal and consecutive monthly installments **on the first day of each calendar month in advance**. The first installment of minimum rent shall be paid based upon the Commencement Date as delineated in Paragraph 1.1. In the event the Commencement Date is a day other than the first day of a calendar month, the first installment of minimum rent (which shall be paid on the Commencement Date) shall be prorated on a per diem basis. Tenant shall pay, in addition to the minimum rent, the additional rent and all other amounts as more specifically set forth below.

2.1.1 Tenant shall pay minimum rent for the option period or periods, identified in Section 1.3. All rent payable during Renewal Periods shall be paid in equal and consecutive monthly installments on the first day of each calendar month in advance.

2.2 Tenant, in addition to minimum rent and/or Improvement Rent as defined in 2.1, 2.1.1 and 2.2.5 of this Lease, shall pay as additional rent as defined in 2.2.1, 2.2.2, 2.2.3, 2.2.4 during the term the following:

2.2.1 Tenant shall pay a percentage rent determined as follows: N/A

2.2.2 Common Area Charges: Tenant's proportionate share (as defined below) of all the costs and expenses accrued by Landlord beginning with the Commencement Date to (a) supervise, insure and control all exposed mall or corridor areas, parking lots, parking areas, sidewalks, landscaped areas, planters, pylon signs and other areas, facilities or improvements intended for the common use and enjoyment of tenants and occupants of the Shopping Center (collectively, the "Common Areas"), (b) pay for all utilities, any trash removal provided by Landlord, (Tenants requesting and/or causing nonscheduled trash removal will be billed separately for the additional pick-up(s).), and other costs and expenses of operating the Common Areas, (c) maintain, repair and replace (including the establishment of appropriate reserves therefore) all Common Areas, (d) pay all charges, if any, for utilities supplied to or at the Shopping Center and not separately metered to tenants or other users, and (e) pay or retain an administrative fee which shall not exceed 10% of the Common Area charges (exclusive of taxes and insurance) for the applicable Lease Year ("Common Area Charges"). Unless otherwise specified herein, such charges shall not include expenses of a capital nature or expenses of maintaining the roof, foundations and exterior portions of the main building (except plate glass and doors) of the Shopping Center, except to the extent the costs are created by Tenant, its agents, employees or invitees, nor shall such

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charges include any of the following: (1) expenses for which the Landlord is or will be reimbursed by another source (excluding Tenant reimbursement for Operating Expenses), including but not limited to repair or replacement of any item covered by warranty or any insurance required to be maintained by Landlord under this Lease; (2) costs incurred to benefit (or as a result of) a specific tenant or items and services selectively supplied to any specific tenant; (3) expenses for the defense of the Landlord's title to the Shopping Center; (4) depreciation and amortization of the Shopping Center or financing costs, including interest and principal amortization of debts; (5) charitable or political contributions; (6) costs of improving or renovating space for a tenant or space vacated by a tenant; (7) costs to correct original or latent defects in the design, construction or equipment of the Shopping Center; (8) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard; (9) any expenses incurred (i) to comply with any statutes, codes, rules, regulations or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act or any state or federal environmental laws; or (ii) as a result of Landlord's alleged violation of or failure to comply with any statutes, codes, rules, regulations or any court order, decree or judgment; (10) leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants; (11) rental on ground leases or other underlying leases; (12) attorneys' fees, accounting fees and expenditures incurred in connection with tax contests or negotiations, disputes and claims of other tenants or occupants of the Shopping Center or with other third parties except as specifically provided in the Lease; (13) amounts billed (directly or indirectly) for salaries, overhead, office expenses, rent and office supplies which are duplicative or do not represent costs incurred for actual services. Tenant's "proportionate share" of Common Area Charges is the percent derived by dividing the square foot area of the Premises (as set forth above) by the total square feet of area available for lease in the Shopping Center. Tenant's obligation to pay Administration fees shall not exceed 10% of the CAM expenses (exclusive of taxes and insurance). Landlord has submitted to Tenant a statement of the anticipated monthly amount of Tenant's Common Area Charges, and Tenant shall pay such amount monthly until notified by Landlord of a change thereof. Such payments shall be due at the same time as Tenant's monthly minimum rent payments. Mechanical up keep IS NOT included in the CAM charges (Section 2.2.4). Each year, Landlord shall give Tenant a statement showing the total costs and expenses for Common Areas for the prior calendar year and Tenant's Common Area Charges, prorated from the Commencement Date or the prior January 1, whichever is shorter. In the event the total of the monthly payments which were made by Tenant for the prior calendar year are less than Tenant's actual proportionate share of such charges, as calculated by Landlord, then Tenant shall pay the difference in a lump sum within thirty (30) days after receipt of such statement from Landlord and shall concurrently pay the deficiency in monthly payments made in the then calendar year, and the amount of monthly charges for the then calendar year based on the prior year's experience shall be adjusted accordingly. Any overpayment by Tenant shall be credited toward the monthly charges next coming due or refunded to Tenant if the Lease has terminated. In any year in which Landlord reasonably

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anticipates a material increase or decrease in such costs and expenses, Landlord shall be permitted to adjust the estimated monthly charge. Even though the term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said charges for the year in which this Lease expires, Tenant shall immediately pay to Landlord any increase due over the estimated charges previously paid, and any overpayment shall be immediately paid by Landlord to Tenant.

2.2.3 Taxes & Insurance: Tenant's proportionate share of the aggregate annual amount of the following:

- (a) All city, county and other taxes and assessments, if any, related to Tenant's use and occupancy of the Premises, levied upon or assessed against the Shopping Center.
- (b) All city, county and other jurisdictional taxes and impositions if any, related to Tenant's use and occupancy of the Premises, levied upon trade fixtures, furnishings, equipment, and other personal property of Landlord in the Common Areas or otherwise connected with the Shopping Center.
- (c) All insurance premiums for the insurance coverage required of Landlord under Article 9 below.

Tenant shall pay to Landlord one-twelfth (1/12) of Tenant's proportionate share of such amounts on a monthly basis, on the same dates as Tenant's minimum rent. Landlord has submitted to Tenant a statement of the anticipated monthly amount of Tenant's proportionate share of the costs referred to in this Subsection 2.2.3, and said payments by Tenant shall be subject to adjustment in accordance with the procedures set forth in Subsection 2.2.2. In any case where Landlord has the option of paying any assessment in installments, Landlord shall elect the longest installment period available with respect to such assessment, and only the amount of such installments as are payable during any Lease Year shall be included in the amounts charged to Tenant under this section with respect to such Lease Year.

2.2.4 Mechanical Upkeep: The actual cost to have a qualified HVAC contractor perform inspections, preventative maintenance and filter changes (in accordance with manufacturer's recommended maintenance schedule) of all HVAC systems at the Premises, quarterly at approximately three (3) month intervals is the responsibility of Tenant. Tenant shall provide Landlord a copy of the signed maintenance agreement with HVAC contractor Tenant chooses to provide service.

2.2.5 Improvement Rent as hereinafter defined: N/A

2.3 The first payment of all minimum rent and additional rent (collectively, "Rent") shall be due on the Commencement Date. The subsequent installments of Rent are due on the first day of the calendar month. All shall be paid to Landlord at the

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address first set forth above, or at such other address as Landlord may, from time to time, inform Tenant in writing.

2.4 All Rent and other charges payable by Tenant hereunder shall be paid without prior demand, deduction, offset or counterclaim of any sort.

2.5 In the event (a) any installment of Rent from tenant is dishonored, Tenant agrees to pay a forty dollar (\$40) fee as liquidated damages for each such event (in order to reimburse Landlord for the additional bookkeeping and administrative costs resulting therefrom).

2.6 In addition to the liquidated damages provided for in Section 2.5, if any Rent is not received by the fifth (5th) calendar day of the month Tenant agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any installment of Rent or any other charge that is not paid when due. For purposes of computing interest on delinquent Rent, the due date is the first day of the month.

2.7 Tenant and its representatives shall have the right, upon reasonable prior written notice to Landlord, to inspect and copy Landlord's records regarding any operating costs, insurance, taxes, or other expenses charged in whole or in part to Tenant under this Lease.

ARTICLE 3 SECURITY DEPOSIT

3.1 **Tenant hereby deposits with Landlord the sum of (One thousand seven hundred twenty dollars and fifty six cents) \$1,720.56 (the "Security Deposit") for ensuring Tenant's performance of this Lease. Landlord shall have no obligation to pay interest on the Security Deposit and may commingle same.** The Security Deposit shall be applied to the last (60th) month of the original five (5) year term; provided, however, Landlord shall be permitted to deduct from the Security Deposit (a) such amounts as are necessary to compensate Landlord for delinquent Rent and other sums owed by Tenant under this Lease, (b) all charges for cleaning or repairing the Premises due to Tenant's use thereof, normal wear and tear excepted, and (c) all charges for repairing damage to the Shopping Center which was caused by or is directly attributable to Tenant, normal wear and tear excepted.

3.2 If Tenant at any time fails to pay any sum required under this Lease, or is otherwise in breach of this Lease, Landlord at its option may use, apply or retain all or any portion of the Security Deposit to satisfy the breach. Upon such use, application or retention, Landlord shall notify Tenant in writing of such action and may demand that Tenant deliver to Landlord the cash equivalent thereof in order to restore the Security Deposit to its full amount; and Tenant shall comply with such demand within thirty (30) days thereof.

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3.3 Tenant may not deduct the Security Deposit from Rent or other payments to Landlord hereunder, and Landlord's rights upon the default of Tenant shall not be affected by the fact that Landlord holds the Security Deposit and does not use, apply or retain same as set forth in Section 3.2.

ARTICLE 4 UTILITIES

4.1 Tenant shall pay, prior to delinquency, all charges for water, gas, electricity, sewer service, telephone, cable, communication services and other utilities supplied (whether by Landlord or otherwise) to the Premises, including all taxes, if any, and utility hook-up charges. To the extent any such utility is not separately metered, Tenant shall pay its proportionate share of such expense pursuant to Subsection 2.2.2.

ARTICLE 5 USE OF PREMISES

5.1 The Premises shall be used and occupied by Tenant only for the following purpose: governmental health facility, as defined solely by Tenant (the "Permitted Use"). Tenant acknowledges that Landlord may prohibit the use of the Premises for purposes other than as specified in this Section 5.1 as necessary to comply with exclusivity rights of other tenants at the Shopping Center, but Landlord's consent to any change in the uses permitted under this Section shall not be unreasonably withheld. Nothing contained in this Lease shall be construed to obligate Tenant to continuously operate its governmental health facility in the Premises; provided, however, that if Tenant fails to operate its governmental health facility in the Premises at any time: (a) Tenant shall nonetheless remain obligated to pay minimum rent and all other amounts required to be paid to Landlord under this Lease; and (2) Landlord may elect to terminate this Lease by written notice to Tenant in any case where Tenant has failed to operate its governmental health facility in the Premises for a period in excess of ninety (90) days.

5.2 Tenant shall, at its cost, comply with all federal, state and municipal statutes, ordinances and regulations in force during the term and affecting the Premises, including, but not limited to the Americans with Disabilities Act and all federal and state environmental laws, to the extent same apply to Tenant's use of the Premises or to those portions of the Premises which Tenant is required to maintain or repair; and Landlord shall comply with same to the extent same apply to those portions of the Premises, which Landlord is required to maintain or repair. Further, Tenant shall not use the Premises so as to create waste or constitute a nuisance or disturb other tenants in the Shopping Center, and Tenant at all times shall maintain the Premises in a neat, clean and orderly condition.

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5.3 Tenant acknowledges that neither Landlord nor any representative or agent of Landlord has made any representation or warranty to Tenant as to the suitability of the Premises for the conduct of Tenant's governmental health facility.

ARTICLE 6 COMMON AREAS

6.1 The Common Areas as they exist on the date of this Lease are further shown and described on the drawing attached hereto as Exhibit E. The Common Areas shall at all times be available for the nonexclusive use of Tenant during the term; provided, however, that any condemnation or taking or sale in lieu of condemnation of any or all of the Common Areas shall not constitute a violation of this Article 6. Providing that Landlord may do so without materially adversely affecting Tenant's ability to use the Premises, customer access to or the visibility of the Premises, or the available parking adjacent to the Premises, Landlord reserves the right to (a) change the entrances, exits, traffic lanes, boundaries or locations of all parking area(s) and other portions of the Common Areas, (b) construct buildings, kiosks or other improvements in the Common Areas, (c) prohibit employees of Tenant and other tenants of the Shopping Center from utilizing certain portions of the parking areas within the Common Areas, and (d) remove certain portions thereof from the Common Areas

6.2 Landlord in a manner determined at its sole discretion shall keep the Common Areas in a neat, clean and orderly condition and shall make all necessary repairs to same in a manner consistent with other first-class shopping centers in the same metropolitan area. Tenant shall pay its proportionate share thereof as set forth in Subsection 2.2.2. Tenant shall not obstruct, or cause to be obstructed, any portion of the Common Areas by placing any item or materials thereon, including, without limitation, newspaper racks, bicycle stands, amusement rides, and display racks or tables.

6.3 Upon reasonable notification to Tenant, Landlord shall have the right to cause to be removed any cars or other vehicles of Tenant, its employees or agents that are parked in violation hereof or in violation of rules and regulations of the Shopping Center (as described in Section 17.4).

ARTICLE 7 MAINTENANCE, REPAIR AND ALTERATION

7.1 Subject to the provisions of Section 1.2, Tenant's possession of the Premises shall constitute acknowledgment that the Premises are in good and tenantable condition. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant with respect to the Premises by any body charged with the establishment, regulation and enforcement of occupational, health or safety standards, Tenant agrees, at its sole cost, to comply with such standard or regulation.

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7.2 Except as otherwise expressly provided in this Lease, Tenant shall, at its sole cost, maintain, repair and replace the Premises and every part thereof, including, without limitation, systems for heating, air conditioning and ventilating ("HVAC"); lighting; storefronts; window casements; plate glass; ceilings; doors; glazing's; plumbing; electrical wiring and conduits in order that the Premises shall at all times during the term be in good and sanitary condition and repair. Landlord shall provide Tenant with the benefit of any warranties applicable to the HVAC system or any other components of the Premises. Within seven (7) days after Tenant acquires knowledge of the filing of a claim of mechanic's or materialman's lien against the Premises, Tenant's leasehold interest, or the Shopping Center arising out of any such work, Tenant shall deliver written notice thereof to Landlord. Within twenty (20) days after said written notice, Tenant shall cause the release of record of such claim or lien by payment or bonding of same. Tenant acknowledges that the performance of HVAC inspections and preventive maintenance by Landlord on Tenant's behalf, as provided in Article 2 of this Lease, shall not in any way relieve Tenant of Tenant's responsibilities and obligations hereunder for maintenance, repair and replacement of HVAC systems.

7.3 Landlord shall make or cause to be made all necessary repairs to the exterior walls, foundation and roof of the Premises, and all utility lines to the individual meters, unless such repairs are necessitated in whole or in part by (a) the actions or omissions of Tenant, its agents, servants, employees or invitees or (b) any damage caused by breaking and entering, in either case Tenant shall pay to Landlord the cost of such repair. Landlord shall not be liable for any failure to make any such repair unless such failure shall persist for an unreasonable time after Tenant gives written notice of the need for such repair to Landlord. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's governmental health facility arising from the making of any such repairs; provided, however, that Landlord shall use reasonable efforts to minimize any interference with Tenant's governmental health facility. Notwithstanding any provision of this Lease to the contrary, (a) in the event of an emergency or (b) in the event Landlord fails to commence any maintenance or repair required under this section within ten (10) days after written notice from Tenant, Tenant shall have the right (but not the obligation) to perform Landlord's maintenance and repair obligations under this section, and Landlord shall reimburse Tenant for the reasonable costs incurred by Tenant within thirty (30) days after Tenant submits a written invoice therefore. Landlord is not discharged from its obligations to maintain or repair under this section if Tenant fails to provide Landlord with written notice of the required maintenance.

7.4 Tenant may alter the interior nonstructural portions of the Premises; however, no alteration shall be made without the prior written approval of Landlord, which approval shall not be unreasonably withheld; provided, however, that Landlord's approval shall not be required with respect to non-structural alterations having a project cost of less than \$5,000.00. Any such alteration by Tenant shall be at its sole cost and subject to the provisions of Section 7.2.

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ARTICLE 8
DEFAULT: LANDLORD'S REMEDIES

8.1 It shall be a "default" hereunder if Tenant shall (a) fail to deliver payment when due under this Lease any installment of Rent or any other charge or amount, within ten (10) days of any Rent due date; (b) fail to perform or observe any other covenant, agreement or provision hereof within thirty (30) days after receipt of written notice from Landlord (in the event such failure cannot be cured within said thirty (30) day period, then Tenant, to preclude a default, must commence such cure within said thirty (30) day period and proceed with diligence and good faith to accomplish same); (c) fail to open for business in the Premises on the Commencement Date; or (d) be given three (3) notices of default under this Article 8 during the term of the Lease, notwithstanding any subsequent cure of any default identified in such notices. Upon the occurrence of a default, Landlord shall have the option to give Tenant written notice of Landlord's election to terminate all right of Tenant to occupy the Premises. Upon giving such notice, Landlord shall have the right to reenter and repossess the Premises by self-help and all other lawful means, either with or without process of law, and to expel and remove Tenant and every other person occupying the Premises. Neither the termination of the right of Tenant to occupy the Premises nor such reentry shall relieve Tenant from its obligation to pay Rent and to perform and observe all the terms, covenants and conditions of this Lease on the part of Tenant to be performed and observed. Any other provision of this Lease notwithstanding, in the event of any default by Tenant Landlord shall use reasonable efforts to mitigate its damages.

8.2 Upon the entry into possession of the Premises without termination of this Lease, Landlord may, but need not, relet the Premises or any part thereof for the account of Tenant to any person, firm or corporation, other than Tenant, for such rent, for such time and upon such terms as Landlord, in its sole and absolute discretion, shall determine, and Landlord shall not be required to accept any lessee offered by Tenant or to observe any instruction given by Tenant about such reletting. In any such case, Landlord may make such repairs and perform such maintenance to the Premises as are necessary to keep the Premises in the same condition as the Premises were in as of the Commencement Date, reasonable wear and tear excepted, and Tenant shall, on demand, pay the costs thereof, together with Landlord's expense of reletting. If the Rent collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the Rent reserved in this Lease, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand.

8.3 In addition to its other rights hereunder, Landlord shall have the right to elect, at any time after the occurrence of a default, or at any time after Landlord has terminated Tenant's right to possession only, to accelerate all Rent due hereunder, cancel and terminate this Lease by serving written notice on Tenant of such election, and to pursue any and all remedies at law or in equity that may be available to Landlord.

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8.4 No receipt of money by Landlord from Tenant or from any other party after default, after notice of default, after the termination of this Lease, after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any notice, demand or suit. Further, no right or remedy herein set forth shall be exclusive of any other right or remedy granted or conferred upon Landlord by statute, judicial decision or common law, as each and every such right and remedy shall be cumulative.

8.5 If a default occurs, Landlord shall have the option, upon seven (7) days' written notice to Tenant, to cure said default for the account of and at the expense of Tenant; provided, however, that no such notice shall be required for emergency repairs. Tenant shall pay the expenses of said cure within ten (10) days after Landlord renders a statement therefore, together with interest thereon at the rate of one and one-half percent (1.5%) per month commencing with the day Landlord first pays such expense.

8.6 Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive or declaratory relief. The exercise or commencement of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or subsequent exercise by Landlord or any or all other rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 9 FIRE INSURANCE AND DESTRUCTION

9.1 Landlord shall maintain fire and extended coverage insurance on the Shopping Center issued by one or more reputable insurance carriers in commercially reasonable amounts. Tenant shall reimburse Landlord for Tenant's proportionate share of the premiums for such insurance as set forth in Subsection 2.2.3. Nothing herein shall preclude any such policy from bearing a loss payee or mortgage endorsement in favor of the holder(s) of any mortgage or deed of trust encumbering the interest of Landlord hereunder.

9.2 Tenant shall comply with all insurance company requirements applicable to the use of the Premises, and Tenant shall not use the Premises, or permit the Premises to be used in any manner, which would increase the premium of the insurance described above, or cause a cancellation of any such insurance policy. Tenant shall not keep in or about the Premises any article, which may be prohibited by any standard form policy of fire, insurance. If Tenant's use of the Premises causes any increase in the premium for such insurance policies, then Tenant shall pay as additional rent hereunder, on demand from Landlord, all of such increase.

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9.3 Except as provided hereinafter, in the event the Premises are damaged by perils covered by such insurance, Landlord agrees to repair same as provided below, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the minimum rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the ratio set forth in Section 11.2.

9.3.1 In the event the Premises are damaged (a) as a result of any cause other than the perils covered by Landlord's insurance and such damage exceeds Five Thousand Dollars (\$5,000.00); (b) as a result of a peril covered by Landlord's insurance and such damage exceeds twenty-five percent (25%) of the replacement value cost of the Premises; or (c) as a result of any peril where such damage occurs during the last year of the term and will take more than thirty (30) days to repair; then, and in any such event, Landlord shall have the option (i) to repair such damage, this Lease continuing in full force and effect, but the minimum rent to be proportionately reduced as above provided, or (ii) to give notice to Tenant, at any time within thirty (30) days after such damage, to terminate this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event the Premises are so damaged during the last year of the term, Tenant shall also have the option of terminating this Lease upon thirty (30) days' written notice to Landlord to be given, if at all, within thirty (30) days after such damage. Termination by Tenant hereunder shall be subject to the same conditions as termination at the option of Landlord. Landlord shall also have the option of terminating this Lease in the event of the destruction of at least twenty-five percent (25%) of the replacement value of the Shopping Center, irrespective of whether the Premises have been damaged. In the event that Landlord has not restored the Premises to a tenantable condition within two hundred seventy (270) days following the date of any casualty, Tenant may terminate this Lease upon written notice to Landlord, such written notice to be provided to Landlord no later than three hundred (300) days following the date of casualty. Nothing in Section 9.3.1 shall limit the Tenant's rights under Section 1.3.

9.3.2 If the term of this Lease is to continue upon repair or restoration by Landlord, Tenant shall, at its expense (using the insurance proceeds provided for in Article 10 and other funds, if necessary), promptly restore the interior of the Premises to include substantially all of Tenant's trade fixtures and leasehold improvements and shall again conduct its governmental health facility at the Premises as soon as reasonably possible. Landlord shall not be required to repair any injury or damage to, or to make any repairs or replacements of, any leasehold improvements not covered by Landlord's casualty insurance, or any fixtures, inventory or personal property of Tenant.

ARTICLE 10 TENANT'S INSURANCE

10.1 Tenant shall, at Tenant's expense, obtain and keep in force the following insurance coverage's: (a) fire and extended coverage on Tenant's fixtures, equipment,

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furnishings, merchandise and other contents in the Premises to the full replacement value thereof; (b) plate glass insurance; and (c) comprehensive general liability insurance insuring Tenant, with Landlord and its mortgagee, if any, named as additional insureds, against any liability arising out of the ownership, use, occupancy or maintenance of the Premises, in commercially reasonable amounts of at least Two Million Dollars (\$2,000,000.00) with respect to any one person, Two Million Dollars (\$2,000,000.00) for injury or death in any one occurrence and Two Million Dollars (\$2,000,000.00) for property damage. The limits of any such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may provide any such insurance under a blanket policy. If Tenant fails to procure and maintain said insurance, Landlord at its option may procure and maintain same, at the expense of Tenant. Tenant shall deliver to Landlord, on or before the Commencement Date, a copy of the policies of insurance required herein or certificates evidencing the existence and amounts of such insurance. No such policy shall be subject to reduction of coverage, and all such policies shall be written as primary policies not contributing with any coverage which Landlord may carry. Each such policy shall provide that it shall not be cancelled, reduced or modified by the insurer without thirty (30) days' prior written notice to Landlord.

10.2 Workers' Compensation Coverage. Tenant shall also carry at all times such workers' compensation insurance as may be required of it under Ohio law, as well as Employer's Liability Coverage and shall provide Landlord evidence of such coverage within 10 days of any written request by Landlord therefore. Any and all injuries or claimed injuries to Tenant's employees occurring on or around the Premises or Shopping Center or the vicinity of either shall be regarded as a worker's compensation matter, to be adjusted through the workers' compensation system, and in the event any such employee shall claim that his or her injury is of a nature allowing pursuit of a claim in addition to or in lieu of a workers' compensation claim, such matter shall be handled by Tenant solely as an employer/employee matter, without the involvement of Landlord.

ARTICLE 11 CONDEMNATION

11.1 In the event of any taking of or damage to all or any part of the Premises (or any interest therein) prior to termination of this Lease, by reason of any exercise of condemnation or the power of eminent domain, or by reason of any transfer of all or any part of the Premises (or any interest therein) made in avoidance of such an exercise (collectively, "appropriation"), the rights and obligations of Landlord and Tenant with respect thereof shall be as follows:

11.2 In the event of an appropriation of all the Premises, this Lease shall terminate as of the date of such appropriation. In the event of an appropriation of twenty-five percent (25%) or more of the square foot area of the Premises, but less than all thereof, or of an appropriation of twenty-five percent (25%) or more of the

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parking area of the Shopping Center, either party shall have the right, at its election, to terminate this Lease upon thirty (30) days' written notice to the other party, provided that such election is made within sixty (60) days of the appropriation. In the event of any appropriation of less than the percentage(s) set forth herein, or if such appropriation exceeds said percentage(s) but neither party elects to so terminate, this Lease shall continue in full force and effect, except that for the remainder of the term (a) the monthly minimum rent shall be abated to an amount which bears the same ratio to such prior monthly minimum rent as the square footage of the Premises after the appropriation bears to the square footage of the Premises immediately prior to such appropriation, and (b) the Premises shall be reduced by the portion so appropriated. Further, any other sums payable hereunder which are based upon the square footage of the Premises shall likewise be proportionately reduced. If this Lease is not terminated as aforesaid, Landlord, at Landlord's expense, will make any restoration of the unappropriated Premises necessitated by reason of the appropriation to the extent possible from the condemnation proceeds received by Landlord.

11.3 All awards and settlements for the taking of any portion of the Premises shall belong to Landlord absolutely, and Tenant shall have no claim or right against Landlord for the value of any unexpired term of this Lease; provided, however, that any separate award granted specifically for Tenant's trade fixtures or relocation expenses shall belong to Tenant.

ARTICLE 12 IMPROVEMENTS AND TRADE FIXTURES

12.1 Tenant shall at its sole discretion select the architect(s) to complete its space planning and construction drawings as required and shall be responsible for any cost(s) associated with space planning and/or construction drawings. Tenant shall have the right to select its general contractor and control the process for Tenant's Work. Tenant shall be allowed to complete the interior construction of the Premises in accordance with its national décor program to the extent that such program does not violate any applicable federal, state and municipal statutes, ordinances and regulations in force during the term and affecting the Premises, or the REA (See Exhibit J).

12.2 Upon the expiration or termination of this Lease or Tenant's possession of the Premises for any reason, Tenant shall surrender the Premises to Landlord in good condition and repair, broom clean, normal wear and tear and damage by fire and other casualty excepted, together with all fixtures, additions and improvements (other than Tenant's moveable trade fixtures as defined in EXHIBIT H) then situated on the Premises, unless Landlord notifies Tenant that Landlord desires the removal of any or all of said fixtures, additions and improvements, in which event Tenant shall be responsible for removal of same from the Premises not later than three (3) days after the later of the date of Landlord's notice or the date of termination of the Lease. Tenant shall, within seven (7) days after any such removal, repair at its cost any

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damage to the Premises or adjacent portions of the Shopping Center caused by Tenant's surrender.

12.3 Tenant shall remove from the Premises at its cost, within three (3) days after the expiration or termination of this Lease or Tenant's possession of the Premises for any reason, all personal property of Tenant and all moveable trade fixtures (including signs and displays) installed by or belonging to Tenant. Tenant shall, within seven (7) days after such removal, repair at its cost any damage caused to the Premises or adjacent portions of the Shopping Center by such removal.

12.4 If, within the time periods specified above, Tenant has not removed from the Premises all trade fixtures, personal property, additions and improvements which Tenant is required to remove, Landlord shall have the option of (a) requiring Tenant upon demand to immediately remove all such items and to pay any damages or costs incurred or suffered by Landlord as a result of Tenant's failure to do so, (b) causing such items to be removed from the Premises, in which case all charges for removal and storage or disposal of same shall be paid by Tenant immediately upon receipt of an invoice for such charges, or (c) without notice to Tenant, deeming such unremoved or stored items to be abandoned and therefore the property of Landlord absolutely, without any claim or right on the part of Tenant. All covenants, agreements, and obligations of Tenant under this Article 12 shall survive the expiration or termination of this Lease.

ARTICLE 13 ASSIGNMENT, SUBLETTING AND ENCUMBERING

13.1 Tenant may not (a) assign, transfer, encumber or hypothecate this Lease or any interest therein, (b) sublet the Premises, or any part thereof, or (c) enter into a license agreement or other arrangement whereby the ownership or use of the leasehold estate or the Premises is held or utilized by another party, without the prior written consent of Landlord. Any attempt to transfer, assign, sublet, enter into a license agreement, change possession or ownership, mortgage or hypothecate without Landlord's said consent shall be void and confer no rights upon any third person. Without limiting Landlord's right to refuse to give such consent for any other reason, Landlord reserves the right to refuse to give such consent if in Landlord's reasonable business judgment: (i) the quality of the operation of the Shopping Center may in any way be adversely affected during the term of the Lease; (ii) the financial worth of the proposed new tenant is not sufficient in light of all Rent and charges payable hereunder; or (iii) the terms of any other leases in the Shopping Center would prohibit the giving of such consent.

13.2 No assignment, transfer or subletting otherwise permitted shall be effective unless and until the assignee or sub lessee shall in writing expressly assume all of the provisions, covenants and conditions of this Lease on the part of Tenant to be kept and performed. In addition, no such assignment, subletting or transfer permitted

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hereunder shall act as a release of Tenant from any obligation accruing under this Lease, except as expressly agreed in writing by Landlord.

ARTICLE 14 LIMITATION OF LIABILITY

14.1 "Landlord" as used in this Lease shall be limited to mean only the owner or owners at the time in question of the real estate comprising the Shopping Center. In the event of the transfer of the title to this Lease or the Shopping Center, the grantor shall be automatically freed and relieved, from and after the date of such transfer, of all liability under this Lease accruing subsequent to such transfer, which liability shall be assumed by the grantee of Landlord's interest in this Lease or in the Shopping Center.

ARTICLE 15 ENVIRONMENTAL CONTAMINATION

15.1 Tenant shall not cause or permit any hazardous substance to be used, stored, generated or disposed of on or in the Premises without first obtaining Landlord's written consent. Regardless of whether Tenant has obtained Landlord's written consent, if any contamination of any kind whatsoever occurs during Tenant's occupancy of the Premises or if Tenant violates any local, state or federal law or regulation relating to hazardous substances or environmental contamination. As used herein, the term "hazardous substance" shall mean any substance that is toxic, ignitable, reactive or corrosive and that is regulated by any local, state or federal governmental agency or entity; any and all material or substance that is defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" under any local, state or federal law or regulation; asbestos; PCBs; and all petroleum products.

15.2 Landlord represents and warrants that to its actual knowledge there are no hazardous or potentially hazardous materials in or about the Premises and/or the building or Shopping Center of which the Premises are a part of, including but not limited to radon, radiation, asbestos, asbestos containing materials, PCB's and PCB containing materials and CFC's. Tenant shall be permitted to conduct a Phase I environmental investigation at its expense, and the effectiveness of this Lease shall be expressly conditioned upon Tenant's reasonable satisfaction with the results of the investigation, such investigation and satisfaction to be in accordance with the provisions set forth in Section 1.1, hereof. Landlord shall provide Tenant with such cooperation and information in connection with such investigation as Tenant may reasonably request. Landlord shall be responsible, at its sole expense, for the removal, remediation and treatment of any hazardous materials in, on or under the Shopping Center, including, but not limited to, mold. Landlord shall and hereby does agree to indemnify, protect, defend and hold harmless Tenant and its partners, directors, officers, employees, shareholders, agents, contractors and each of their respective successors and assigns from and against any and all claims, judgments, damages, penalties, fines, taxes, costs, liabilities, losses and expenses, including Tenant's reasonable attorneys'

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fees, resulting from Landlord's breach of the representations and warranties as set forth in this Article 15. The foregoing notwithstanding, Landlord shall not be liable under this Section for any act of Tenant or its employees, agents or representatives.

ARTICLE 16 HOLD HARMLESS

16.1 Landlord shall not be liable for any damage to the property of Tenant or others located at the Premises, nor for the loss or damage to any such property by theft or otherwise. Landlord shall not be liable for any injury or damage at the Premises to persons or property resulting from fire, explosion, casualty, public utilities or water leakage into the Premises from the roof, street, subsurface or plumbing unless resulting from the negligent or willful act of Landlord or its agents or contractors. Landlord agrees to indemnify and hold harmless Tenant, its elected officials, agents and employees of and from any and all losses, damages, lawsuits, costs, judgments, attorney's fees, expenses, claims, or any other liabilities they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Landlord, any person directly or indirectly employed thereby, or any person for whose acts any of them may be liable. Landlord further agrees to defend Tenant, its elected officials, agents, and employees in any lawsuit, arbitration, or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way related to Landlord's negligent acts or omissions on or arising from the Leased Premises.

ARTICLE 17 GENERAL PROVISIONS

17.1 Any holding over after the expiration of the term shall be construed to be a tenancy from month to month only, in which case the Rent provisions will continue to apply during such month-to-month tenancy with a fifty percent (50%) increase of minimum rent over the minimum rent rate in effect at the expiration of the term, and subject to all the other terms and the conditions herein set forth.

17.2 Time is of the essence of this Lease.

17.3 The waiver by Landlord of any breach or default of any provision hereof shall not be deemed to be a waiver of any subsequent default of such provision. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such Rent.

17.4 Tenant shall faithfully observe and comply with all reasonable rules and regulations that Landlord shall, from time to time, promulgate and/or modify as to the

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parking areas, signage and other Common Areas of the Shopping Center. The rules and regulations shall be binding upon the Tenant upon delivery of a copy thereof to Tenant; provided, however, that such rules shall in no event alter or supersede the provisions of this Lease or adversely affect the rights of Tenant under the provisions of this Lease. Landlord shall not be responsible to Tenant for the nonperformance of any of said rules and regulations by any other tenant or occupant of the Shopping Center. Landlord will use reasonable measures to ensure the rules and regulations shall be consistently enforced and uniformly applied. Failure by Landlord to enforce any rule or regulation shall not constitute a waiver of its ability to enforce the rules and regulations at a later time.

17.5 Tenant shall not affix, attach or otherwise place any sign on the roof, exterior or interior portions of the windows, exterior walls, corridors, or any other area of the Shopping Center without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Subject to compliance with all zoning, insurance, and other legal requirements, Tenant shall affix a sign bearing its trade name on the front of the Premises in an area designated by Landlord. Prior to the Commencement Date, Tenant shall deliver to Landlord its proposed sign drawing and plans, and a list of those other items, which Tenant desires to construct or maintain on or about the Premises and Shopping Center for Landlord's approval, which such approval shall not be unreasonably withheld or delayed. Landlord expressly agrees that (1) Tenant shall be allowed to install the maximum exterior building signage allowed by the REA and by local code, including any variance or appeal thereof; (2) Tenant shall be allowed to install Tenant's standard individual lettered, internally illuminated sign on each exterior side/elevation of the Premises, to the extent such is allowed by the REA and by local code, including any variance or appeal thereof (See Exhibit G); (3) Tenant shall be allowed to install a storefront sign with a minimum width of 25 feet to the extent such width is allowed by the REA and by local code, including any variance or appeal thereof; and (4) Landlord will provide Tenant with space on any pylon or monument sign currently in place or which may hereafter be erected for the Shopping Center in accordance with the REA, which shall be paid for by all tenants of the Shopping Center in proportion to the leasable square footage of their respective premises in the Shopping Center. Tenant shall pay the cost of design, fabrication and installation of its sign panel and a proportionate share of the expenses of operating, maintaining and repairing and utility costs for such sign(s), based upon the square footage of Tenant's sign area and the aggregate square footage of all sign areas. All of Tenant's signage is subject to applicable restrictions and ordinances.

17.6 This Lease shall be subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed upon the interest of the Landlord in the Premises. Tenant agrees to execute and deliver such instruments (i.e., Subordination, Non-Disturbance and Attornment Agreement – see Exhibit K) as may be desired by Landlord or by any mortgagee subordinating this Lease to the lien of any present or future mortgage or deed of trust; provided, however, that so long as Tenant is not in default of the terms of this Lease that Tenant's obligations under this section shall be

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conditioned upon Tenant's receipt of a Non-Disturbance Agreement from any such mortgagee or lien holder in a form reasonably satisfactory to Tenant.

17.7 This Lease and all of the covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns and successors (to the extent permitted hereunder) of each of the parties.

17.8 The title or captions of the Articles of this Lease are for reference purposes only and have no effect upon the construction or interpretation of any part hereof. The use herein of the neuter gender includes the masculine and the feminine whenever the context requires.

17.9 Landlord may, upon reasonable prior written notice to Tenant, enter upon the Premises, with a representative of Tenant present, for the purpose of inspecting, performing HVAC preventive maintenance, making repairs, replacements or alterations, and showing the Premises to prospective purchasers, lenders or lessees; provided, however, that Landlord shall use reasonable efforts to minimize any disruption of Tenant's governmental health facility. During the last one hundred eighty (180) days of the term, Landlord shall have the right to display one or more "for rent" signs on or about the Premises.

17.10 All exhibits, amendments and addenda attached hereto are hereby incorporated herein and made a part hereof.

17.11 This Lease sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing signed by both parties. Tenant acknowledges that it is not relying on any verbal or written understanding or representation outside the terms of this Lease.

17.12 This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

17.13 This Lease shall not be recorded, and if either party should record the same in the Office of the Recorder of Delaware County, Ohio, the recording shall have no effect. When possession of the Premises has been delivered to Tenant, the parties hereto shall, upon request of either party, execute, acknowledge, deliver and record a memorandum of lease in mutually acceptable form specifying the terms of this Lease.

17.14 If any clause, sentence, paragraph or part of this Lease shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Lease, but shall be limited in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects, the Lease shall continue in full force and effect.

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17.15 All notices, requests, demands, documents and other communications required or desired to be given hereunder shall be in writing and delivered either personally with evidence of receipt or by United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to Landlord at its address set forth above, and to Tenant as follows:

Delaware General Health District
Dave Knowlton
P.O. Box 570
Delaware, OH 43015

With a copy to:

Delaware General Health District
Attn: Health Commissioner
P.O. Box 570
Delaware, Ohio 43015

or to such other address as notice thereof may have been given. If delivered by certified or registered mail, delivery shall be conclusively deemed effected at the time of receipt or three (3) days after mailing, whichever shall first occur.

17.16 Tenant shall, within twenty (20) days after receipt of Landlord's request therefore, execute and mail to any proposed purchaser of, mortgagee of or beneficiary under a deed of trust encumbering the Shopping Center, a certificate declaring (a) the existence of this Lease and amendments, if any, to it, (b) Landlord's breaches hereunder, if any, known to Tenant as of the date of such certificate, and (c) the status of Rent payments and security deposits hereunder. Any such certificate may contain such other reasonable provisions as the recipient thereof may desire. After the giving of such certificate, Tenant shall be estopped to thereafter deny the truth of any declaration made in such certificate.

17.17 Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises or in the event of any proceeding brought for the foreclosure of any mortgage made by Landlord covering the Premises, attorn to the purchaser or foreclosing mortgagee and recognize such purchaser or foreclosing mortgagee as Landlord under this Lease; provided, however, that so long as Tenant is not in default hereunder, Tenant's obligations under this section shall be conditioned upon Tenant's receipt of a Non-Disturbance Agreement from any such transferee or assignee in a form reasonably satisfactory to Tenant.

17.18 Findings for Recovery. Landlord hereby certifies that it is not subject to any unresolved finding for recovery issued by the Ohio Auditor of State.

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17.19 Non-Discrimination. Landlord certifies that it is, and shall for the life of this Lease Agreement remain, in full compliance with all applicable Federal, State, and Local laws, rules, regulations, and orders related to non-discrimination and equal opportunity employment.

17.20 Confidentiality. Landlord acknowledges that it may, in the course of providing Services and/or by being at the Premises, see, obtain, or otherwise have access to, information, confidential or otherwise, belonging to the Tenant and its clients. However such information is seen, obtained, or accessed, whether intentional or unintentional, Landlord agrees to keep and shall keep all such information confidential and to limit its use to only those uses connected with this Lease. Landlord shall treat as confidential and not disclose any such information in any manner without the prior written authorization of the Tenant. If Landlord is required by law or by court order to disclose any such information, Landlord agrees that it shall provide the Tenant with reasonable prior written notice of such request to enable the Tenant to seek a protective order or other appropriate remedy prior to disclosure. The obligation to keep such information confidential pursuant to this Section shall survive the expiration or termination of this Lease.

17.21 Drug Free Workplace. Landlord agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. Landlord shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

ARTICLE 18 RULES AND REGULATIONS

18.1 This Lease is subject to the following initial rules and regulations, which are made a part hereof, as described in Section 17.4:

- (a) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purpose by Landlord.
- (b) All garbage and refuse shall be kept in the kind of container specified by Landlord and prepared for collection in the manner and at the time and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, or if such service is used by other tenants, Tenant shall pay its proportionate share of such cost. If Landlord does not provide or designate a service for picking up refuse and garbage, Tenant shall do so and pay the cost thereof. In the event Tenant's use of the Premises requires Landlord, in

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Landlord's reasonable judgment, to provide receptacles for trash to Tenant in excess of those which Landlord provides to other tenants of the Shopping Center, Tenant shall, in addition to paying its pro rata share of such costs as otherwise provided herein, pay to Landlord the additional costs so incurred. Such additional costs incurred by Landlord and reimbursed by tenants of the Shopping Center shall not be included as an operating expense under Article 2.

- (c) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises.
- (d) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (e) The outside areas immediately adjoining the Premises, including, but not limited to, sidewalks and customer walkways, shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant and Tenant shall not place or permit any obstructions or merchandise in such areas.
- (f) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, no foreign substance of any kind shall be disposed of therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.
- (g) Neither Tenant nor any employee or agent of Tenant shall solicit business in the Common Areas, nor shall Tenant distribute any handbills or other advertising matter to automobiles parked in the Common Areas. Supervision, management and control of the Common Areas is within the sole discretion of Landlord.
- (h) If Tenant elects to install window treatments at the Premises, the style and color of such window treatments shall be subject to the prior written approval of Landlord.
- (i) The designated parking spaces in the Common Areas are reserved for the daily business purposes of tenants of the Shopping Center and their employees, agents, visitors and customers. Parking areas shall not be used for long-term storage of vehicles, or for parking of vehicles whose owner or user is not then at the Shopping Center. Tenant shall observe all posted parking signs and regulations.

ARTICLE 19

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UNCONDITIONAL LEASE GUARANTY

Article 19 and Exhibit F are hereby deleted in their entirety and shall have no further force or effect.

ARTICLE 20 DECLARATION OF RESTRICTIONS AND GRANT OF RECIPROCAL EASEMENTS

20.1 Tenant acknowledges and agrees that the Lease and the Premises are subject to various rights, restrictions, easements, privileges, benefits and covenants contained in any relevant instruments of record with the Delaware County, Ohio Recorder, including, but not limited to Exhibit J.

ARTICLE 21 EXCLUSIVITY

21.1 Landlord agrees during the term of the Lease, provided Tenant is in full compliance with the terms and conditions of the Lease, and that Tenant is operating the Premises for the Permitted Use, Landlord will not lease any premises in the inline retail portion of the Shopping Center to any tenant or occupant or permit any tenant or occupant to operate within the inline retail portion of the Shopping Center a store for government health facility, at the sole discretion of Tenant (the "Exclusive Use"); provided, however, that the Exclusive Use shall expire without further act of the parties if, as a result of a default, Landlord terminates Tenant's right to possession of the Premises (with or without a termination of the Lease). In the event that a tenant or occupant of the inline retail portion of Shopping Center shall operate or conduct the Exclusive Use and such operation or conduct continues for a period exceeding three (3) months from the date Tenant delivers to Landlord written notice of such violation of this Article 21, until such conduct or operation ceases, Tenant's Rent shall be one-half (1/2) of the Rent otherwise payable hereunder from said date Tenant delivers said written notice to Landlord. Additionally, Tenant shall have the continuing right to terminate this Lease upon sixty (60) days prior written notice to Landlord. In the event of such termination, Landlord shall pay to Tenant the unamortized cost of leasehold improvements and alterations paid for by Tenant, amortized on a straight-line basis from the Commencement Date or the date the cost was incurred, whichever is later. Tenant may, at its option, also seek injunctive relief.

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IN WITNESS WHEREOF, this Lease has been executed as of the date set forth at the beginning hereof.

Delaware General Health District

By: Shelia L. Hiddleston

Printed: Shelia L. Hiddleston, MS, RN

Its: Health Commissioner
(Tenant)

Sunbury Mills Plaza, LLC
A limited liability company

By: Randy Loubig

Printed: Randy Loubig

Its: President
(Landlord)

Approved as to Form:

CA/B 7/23/18

Delaware County Prosecuting Attorney

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AUDITOR'S CERTIFICATION (RC 5705.41(D)):

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the State of Ohio Auditor that the Landlord has no outstanding findings for recovery issued against it by the State of Ohio.


George Kaitsa
Delaware County Auditor

P.R. #: R1804443

contract #: 2018-0500

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Dave Yost
Ohio Auditor of State

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,

Organization: **SUNBURY MILLS PLAZA LLC**

Date: **7/20/2018 12:05:13 PM**

21
7/20/18

This search produced the following list of 0 possible matches:

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

ACKNOWLEDGMENTS

AS TO LANDLORD

STATE OF OHIO
COUNTY OF FRANKLIN **SS:**

Before me, a Notary Public, in and for said County, personally came the above named Sunbury Mills Plaza, LLC organized under the laws of the State of Ohio, the LANDLORD in the foregoing Lease by Randall Loebig, its Manager, and as such officer duly authorized by the Members of such limited liability company, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed as such officer and the free act and deed of said limited liability company, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and official seal at Columbus, Ohio this 25th day of July, 2018.



DEBORAH C. MOLINARO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
February 01, 2020

Deborah C. Molinaro
Notary Public
AS TO LANDLORD

AS TO TENANT

STATE OF OHIO,
COUNTY OF Delaware, **SS:**

Before me, a Notary Public in and for said county, personally appeared the above named Shelia L. Hiddleson by Pamela L. Shears as its duly authorized representative, who acknowledged the execution of the foregoing instrument to be his free and voluntary act and deed and the free act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and official seal at Delaware, Ohio this 18 day of July, 2018.



PAMELA L. SHEARS
Notary Public, State of Ohio
My Commission Expires
4-26-2020

Pamela L. Shears
Notary Public
AS TO TENANT

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ATTACHED EXHIBITS

EXHIBIT A: Building Floor Plan
EXHIBIT B: Landlord's Work Description
EXHIBIT C: Rent Table
EXHIBIT D: Additional Landlord's Work (Removed)
EXHIBIT E: The Building Common Area
EXHIBIT F: Unconditional Lease Guaranty (Removed)
EXHIBIT G: Tenant Signage
EXHIBIT H: Tenant Inventory of All Moveable Trade Fixtures (Removed)
EXHIBIT I: Additional Requirements (Removed)
EXHIBIT J: Restrictive Covenants
EXHIBIT K: SNDA Agreement
EXHIBIT L: Kroger Approval of Delaware County Health Department Use.

DELAWARE COUNTY
SHERIFF'S OFFICE
JAIL
1000 N. 10TH ST.
MARIETTA, OHIO 44648
724-397-2000

DK

Tenant Int.

RL

Landlord Int.

EXHIBIT A
BUILDING FLOOR PLAN



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EXHIBIT B
LANDLORD'S WORK DESCRIPTION

Landlord will provide a finished space to include Reception area, waiting room, lab area, 2 clinic rooms, main office area (size to install 3 desks), break area, bathrooms and storage area. Tenant will have opportunity to inspect and approve design, bids, and space prior to possession date.

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**EXHIBIT C
RENT TABLE**

	Total Square Feet	Minimum Rent Rate/Sq. ft.	Annual Minimum Rent	Monthly Minimum Rent	Additional Rent Estimated (CAM)*	Estimated Annual Total Rent	Estimated Monthly Rent with CAM
Year 1	1,627	\$12.69	\$20,646.63	\$1,720.56	\$4.48	\$27,935.59	\$2,327.97
Year 2	1,627	\$12.88	\$20,955.76	\$1,746.32	\$4.48	\$28,244.72	\$2,353.73
Year 3	1,627	\$13.08	\$21,281.16	\$1,773.43	\$4.48	\$28,570.12	\$2,380.85
Year 4	1,627	\$13.28	\$21,606.56	\$1,800.55	\$4.48	\$28,895.52	\$2,407.96
Year 5	1,627	\$13.48	\$21,931.96	\$1,827.67	\$4.48	\$29,220.92	\$2,435.08

* Estimate only. For Common Area Maintenance (CAM) determined by each year's actual expenses.

Tenant shall have the right to terminate the lease after the second (2nd) year with three (3) months prior written notice to Landlord. The cost to exercise this termination option shall be limited to un-amortized funds of Landlord's actual leasing costs.

(In addition to minimum rent and CAM the Tenant will be billed periodically for domestic water usage and sanitary sewer fees.)

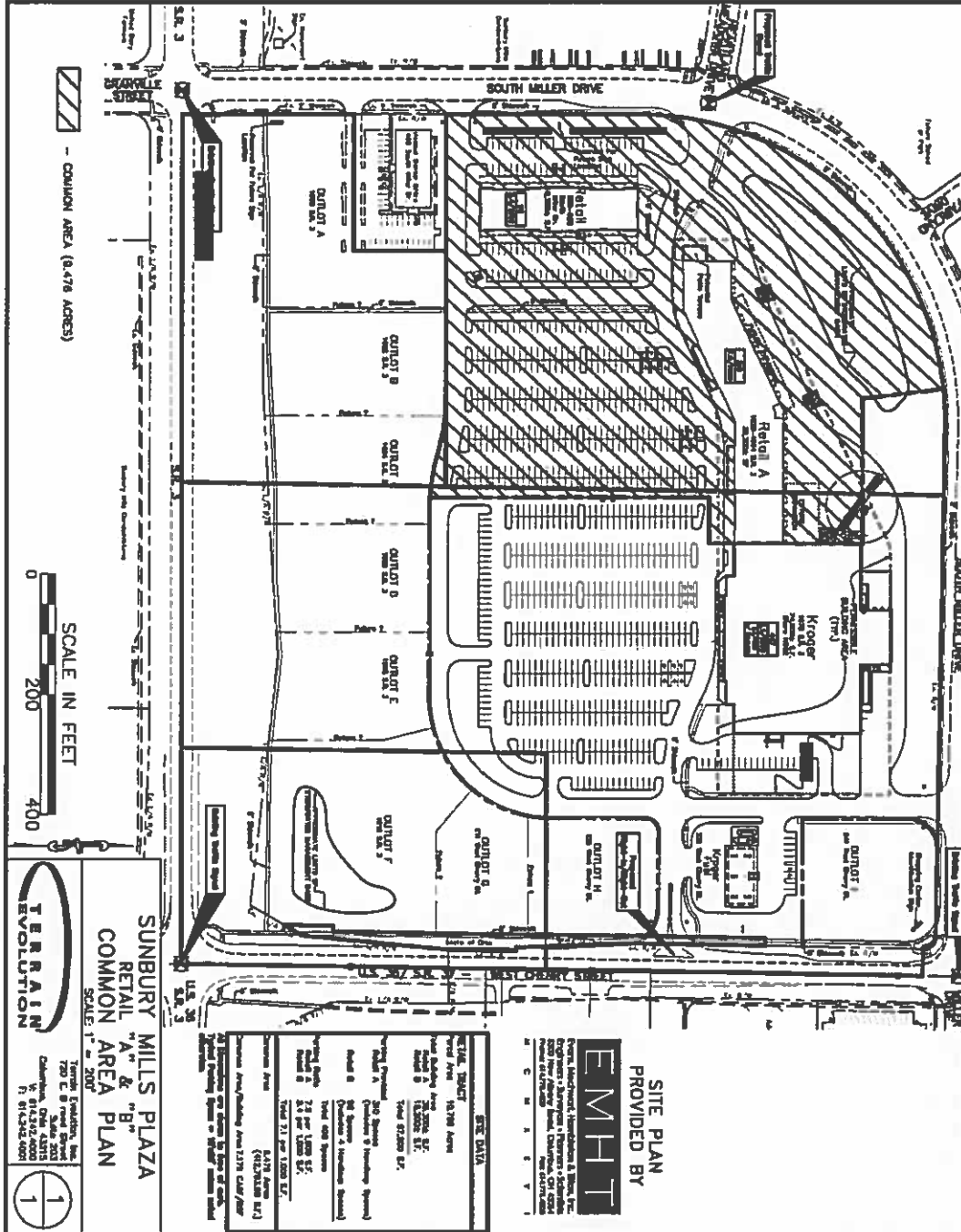
DK Tenant Int. RL Landlord Int.

EXHIBIT D
ADDITIONAL LANDLORD'S WORK

Exhibit D is hereby deleted in its entirety and shall have no further force or effect.

DK Tenant Int. RL Landlord Int.

EXHIBIT E **THE BUILDING COMMON AREA**



DK Tenant Int. PL Landlord Int.

EXHIBIT F
UNCONDITIONAL LEASE GUARANTY

Exhibit F is hereby deleted in its entirety and shall have no further force or effect.

DK Tenant Int. RV Landlord Int.

EXHIBIT G

TENANT SIGNAGE

Sunbury Mills Retail Center

*Sunbury, Ohio
December 5, 2007
Revised December 18, 2007*

Signage Criteria

The purpose of these signage criteria is to provide guidelines for the size, location and installation of signage within the retail center and all out parcel and free standing commercial buildings and to perpetuate the integrity of the design of the Sunbury Mills Retail Center. These criteria establish regulations to accommodate each entity that will occupy space in the center in a manner to provide neat and orderly appearance of the center. These criteria comprise the minimum standards tenants must meet in order to obtain the Landlord's and Village of Sunbury approval for signage. All signage shall be approved by the Village of Sunbury prior to installation.

PART ONE – GENERAL REQUIREMENTS

A. Definitions:

1. "Sign" means a name, identification, description, display or illustration which is affixed to or painted upon or represented directly or indirectly upon a building, structure or piece of land or affixed to the glass on the outside of a window or door, or inside a building within three feet of a window or door so as to be readable from outside the building and which directs attention to an object, product, place, activity, person, institution, organization business, goods, services or entertainment conducted, sold or offered on the premises. The term includes any associated sign face, sign structure, pole cover, embellishment, decorative element and source of illumination; but excludes architectural decoration, mural, sculpture; show window display, outline lighting and projector graphic.
2. "Graphic Code" refers to the Village of Sunbury Zoning Code S81, Chapters S81.17.01 through S81.17.02 inclusive.

B. Approvals:

1. The Village of Sunbury Graphics Code shall govern all signage. For items not specifically addressed herein, the Village of Sunbury Graphics Code shall be used to determine all permitted signage. Final approval for all signage must be obtained from the Village of Sunbury for all signage.
2. Any Village of Sunbury sign permits, applications or other governmental agency, hearings and fees shall be the responsibility and at the expense of the Tenant and the signage contractor.
3. All tenant copy and color to be approved by Landlord and Village of Sunbury prior to sign manufacturing and installation.
4. Sign manufacturer's shop drawings showing sign construction and installation, including mounting devices, shall be submitted to the Landlord for approval prior to sign fabrication.
5. Sign location to be coordinated with landlord's field construction representative with consideration to adjacent signs and adjoining buildings.
6. The signage contractor must be licensed by the Village of Sunbury.

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December 3, 2007
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7. All construction shall conform to the requirements of the National Electric Code and all other governing codes.
8. No alteration of the exterior lighting systems will be permitted without written consent of the Landlord.
9. Service and Address Signage: Each service/loading dock area is permitted to have the following message area on building elevation centered directly above door access: "Service Entrance", "Exit", etc. maximum letter height to be 6 inches.
10. Building Address Signage to be indicated on front storefront glass doors and rear service doors to each individual tenant address by installing 6 inch high, white vinyl letters in Helvetica lettering style.

C. Prohibited Signage

1. Prohibited graphic types shall include but are not limited to the following:
 - a. Wall mounted enclosed cabinet signs.
 - b. Roof top signs.
 - c. Flashing, traveling, animated, rotating, audible or intermittently illuminated signs.
 - d. Permanent or temporary banners.
 - e. The use of building walls for display of advertising.
 - f. Signs or advertising erected and maintained on trees or painted or drawn upon rocks or other natural features.
 - g. No sign shall be attached to any fence within the right-of way of any road.
 - h. Advertising devices that attempt, or appear to attempt, to direct movement of traffic, or which interfere with, imitate or resemble an official sign, signal or device.
 - i. No vehicle, trailer or equipment of any type may be parked on a building premises or lot for the purpose of advertising a business, product, service, event, object, location, organization or the like.
 - j. Exposed neon graphics or text that is mounted to either the exterior face of the building or that is mounted within the building that is visible from the exterior of the building.

PART TWO - SIGNAGE TYPES

A. Wall Mounted Tenant Identification - General:

1. Signs shall be individually mounted letters and shall be limited to the fronts of stores relative to each tenant space, except as specifically outlined herein. In all instances the message area letters and/or its sign panel shall be mounted directly to the building face consisting of brick, cast brick or synthetic stucco building material.
2. No signs shall extend above the roof or line of the parapet construction.
3. Sign operation: All signage shall be photocell and time clock controlled and uniformly illuminated during normal business hours. Tenants with longer hours or that are open for business 24 hours (i.e. Kroger or restaurant users) may be permitted to have their sign illuminated beyond the normal business hours of the center. Tenant signs on the south building elevation of Retail Building "B" shall be turned

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Sunbury Mills Retail Center

Sunbury, Ohio
December 5, 2007
Revised December 18, 2007

off at a uniform time at a time earlier than the remaining signs in the shopping center (facing South Miller Drive). All ancillary lights on the south building elevation of Retail Building "B" shall be turned off at the same time as the Tenant signs.

4. Illumination of each individual mounted letter to be installed in one of the following manners:
 - a. Internally illuminated individual, face lit, channel letter.
 - b. "Halo" illuminated letter.

B. Sign Types:

1. Internally Illuminated Channel Letters:
 - a. Illumination of individual channel letters may be of neon tubing or LED within each letter unit with remote transformers or self-contained low voltage power supply for each letter unit located within the storefront soffit or ceiling.
 - b. Letter returns shall be .040 aluminum. Painted PMS 445 charcoal gray with black trim cap retainer.
 - c. Color of the letter face shall be approved by the Landlord.
 - d. Letters shall be mounted 1 inch off the face of exterior wall to permit drainage. In no event shall the sign protrude more than 6 inches from the face of the building.
2. Halo-Illuminated Letters:
 - a. Illumination of individual channel letters with neon tubing or LED within each letter unit with remote transformers located within the storefront soffit or ceiling.
 - b. Color of the outside face of channel letter shall be approved by the Landlord.
 - c. Provide fully enclosed UL-listed plastic backed faced letters with ground. Color of the letter face shall be approved by the Landlord.
 - d. Letters shall be mounted 2 inches off the face of exterior wall to permit drainage.

C. Retail Center Tenant Signage – In Line Tenants:

1. All Tenant signage shall be internally illuminated.
2. Sign area: The maximum sign area for an in-line tenant shall be two (2) square feet of sign area for each one (1) linear foot of wall to which the signage is to be mounted. See Exhibit Sign-1.
3. Each in-line tenant shall be permitted a maximum cumulative sign area of 150 square feet, with a maximum of 60 square feet per sign.
4. The horizontal width of each Tenant's copy (i.e. logo, name, etc.) shall be a maximum of 80% of the width of such Tenant's storefront width. See Exhibit Sign-1.
5. Sign height: The maximum mounting height of any sign shall not exceed twenty (20) feet above grade and shall not extend above the roof or line of the parapet construction.

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Sunbury Mills Retail Center

Sunbury, Ohio
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6. Maximum letter height of message area shall be 30", except that maximum height of the upper case letters may be 36". Special attention to descent letters will be considered.
7. The sign area must terminate twenty-four inches (24") inside the tenant space side limits or corner of a building.
8. Sign Colors: The face of each tenant sign shall be a permanently colored acrylic face and shall be one of the following colors:
 - a. Red
 - b. Blue
 - c. Green
 - d. Yellow
 - e. White
9. Tenants located in Retail Building "B" shall be permitted one (1) sign complying with the above criteria on the north face of the building and an additional second sign on the south face of the building (facing South Miller Drive). The maximum sign area of the second (south) sign shall be one (1) square foot of sign area for each one (1) linear foot of wall to which the signage is to be mounted.

D. Retail Center Tenant Signage – Anchor Store Tenants:

1. Use of individually mounted letters shall be limited to the fronts of stores relative to each tenant space unless specifically identified herein. In all instances the message area letters and/or its sign panel shall be mounted directly to the building face consisting of brick, cast brick, or synthetic stucco building material.
2. The Kroger building signage shall be as illustrated on the Kroger exterior building elevations entitled N802 dated December 4, 2007 as prepared by Cole Russell Architects and Signage Calculations for N802 dated December 4, 2007.
2. All Tenant signage shall be internally illuminated. Letter returns shall be dark gray.
3. Sign area: The maximum sign area of an anchor store tenant shall be two (2) square feet of wall sign for each one (1) linear foot of wall to which the signage is to be mounted. Total signage shall not exceed of three hundred (300) square feet per facade.
4. Sign height: The maximum mounting height of any sign shall not exceed thirty (30) feet above grade and shall not extend above the roof or line of the parapet construction.
5. Maximum letter height of message area shall be 72" excluding ascenders and descenders.
6. The sign area must terminate twenty-four inches (24") inside the tenant space side limits or corner of a building.

E. Tenant Blade Signs:

1. Tenant to purchase blade sign through specific manufacturer as determined by the Landlord.

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2. Each tenant shall be permitted to select one of the two (2) projecting blade sign options indicated at a maximum of (3) square feet of sign area. See Exhibits Sign-4 and Sign-5.
 - a. Each blade sign shall be of the same color as the tenant's canopy sign letters
 - b. The tenant's name to be no greater than 3 inches in height and to have a 1/4" wide decorative border on the blade sign painted gold.
3. No part of any blade sign shall be less than eight (8) feet above the sidewalk or ground level.

F. Window Signs:

1. All window signs and graphics shall comply with the Village of Sunbury Zoning Code Chapter S81.17.02 (11 E).

G. Service and Address Signage:

1. Each service/loading dock area is permitted to have the following message area on building elevation centered directly above door access: "Service Entrance", "Exit", etc. maximum letter height to be 6 inches.
2. Building Address Signage to be indicated on front storefront glass doors and rear service doors to each individual tenant address by installing 6 inch high, white vinyl letters in Times New Roman lettering style.

H. Out Parcel Building Signs:

1. All wall mounted signage shall be internally illuminated. Letter returns shall be dark gray.
2. The horizontal width of each Tenant's copy (i.e. logo, name, etc.) shall be a maximum of 80% of the width of the wall on which is located.
3. Out parcel buildings shall be permitted two (2) on-premise wall signs. No sign shall be larger than 100 square feet per sign. The total aggregate sign area for all such wall signs shall not exceed two hundred (200) square feet per building.
4. Out parcel building wall signs shall not be mounted higher than twenty-four (20) feet above grade and no less than ten (10) feet above grade and shall not extend above the roof or line of the parapet construction.

I. Service/Fuel Station Signage:

1. Retail service or fuel stations shall be permitted one (1) ground monument sign. The ground signage shall match the out parcel monument sign design used throughout the development. See Kroger Monument Sign Elevation dated December 5, 2007 as prepared by Sign Vision Co.
2. Retail service or fuel stations may have signage or graphics mounted to the fascia of the canopy placed over the fuel dispensing area. The name of the fuel station may be placed on all four sides of the gas canopy and the fuel pricing may be placed on three (3) sides of the gas canopy. The maximum graphic area of any canopy signage shall be fifty (50) square feet per graphic with a total of one hundred (100) square

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feet per fascia. No canopy signage shall extend above the roofline or below the bottom of the canopy fascia on which it is mounted. See Kroger gas canopy elevations N522 Sheet A2 dated December 4, 2007 as prepared by SSOE, Inc.

PART THREE – CENTER IDENTIFICATION SIGN TYPES

A. Shopping Center Identification Signs:

1. Developer shall be permitted to have up to two (2) Shopping Center Identification Signs listing the name of the Shopping Center and names of selected tenants. See Exhibit Sign-2.
2. Shopping Center Identification signs shall not exceed thirty five (35) feet in height.
3. Tenant panels on the Shopping Center Identification signs shall be internally illuminated. The sign panel face for each sign shall be of a consistent color (white).
4. The letters identifying the shopping center shall be internally illuminated individual letters.

B. Monument Signs – Out Parcel Uses:

1. All out parcel uses shall be allowed one (1) ground sign per right-of-way frontage. If no right-of-way frontage exists, then interior roadways will be classified as frontage for ground sign purposes.
2. Ground signs shall have a maximum height of six feet six inches (6'-6") and a maximum width of ten (10) feet. The graphic area shall not exceed twenty six and one half (26.5) square feet per sign face. See Exhibits Sign-3a and Sign-3b.
3. All ground signs are to be constructed with a brick base that is consistent in color and size with the retail center.
4. Sign faces shall be an opaque acrylic panel that is screened so that only the text or graphic is illuminated.
5. All ground signs shall be placed in a landscaped area.
6. Each out parcel building site shall provide appropriate directional signage at ingress/egress access points. On site permanent directional signs, e.g. employee and visitor parking, deliveries, etc. will be of a common design, material and size. Maximum height of directional signage shall be four (4) feet and the maximum copy area type face shall be four (4) square feet.
7. Tenant directional ground signs may be externally illuminated. Light sources to illuminate signs shall be shielded from view.

End of Text

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 Tenant Int.  Landlord Int.

EXHIBIT H
TENANT INVENTORY OF ALL MOVEABLE TRADE FIXTURES

Exhibit H is hereby deleted in its entirety and shall have no further force or effect.

DK Tenant Int. RL Landlord Int.

EXHIBIT I
ADDITIONAL REQUIREMENTS

Exhibit I is hereby deleted in its entirety and shall have no further force or effect.

 Tenant Int.  Landlord Int.

EXHIBIT J
RESTRICTIVE COVENANTS

In addition to the use limitations and restrictions contained in the body of the Lease, the following restrictive covenants with respect to use of the Leased Premises shall apply:

No portion of the Lease Premises shall be used as a drug store or a business principally devoted to the sale of health and beauty aids, or for a pharmacy requiring the services of a licensed or registered pharmacist.

No portion of the Leased Premises shall be used as a food store and food department, or for the sale of groceries, meats, fish, produce, dairy products or bakery goods for off-premises consumption unless as an incidental part of a business so long as the total number of square feet devoted to the display for the sale of such products does not exceed five percent (5%) of the total square footage of the building improvements in which such products are sold or five hundred (500) square feet, including, in either case, one half (1/2) of the aisle space adjacent to any display area, whichever is smaller.

No portion of the Leased Premises shall be used for the sale of automobile fuel, including without limitation gasoline and diesel fuel.

No portion of the Leased Premises shall be used as a disco or nightclub, health spa, theatre, bowling alley, or any other non-retail business, which requires extensive parking and no portion of the Leased Premises shall be used as a business which principally features sexually explicit products or drug paraphernalia.

Any restaurant situated on the Leased Premises shall not have revenues from the sale of liquor by the drink in excess of thirty percent (30%) of overall sales.

No portion of the Leased Premises shall have a drive-thru window for the principal business of selling coffee, donuts, muffins, pies, cakes, cookies, tarts, cinnamon buns, bagels or breakfast sandwiches.

Exclusivity has been granted to following business types:

- Cellular phone
- Chinese restaurant carry-out
- Inline retailer specializing in frozen smoothies and frozen non alcoholic beverages and arcade
- Goodwill retail
- Salon
- Dry cleaning, shoe repair or alteration
- Sports bar & grille business
- Pizza Shop
- Nail Salon
- Health facility

DK Tenant Int. ZL Landlord Int.

EXHIBIT K
SNDA AGREEMENT

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
AND ESTOPPEL CERTIFICATE**

This SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT AND ESTOPPEL CERTIFICATE ("Agreement") is made as of the 18th day of July, 2018 by and between **Delaware General Health District**, with offices at **P.O. Box 570, 1-3 West Winter Street, Delaware, OH 43015** (the "Tenant") and **Park National Bank**, a national banking association with its principal offices at **50 North Third Street, P.O. Box 3500, Newark, OH 43058-3500** ("Mortgagee") to induce Mortgagee to offer a mortgage loan to **Sunbury Mills Plaza, LLC** an Ohio limited liability company, with its principal office at **720 E. Broad Street, Suite 200, Columbus, OH 43215** ("Landlord").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a lease agreement dated July 18, 2018 a copy of which together with all amendments thereof, if any, is attached hereto as Exhibit "B" (collectively, the "Lease"), pursuant to which Landlord has leased to Tenant approximately **1,627 square feet** of space ("Premises") in a retail shopping center constructed by Landlord on a certain approximately _____ acre parcel of real property situated in the City of Sunbury, County of Delaware, and State of Ohio, as more particularly described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, Landlord has obtained from Mortgagee a mortgage loan;

WHEREAS, said loan is secured by that certain Open-End Mortgage, Assignment of Rents, and Security Agreement granted by Landlord to Mortgagee and recorded as Instrument Number _____ in the Delaware County, Ohio Recorder's Office on the real estate described in Exhibit "A" attached hereto ("Mortgage"), and Mortgagee requires as a condition of the loan that the lien of said Mortgage be superior and prior to the Lease;

WHEREAS, Tenant is willing to subject and subordinate its right, title, interest, and claim in the Premises to the lien of the Mortgage provided that Mortgagee makes to Tenant the non-disturbance covenants contained herein; and

WHEREAS, Mortgagee requires as a condition of making said loan that Tenant make certain representations, and certify thereto, with respect to particular provisions of the Lease and the rights, title, interests, and claims thereunder of Landlord and Tenant, respectively.

 Tenant Int.  Landlord Int.

of the Lease and the rights, title, interests, and claims thereunder of Landlord and Tenant, respectively.

NOW, THEREFORE, Mortgagee and Tenant hereby undertake and agree as follows:

1) Tenant, in consideration of the foregoing recitations, does hereby:

- a) covenant and agree with Mortgagee, its successors and assigns, that all of the right, title, interest, and claim of Tenant (including, but not limited to, its rights, options, interests, title, claim, and privileges under the Lease, and all renewals and extensions thereof) is and shall be and remain at all times subject and subordinate to the lien of the Mortgage to Mortgagee for all advances made or to be made under the provisions of the Mortgage or on the note secured thereby and for all other purposes specified therein;
- b) covenant and agree with Mortgagee, that Tenant shall execute and deliver such further or other instruments subordinating the Lease, and all renewals and extensions thereof, to the lien of any mortgage which replaces the Mortgage described above and that the right, title, interest, and claim of Tenant shall be and remain at all times subject and subordinate to the lien of the mortgage which replaces the above described Mortgage for all advances made and to be made under the provisions of said replacement mortgage or on the note or notes secured thereby for all other purposes specified therein, subject, however, to the holder of the replacement mortgage executing a nondisturbance agreement in substantially the same form as hereinafter provided; and
- c) covenant and agree with Mortgagee, that all condemnation awards and insurance proceeds paid or payable with respect to the Premises or any part thereof and received by Mortgagee pursuant to the exercise by Mortgagee of any options of Mortgagee provided in the Mortgage, shall be applied and paid in the manner set forth in the Mortgage; provided, however, in the event of any action or proceeding relating to any condemnation or other taking of all or any part of the Premises, neither the Mortgage nor any other security instrument executed in connection therewith shall cover or be construed as subjecting in any manner to the lien thereof, Tenant's moving expenses, the unamortized portion of Tenant's leasehold improvements, or any trade fixtures, equipment, furnishings, signs, or other personal property at any time furnished or installed by or for Tenant or its subtenants or licensees, regardless of the manner or mode of attachment thereof. As between Landlord and Tenant neither party shall have a claim against the other for the value of any unexpired term of the Lease.

2) Mortgagee, in consideration of the foregoing recitations, does hereby:

- a) covenant and agree with Tenant that in the event Mortgagee shall file one or more suits to foreclose the Mortgage, Mortgagee will not join Tenant in the

DK Tenant Int. RL Landlord Int.

foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants, or conditions of the Lease and so long as Tenant observes and complies with the provisions set forth in subsection (b) of this Section 2, except as may be necessary to subject the property described in the Mortgage to the indebtedness secured thereby; and

- b) covenant and agree with Tenant that in the event Mortgagee shall file foreclosure proceedings, in accordance with the foregoing, and shall succeed to the interest of Landlord, or its successors or assigns, under the Lease, whether through purchase at a sale pursuant to a judgment or decree of foreclosure and sale, by deed and assignment in lieu of foreclosure, or otherwise, and Tenant shall not be in default under any of the terms, covenants, or conditions of the Lease, Mortgagee shall be bound to Tenant under all of the terms, covenants, and conditions of the Lease, and Tenant shall, from and after such event, have the same remedies against Mortgagee for Mortgagee's breach of any covenant contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interests of Landlord; provided, however, that Mortgagee (and all of its rights, including, but not limited to, the right to collect the rents under the Lease) shall not be: (i) liable or responsible for any act or omission of Landlord, its successors and assigns; (ii) subject to, or affected by, any offsets, defenses, causes of action, credits, or counterclaims which Tenant might now or may hereafter have against Landlord, its successors and assigns, or any other person or persons; (iii) bound by any prepayment of rent which Tenant may heretofore or may hereafter have paid to Landlord, its successors or assigns, or to any other person or persons, excepting only any prepayment of not more than one month's rent; (iv) bound by any amendment or modification of the Lease made without first obtaining Mortgagee's written consent thereto; or (v) responsible for the return of any security deposit(s) that Mortgagee has not received.
- 3) If the interests of Landlord shall be transferred to and owned by Mortgagee by reason of foreclosure proceedings or deed in lieu of foreclosure or by any other manner and Mortgagee succeeds to the interest of Landlord under the Lease, Tenant shall be bound to Mortgagee, its successors and assigns, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option thereof in the Lease, with the same changes and effect as if Mortgagee were the Landlord under the Lease, and Tenant hereby does attorn to Mortgagee, its successors and assigns, as its Landlord, said Attornment to be effective and selfoperative without the execution of any further instruments on the part of any of the parties hereto immediately upon Mortgagee's succeeding to such interest. Notwithstanding the same, at the request of Mortgagee, its successors and assigns, or any other person acquiring the interest of Landlord, Tenant agrees to execute and deliver at any time and from time to time, upon

 Tenant Int.  Landlord Int.

such request any instrument which in the sole judgment of the party making such request may be necessary or appropriate to evidence such Attornment.

4) Tenant, with respect to the Lease, hereby certifies, warrants, and agrees as follows:

- a) The copy of the Lease attached hereto as Exhibit "B" is a true and correct copy of the lease entered into by and between Landlord and Tenant (Mortgagee and Tenant agree that in the event that Mortgagee desires to record this Agreement, Exhibit "B" shall not be attached to the recorded Agreement but shall remain a part of this Agreement);
 - b) The Lease evidences the valid, binding, enforceable obligations of the undersigned and is presently in full force and effect and unmodified except as set forth in the attachments thereto;
 - c) No rent under the Lease has been paid more than thirty (30) days in advance of its due date;
 - d) As of this date, there are no charges, liens, or claims of offset under the Lease or otherwise against rents or other amounts due or to become due to Landlord thereunder;
 - e) As of this date, neither Landlord nor Tenant is in default under any of the terms or provisions of the Lease;
 - f) Tenant is not involved in any bankruptcy, reorganization, arrangement, or insolvency proceedings; and
 - g) Tenant understands and agrees that Mortgagee will rely on this certificate in providing financing to Landlord.
- 5) Except as hereinafter limited, all parties hereto, and their respective legal representatives, heirs, successors and assigns, are bound by all of the covenants, terms, conditions, subordinations, and other matters contained herein.
- 6) Mortgagee, in the event it succeeds to the interest of Landlord, whether through foreclosure proceedings or otherwise, shall be entitled to convey and/or assign its right, title, and interest, or any part thereof, in and to the Premises and/or the Lease to a nominee, agent, independent contractor, or any other person. Upon sale, conveyance, and assignment of the Premises and its interest in the Lease, Mortgagee shall be automatically, and without further consent, written agreement, or acknowledgment by Tenant, released, discharged, and relieved of any and all liabilities and obligations of every kind, nature, and type whatsoever accruing or arising under the Lease on and after the date Mortgagee shall have sold, assigned, and transferred its interest in and to the Premises and the Lease to the purchaser(s).

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- 7) The provisions of this agreement are not intended to, and shall not, release Landlord, its successors and assigns, from its obligations under the Lease, but are solely for the benefit of Mortgagee and Tenant.
- 8) To the extent that the Lease shall entitle Tenant to notice of any mortgage of the Premises, this Agreement shall constitute such notice to Tenant with respect to the Mortgage and to any or all other mortgages which may be affected by this Agreement. Tenant shall provide to Mortgagee written notice of any default of Landlord under the Lease and shall allow Mortgagee sixty (60) days to cure said default, and a reasonable period of time in addition thereto if circumstances are such that Mortgagee cannot gain possession of the Premises or said default cannot otherwise reasonably be cured within said sixty (60) day period, before exercising any rights to abate rental payments or to terminate said Lease. All notices required or permitted to be given by either party hereunder shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering such in person to the intended addressee or by prepaid telegram. Notice so mailed shall be effective upon its deposit. Notice given in any other manner shall be effective only if and when received by addressee. For purposes of notice the addresses of Tenant and Mortgagee shall be as set forth hereinabove; provided however that either party shall have the right to change such party's address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.
- 9) Tenant covenants not to enter into any amendments or modifications of the Lease without the prior written consent of Mortgagee, which consent may be withheld in Mortgagee's sole discretion.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

 Tenant Int.  Landlord Int.

IN WITNESS WHEREOF, Tenant and Mortgagee have executed these presents as of the day and year first above written.

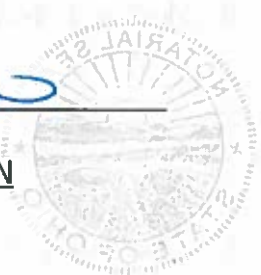
TENANT:

Delaware General Health District

By: Shelia L. Hiddleston

Name: Shelia L. Hiddleston, MS, RN

Its: Health Commissioner



MORTGAGEE:

Park National Bank,
a national banking association

By: _____

Name: _____

Its: _____

DK Tenant Int. PL Landlord Int.

STATE OF OHIO :
 :
COUNTY OF Delawarr : SS

The foregoing instrument was acknowledged before me this 18 day of July 2018,
by Shelia L. Huddleston, the Health Commissioner of Delaware General Health District



PAMELA L. SHEARS
Notary Public, State of Ohio
My Commission Expires
4-26-2020

Pamela L. Shears
Notary Public

STATE OF OHIO :
 :
COUNTY OF FRANKLIN : SS

The foregoing instrument was acknowledged before me this ____ day of _____
2018, by _____, the _____ of
_____, a national banking association, on behalf of the
banking association.

Notary Public

Commission Expiration: _____

DK Tenant Int. RV Landlord Int.

EXHIBIT L

KROGER APPROVAL OF USE

DK Tenant Int. RL Landlord Int.

July 12, 2018

Randy Loebig
Sunbury Mills Plaza LLC
Highland Real Estate Group
720 East Broad Street, Suite 200
Columbus, OH 43215

Re: Kroger Store N-802, Sunbury, OH
Consent for Delaware General Health District

Dear Mr. Loebig:

Reference is made to that certain Reciprocal Easement Agreement, dated January 31, 2008 (as amended, the "REA"), by and between VINCENT ROMANELLI INVESTMENTS LLC, DAVID R. HUGHES INVESTMENTS LLC, and DAREL R. MILLER INVESTMENTS LLC (collectively referred to in the singular as "R/M/H"), and The Kroger Co. ("Kroger"). Kroger is the owner of Parcel I as defined in the REA, and we understand that Sunbury Mills Plaza LLC ("SMP") is the successor to R/M/H as the owner of Parcel II as defined in the REA. Capitalized terms not otherwise defined in this letter will have the meanings given to such terms in the REA.

Section 6.1 of the REA states that "Unless waived specifically by the owner of Parcel I, no part of the Shopping Center, except Parcel I, shall be used as a drug store or a business principally devoted to the sale of health and beauty aids, or for a pharmacy requiring the services of a registered pharmacist".

You recently informed us that SMP is currently negotiating with Delaware General Health District ("Delaware Health") to lease 1,627 square feet of space at the Shopping Center, in the location shown on the enclosed site plan ("Exhibit A"), for the operation of a public health agency location offering medical services with a pharmacy license.

Provided that (i) Delaware Health is no larger than a total of 1,627 S.F., (ii) Delaware Health operates within the space or a portion of the space shown on Exhibit A (the "Permitted Delaware Health Premises") and not within any other retail space located within the Shopping Center, and (iii) Delaware Health does not expand its leased premises into, or conduct its business in, adjacent rentable space other than within the Permitted Delaware Health Premises, Kroger agrees that Delaware Health may operate a public health agency location offering medical services with a pharmacy license ("Permitted Use") in the Shopping Center.

Delaware Health shall otherwise comply with the provisions of the Reciprocal Easement Agreement. The provisions of this letter solely apply to Delaware Health with respect to its use of the Permitted Delaware Health Premises for the Permitted Use, and do not apply to any subtenant or assignee of Delaware Health, any space other than the Permitted Delaware Health Premises, any other use, or any other tenant. Any occupant of the Permitted Delaware Health Premises, other than Delaware Health, must comply fully with the restrictions set forth in the REA.

Please note that Kroger's consent to the Delaware Health lease is conditioned upon, and will not be effective until the date of, Kroger's receipt from SMP of a signed counterpart of this letter.

 Tenant Int.  Landlord Int.

If you have any questions regarding the proposed terms and conditions outlined in the document, please feel free to contact Stephanie DeMaggio at (614) 898-3217, if you have any questions. Thank you.

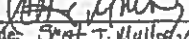
Sincerely,

THE KROGER CO., an Ohio corporation

By: 
Name: Daniel C. De La Rosa
President, Columbus Division

Accepted and agreed to by:

Sunbury Mills Plaza LLC,
an Ohio limited liability company

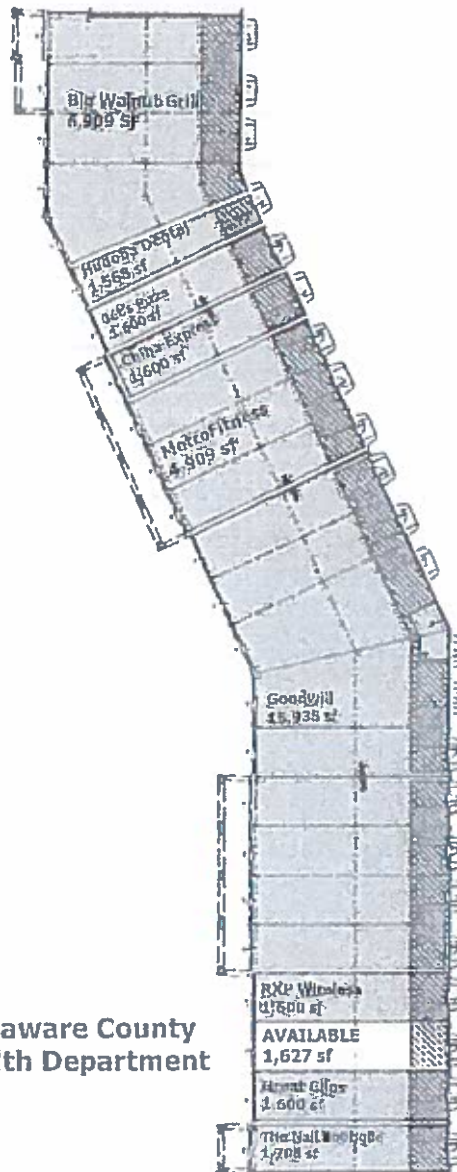
By: 
Name: Scott T. Maillet
Title: Co-Managing Partner
Date: 7-12-13

Enclosure

Cc:
Andy Green; via email

DK Tenant Int. RL Landlord Int.

**Delaware County
Health Department**



DK Tenant Int. _____ Landlord Int.

Sunbury Mills Plaza, LLC

FIRST RENEWAL TO LEASE AGREEMENT

This Renewal Lease Agreement (the "Lease") is made this _____, 2024 by and between Sunbury Mills Plaza, LLC ("Landlord") and Delaware General Health District ("Tenant"). Tenant entered into a lease dated July 18, 2018 ("the Lease"). The Lease granted the Tenant the option to renew the Lease on the same terms and conditions contained in the Lease except for the rent rate. The current Lease Renewal Agreement expired September 30, 2023. Landlord and Tenant have agreed to amend the Lease as follows:

ARTICLE 1.1. Lease Term: Five (5) years ("Renewal Term")

Commencement Date: March 1, 2024
End of Lease Date: September 30, 2028

ARTICLE 2.1. Rent Rate:

Lease Period	Total Square Feet	Minimum Rent Rate/Sq. Ft.	Monthly Minimum Rent	Estimated Annual Gross Rent
Year 1 (7 mo)	1627	\$ 14.15	\$ 1,918.50	\$ 13,429.50
Year 2	1627	\$ 14.15	\$ 1,918.50	\$ 23,022.05
Year 3	1627	\$ 14.15	\$ 1,918.50	\$ 23,022.05
Year 4	1627	\$ 14.15	\$ 1,918.50	\$ 23,022.05
Year 5	1627	\$ 14.15	\$ 1,918.50	\$ 23,022.05

Note: CAM rates (not included above) will continue to be assessed and adjusted annually.

ARTICLE 3.1. Security Deposit: Original security deposit (\$1,720.56) will remain in place.

Except as specifically modified herein the Lease will continue in full force and effect during the Renewal Term.

Premises Leased: Sunbury Mills Plaza
137 State Route 3
Sunbury, OH 43074
(1,627 square feet)

Lease Primary Contact: Delaware General Health District
P.O. Box 570
1-3 West Winter Street
Delaware, OH 43015

Tenants Signature

Date

Landlords Signature

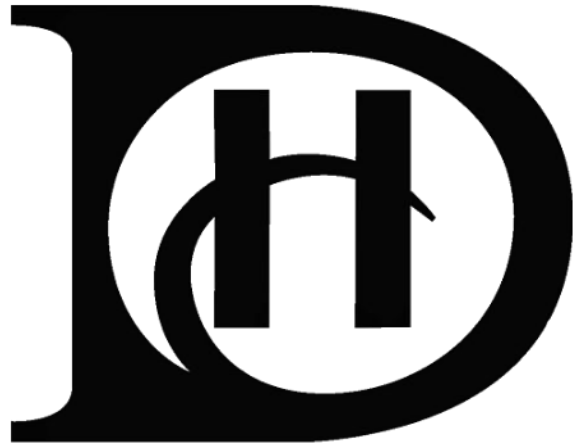
Date

2024 DELAWARE PUBLIC HEALTH DISTRICT BUDGETProgram Youth Suicide PreventionFund TBD**NEW REVENUE BUDGET ESTABLISHMENT**

INTERGOVERNMENTAL		0.00			40,000.00
4509 - FEDERAL GRANTS A	0.00		-	0.00	

0.00 TOTAL REVENUE**AMENDED APPROPRIATION REQUEST**

	CURRENT		AMENDED	
ACCOUNT	2024		2024	
SALARIES		0.00		15,000.00
5001 - SALARIES	0.00		15,000.00	15,000.00
5004 - OVERTIME	0.00		-	0.00
BENEFITS		0.00		10,177.20
5101 - HEALTH INSURANCE	0.00		6,008.70	6,008.70
5102 - WORKERS COMP	0.00		150.00	150.00
5103 - DENTAL/OTHER INS + LTD	0.00		201.00	201.00
5120 - AGENCY SHARE/OPERS	0.00		3,600.00	3,600.00
5131 - AGENCY SHARE/MCARE	0.00		217.50	217.50
MATERIALS & SUPPLIES		0.00		3,500.00
5201 - GENERAL SUPPLIES	0.00		500.00	500.00
5215 - PROGRAM SUPPLIES	0.00		3,000.00	3,000.00
SERVICES & CHARGES		0.00		11,322.80
5301 - CONTRACTED PROF SERVICE	0.00		10,000.00	10,000.00
5309 - TRAVEL - MILEAGE REIM ONLY	0.00		172.80	172.80
5313 - PRINTED&RELATED SERVICES	0.00		1,000.00	1,000.00
5332 - CELL/INTERNET ALLOWANCE	0.00		150.00	150.00
TOTAL EXPENSES	0.00	0.00	40,000.00	40,000.00



**Delaware Public
Health District**

Dedicated to your health

Strategic Objectives:

- Met with Tracie Davies, County Administrator, to discuss future funding opportunities
- Attended division meetings to provide updates
- Met with City of Dublin leadership to review their CHA/CHIP Plan
- Met with Delaware County Transit Executive Director for partnership opportunities
- Conducted a New Employee Orientation

Internal Meetings:

- Held an all-staff meeting to review actions of the board of health and to provide updates
- Held SLT to discuss fiscal/operational issues
- Held Leadership Team meeting
- Met with SLT and Fiscal Contractor to discuss 2025 Budget Preparation

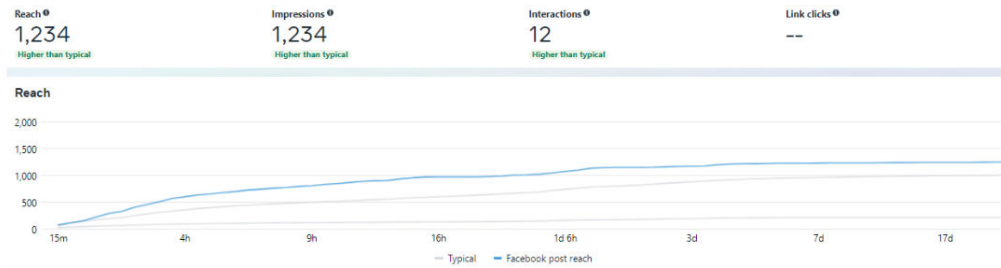
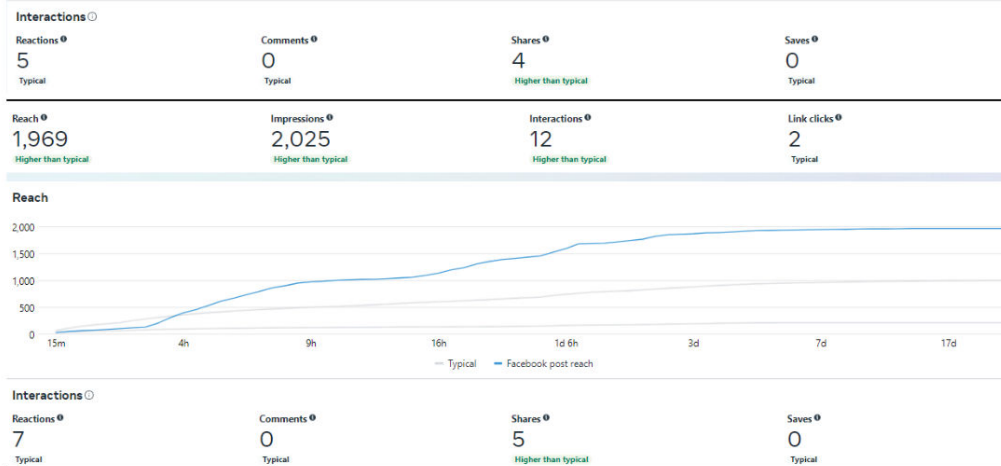
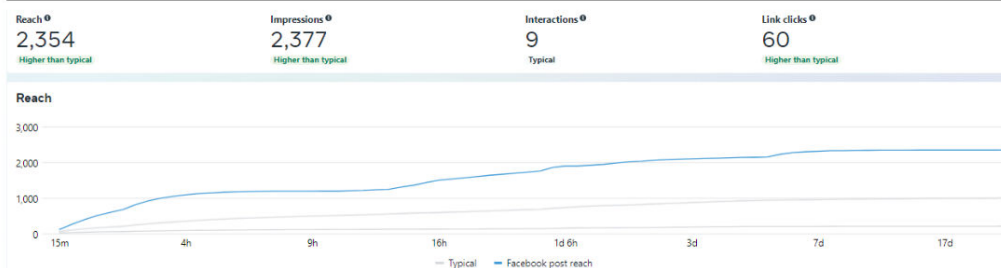
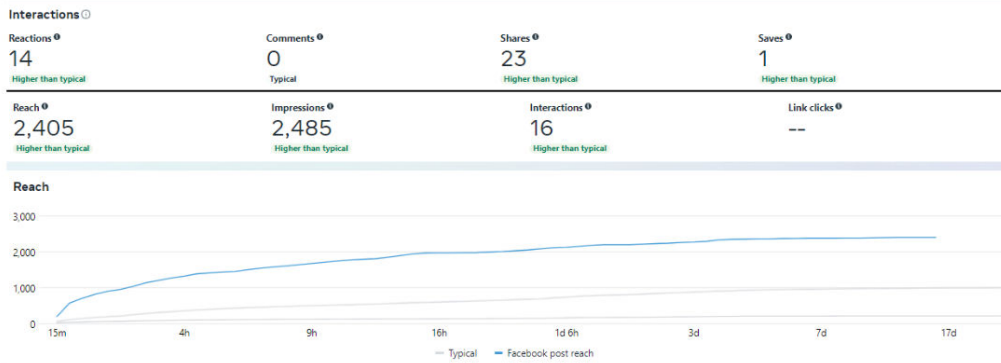
External Meetings:

- Attended AOHC Central Region Meeting
- Met with the Superintendent of Delaware DD Board to review partnership opportunities
- Attended AOHC Board and Public Affairs Committee meetings as an At-Large Director
- Attended AOHC Board Meeting
- Attended the DCOHSEM Executive Committee
- Provide a Building tour to Vice-Mayor Karr, and Councilmember Herrmann (Powell)
- Met with Enterprise Fleet Management to review 2024 fleet lease options
- Chaired an emergency meeting of the Ohio Public Health Advisory Board regarding Gender Transition/Care Rules
- Participated in the AOHC Communications workgroup

January 2024 Communications & Social Media – Traci Whittaker

- Distributed info related to DPHD services on Facebook, Twitter & Instagram along with coalition work on the social media pages of Keep Delaware County Beautiful, SAFE Delaware, and WIC Delaware Morrow Union.
- Traci attended virtually Central Region Local Public Health PIO meeting on Jan. 10, 2024.
- [January DPHD E-news](#) was distributed on 1/19/24.
- January Press Releases:
 - [DPHD Receives Grant for Central Region MRC Coordination](#)
- January 2024 Google Analytics and Top Facebook Posts at end of the report.

January Top Facebook posts



Delaware Public Health District
Published by Traci Beck Whitaker • January 11 at 7:00 PM

We've had a mild winter so far! But with below freezing temperatures forecasted for the next week, take all necessary precautions to protect your person, place, pets & pipes! #WeatherReady

Delaware Public Health District
Published by Traci Beck Whitaker • January 18 at 8:45 AM

Heads up, Delaware County! Make sure to be #weatheraware and prepared for another round of winter weather!

Snow and Wind Chills January 18, 2024 6:16 AM

OVERVIEW:

- Snow is expected later today into Friday.
- Total accumulations generally expected to be around 1-3 inches with 2 to 5 inches possible to the north of I-76.
- The Friday morning commute will likely feature snow-covered roadways.
- Cold weather with wind chills below zero are expected again Friday night and Saturday night.

Timing:

- Snow later today through Friday.
- Strong cold front may hit on Saturday evening, again Saturday night into Sunday morning.

HAZARDS & IMPACTS:

- Slippery road conditions are likely tonight through Friday morning. The Friday morning commute is expected to be impacted by snow.
- Cold weather can lead to hypothermia for those outdoors.

FORECAST CHALLENGES:

- High confidence in the forecast for snow tonight into Friday. Medium confidence in snow amounts.
- High confidence in cold weather Friday night and Saturday night.

Delaware Public Health District
Published by Traci Beck Whitaker • January 6 at 7:30 PM

We're hiring! Check out our open positions, including Environmental Health program manager, Fiscal Officer and MRC Coordinator at [DelawareHealth.org/careers](https://delawarehealth.org/careers)

OPEN POSITIONS:

- ENVIRONMENTAL HEALTH MANAGER
- FISCAL OFFICER
- MRC COORDINATOR

[DELWAREHEALTH.ORG/CAREERS](https://delawarehealth.org/careers)

Delaware Public Health District
Published by Traci Beck Whitaker • January 9 at 2:33 PM

Our 2024 clinic schedule offers both walk-ins and appointments for adult & child immunizations/screenings almost on a daily basis with some evening and weekend opportunities! Visit [DelawareHealth.org/immunizations](https://delawarehealth.org/immunizations) or call (740) 203-2040 for more info!

CLINIC SCHEDULE

ADULT & CHILD IMMUNIZATIONS AND SCREENINGS

SUNBURY CLINIC
101 South Street
Sunbury, OH 43084
MONDAY: 9:00 AM - 5:00 PM
WALK-IN & APPOINTMENT
TUESDAY: 9:00 AM - 5:00 PM
WALK-IN & APPOINTMENT
WEDNESDAY: 9:00 AM - 5:00 PM
WALK-IN & APPOINTMENT
THURSDAY: 9:00 AM - 5:00 PM
WALK-IN & APPOINTMENT
FRIDAY: 9:00 AM - 5:00 PM
WALK-IN & APPOINTMENT
SATURDAY: 9:00 AM - 1:00 PM
WALK-IN & APPOINTMENT
SUNDAY: 9:00 AM - 1:00 PM
WALK-IN & APPOINTMENT

DELWARE CLINICS
2015 South Street
Delaware, OH 43015
MONDAY: 9:00 AM - 5:00 PM
WALK-IN & APPOINTMENT
TUESDAY: 9:00 AM - 5:00 PM
WALK-IN & APPOINTMENT
WEDNESDAY: 9:00 AM - 5:00 PM
WALK-IN & APPOINTMENT
THURSDAY: 9:00 AM - 5:00 PM
WALK-IN & APPOINTMENT
FRIDAY: 9:00 AM - 5:00 PM
WALK-IN & APPOINTMENT
SATURDAY: 9:00 AM - 1:00 PM
WALK-IN & APPOINTMENT
SUNDAY: 9:00 AM - 1:00 PM
WALK-IN & APPOINTMENT

Delaware Public Health District
Published by Traci Beck Whitaker • January 3 at 9:30 AM

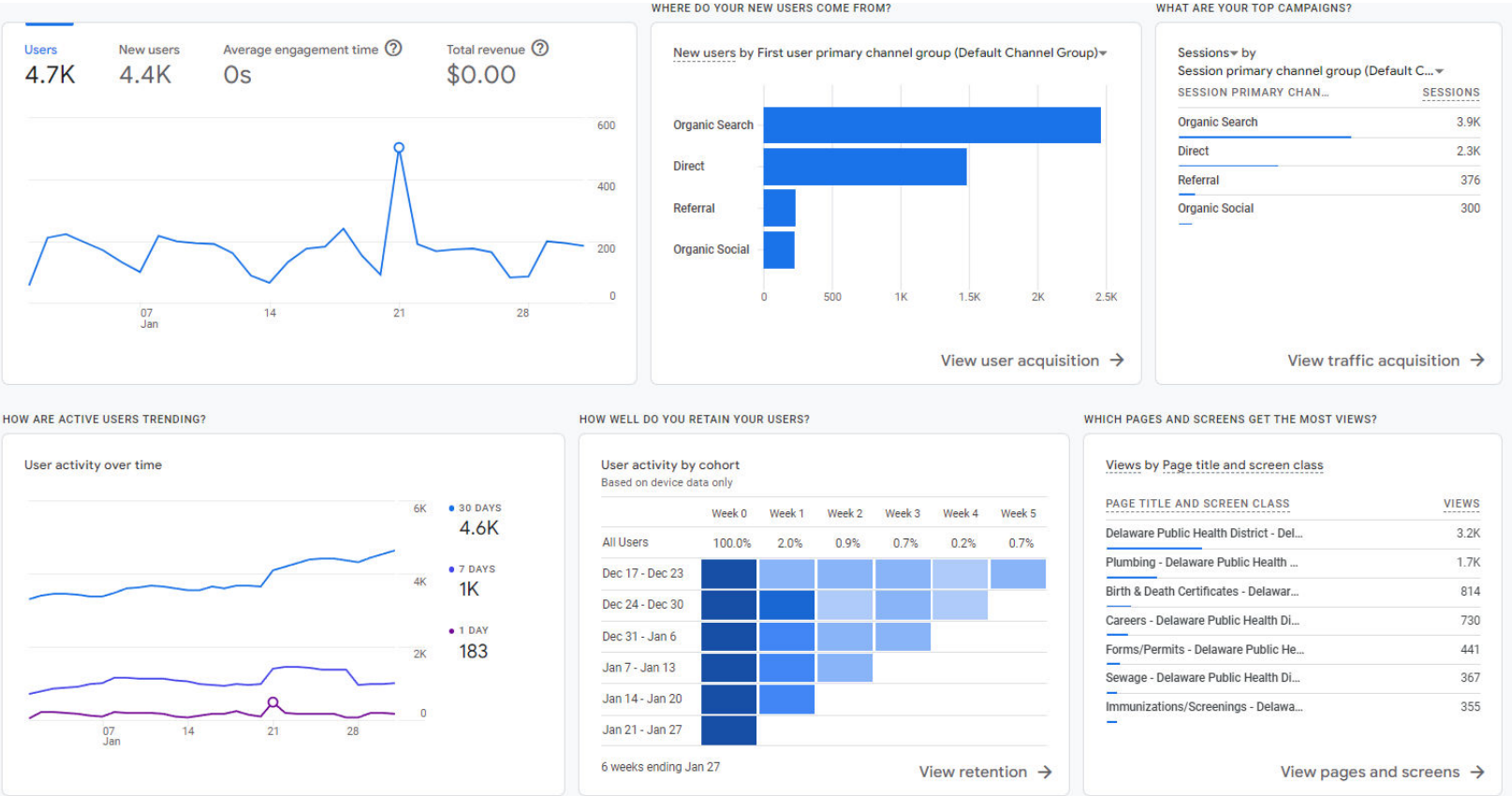
Receiving the HPV vaccine between ages 9-14 is a very effective way to prevent HPV infection, cervical cancer and other HPV-related cancers. HPV vaccine is available in our clinic! Visit [DelawareHealth.org/immunizations](https://delawarehealth.org/immunizations) for a complete listing of our clinic hours.

Cervical Cancer Awareness Month

Get Informed.
Cervical cancer is the 4th most common cancer in women globally.

Get Screened.
Women should start getting screened at age 21 and repeated periodically.

GOOGLE ANALYTICS January 2024



Awareness & Outreach Events – Aly Hillier

- Renewed membership with Main Street Delaware for First Fridays from April-October.
- Registration of events so far for 2024 – First Fridays, OWU Bishop Backer Day, OLSD Wellness Expo (new), NAMI Walks event, PRIDE, Safety Town.
- OLSD Orange has scheduled dates for the Sexual Health Education program.

Epidemiology Projects – Emily Lipp

- Began collecting data for the Annual Report and community profiles.
- Created the EnLive Health Literacy Self-Assessment and began data collection.
- Assisted with the Project DAWN intern interviews

Child Fatality Review – Jen Keagy, Emily Lipp & Ronda Hess

- 2023 cases are being prepared; 12 child deaths will be reviewed

CHA/CHIP & The Partnership Updates – Hali Burleson, Josie Bonnette, Aly Hillier

- The CHIP strategies are being updated to reflect the 2024 objectives.
- Onboarded the Delaware County Board of Developmental Disabilities, Director of Communications & Community Engagement.
- In collaboration with the Partnership Co-Chair, developed and distributed the nomination form for the 2024 Partnership Awards.
- Hali participated in the Strengthening Families Coalition strategic planning to help align initiatives with the CHIP.
- Hali attended the State of Sunbury Address.

Healthy Behaviors:

- See update below for Healthy Eating Active Living

Mental Health & Addiction:

- New strategies and action steps were created with the DMMHRB.
- *Minimize Risk, Maximize Life* low risk drinking course scheduled for 03/20 – advertised throughout Delaware City and Powell areas.

Access to Care:

- Created a checklist to help evaluate and guide support groups toward evidence-based practices. Cornerstone of Hope will help to distribute and promote this checklist.
- Met with SourcePoint to discuss implementation and plausibility of Community Care Hubs.
- Met with DMMHRB to discuss their strategy participation for 2024.
- The EnLive Health Literacy Self-Assessment was sent out to select DPHD staff.

Healthy Eating Active Living (HEAL) Program – Josie Bonnette

- Submitted Q1 HEAL grant report and invoice for deliverable 6.1 completion (\$5,000) and had Q1 1:1 with ODH Heal Grant Consultant.

- Executed MOU for United Way for Family Resource Center Healthy Food Pantry Project. The next steps are to hold a taste test with Will program students, and possibly other United Way clients who may be utilizing the pantry to assist United Way with prioritizing healthier food items to keep in stock at the pantry.
- In collaboration with ODH, held a meeting with Delaware County Hunger Alliance Partners and OSU Extension Office staff regarding the development of a local food action plan which can build a stronger, more sustainable local food system. There are also potential opportunities to develop student experiences and internship opportunities to assist with the assessment and planning process.
- Served as the Co-Chair at the monthly Hunger Alliance meeting.

Project DAWN – Hali Burleson, Aly Hillier, Emily Lipp, Kelsey Kuhlman

- Met with Southeast to discuss fentanyl test strip distribution.
- 10 fentanyl test strips were distributed in January.
- The Project DAWN intern started at the end of January; she is currently helping to determine which Delaware County zip codes had the lowest distribution of naloxone in 2023 and is comparing this data to the EMS naloxone administration per zip code data.
- January – 24 naloxone kits were distributed for community use; 114 naloxone kits were distributed to first responders.

SAFE Grant, Child Passenger Safety & CarFit Program – Jackie Bain***Safe Communities:***

- 82,636 people reached with traffic safety messaging via events, print and social media.
- SourcePoint hosted Talk with a Trooper – 12 attended.
- 4H CARTEENS – 36 participants
- Delaware Motorcycle Swap Meet – 700 reached

Child Passenger Safety:

- 25 car seat installations inspected by Delaware County CPSTs
 - 14 DPHD CPSTs
 - 11 Partner CPSTs
- 83% error rate
- Car seats distributed to income eligible residents – 8 total (4 OBB; 4 DPHD)

Vital Statistics – Ronda Hess, Jessica Ayala & Monica Wallace

- Total birth certificates issued – 220
- Total death certificates issued – 441

Sunbury Satellite Office – Monica Wallace

- Birth certificates issued – 46
- Death certificates issued – 25
- Revenue collected - \$1,956.50

CH Manager's Activities – Abbey Trimble & Kelsey Kuhlman

- No report this month

CH Deputy Health Commissioner Activities – Jen Keagy

- Attended the Orange Township subdivision meeting.
- Wrote and submitted the ODH Youth Suicide Prevention grant for \$250,000 over a 3 ½ year cycle.
- Participated in the Workforce Development (WF23) grant ODH office hours; submitted the WF23 monthly expenditure report and the program report.
- Met with the Health Policy Institute of Ohio to discuss training opportunities for the Partnership members regarding advocacy and working with legislators.
- Participated on 2 statewide calls with ODH to discuss feedback on proposed changes coming in the new electronic birth and death systems in 2025. These changes include increasing application security, reducing manual operations for the filing of certificates, and preparing for central issuance. ODH anticipates the application preview to occur this spring.
- Attended an ODH webinar to learn about common grant audit findings.
- Met with CH management to brainstorm ideas for the new agency strategic plan.
- Met with the CH Vital Statistics staff to check-in on documenting all VS procedures for training purposes and to ensure tasks can continue to get completed if key staff are absent.

Environmental Health Division Report

Submitted by:

Deputy HC of EH Dustin A. Kent, MPH, REHS

Manager of WQ & PI Glynnis Dunfee, REHS

Manager of FP & PS Shannon Self, REHS

Manager of SW & VC Vacant

Date: February 20, 2024

Plumbing

JANUARY

Program	Inspection Performed	Red Tags (Combined)
Residential Plumbing	512	26
Commercial Plumbing	51	

Food Safety

JANUARY

Program	License Classification	Inspection Count
Food	Risk 1	6
Food	Risk 2	10
Food	Risk 3	62
Food	Risk 4	70
Food	Vending	1
Food	Reinspection	20
Food	Mobile	0
Food	Pre-license (new facilities)	2
Food	Temporary	

- Plans submitted in JANUARY for new or remodeled facilities = 7. 2 of which requested an EXPEDITED review (5 BUSINESS DAY TURNAROUND).

Sewage Treatment

JANUARY

Program	Count
Septic Permits Issued	18
Add-on-Remodel	17
Septic Permit Applications	14
Administrative Finals Completed	6

- Michael Rogich, Brittany Zoecklein, Matthew Randazzo, and Glynnis Dunfee all attended the Ohio Onsite Wastewater Association annual conference on January 9 & 10.

Solid Waste

JANUARY

Program	Count
Solid Waste Facility Inspections	0

- Bi-weekly inspections of the new transfer station ended in January.

Recycling

JANUARY

- Completed String light program. 3656 pounds of lights collected.
- Presented Final Report during County Commissioners meeting in January

Nuisance Inspections

JANUARY

Nuisance Complaints	Received	Abated	Ongoing
Total	8	7	1
<i>Food, Body Art, Campgrounds, Pools</i>	4	4	0
<i>Sewage</i>	2	1	1
<i>Solid Waste, Vector</i>	2	2	0
<i>Institutions, Air, Housing</i>	0	0	0

Pools

JANUARY

Program	License Classification	Inspection Count
Pools	Pool	0
Pools	Special Use Pool	0
Pools	Spa	0
Pools	Reinspection	0

Vector Control

JANUARY

Rabies	Dogs	Cats	Bats	Racoon	Total
Exposures	19	6	1	0	29

Private Water

JANUARY

Program	Count
PWS Permits Issued	1

Body Art

JANUARY

Program	Count
Body Art	1

Campgrounds

JANUARY

Program	Count
Campgrounds	0

Schools & Institutions

JANUARY

Program	Inspection Count
Schools	11

Cases Previously Forwarded to Prosecutor

From: Deputy HC of EH Dustin A. Kent, MPH, REHS

To: Assistant Prosecutor

Date: February 20, 2024

Agenda Items

13122 Hatch Rd, Harlem Twp. Forwarded March 2023	Current Status Property is apparently still in probate. Unsure of who the “property owner” is right not for notice provisions. David Sherman has been in the county jail for some time now. Harlem Township zoning also would like to act but unable to due to no discernable owner currently. The DCSO is also aware of the property and the issues present. - Cory J. Goe, Assistant Prosecuting Attorney, Delaware County Prosecutor’s Office
109 Ross St, Delaware Forwarded March 2023	Current Status The City of Delaware was discussing acting on the property through their available avenues. Last conversation with them, they said they planned to act. I have not been updated as of this writing. - Cory J. Goe, Assistant Prosecuting Attorney, Delaware County Prosecutor’s Office
214 High St, Ashley Forwarded August 2023	Current Status I have been unable to perfect service and have yet to find a different address that can perfect service. - Cory J. Goe, Assistant Prosecuting Attorney, Delaware County Prosecutor’s Office

ADMINISTRATION & EDUCATION

Unless otherwise notated, graphs and data represent the entirety of the previous month, while general information and notes represent activity from January 16, 2024 to February 15, 2024.

Public Health Ambassador Activities:

- The WIC Unit hosted a dietetic intern from the Ohio State University Medical Dietetics Master's program.
- The Division hosted medical students from Ohio University on 02/07/24. The experience included a lecture about local public health followed by clinical experiences in WIC and CSU.
- Adam Heydinger and Alli Comstock visited Dempsey middle school and taught the CBI students hands only CPR and AED training on 02/13/24.

Community Engagement:

- Lori Kannally, Lauren Robinson, Linda Wolcott, Susan Rode, and Adam Howard attended the Concord Twp., Harlem Twp., Scioto and Ostrander Twp., Berlin Twp., and Liberty Twp Trustees meetings, respectively, sharing updates on DPHD programs and resources.
- Mani Syar distributed WIC eligibility forms to Union County Harold Lewis Preschool.
- WIC eligibility materials were posted in a public health display at the Mount Gilead Public Library.
- Linda Wolcott and Sara Bayless met with Union County Ohio Means Jobs on 01/16/24 to discuss transportation options for WIC participants.
- Lauren Robinson met with the Ohio Public Health Association about engaging WIC employees in OPHA activities on 01/17/24.
- Lauren Robinson attended the Early Intervention Committee on 01/17/24.
- James McQuone attended the CORPH Emergency Preparedness Planner meeting on 01/18/24.
- Adam Howard attended the Ohio Public Health Advisory Board meeting on 01/19/24.
- James McQuone attended the Delaware County Solar Eclipse planning meeting on 01/23/24.
- Lori Kannally attended the COTS Coalition Operations Advisory Board meeting on 01/23/24.
- Lori Kannally facilitated the Delaware County Healthcare Coalition meeting on 01/24/24. 13 organizations participated in the meeting.
- Adam Howard attended the Local Emergency Planning Committee meeting on 01/25/24.
- WIC and CSU facilitated the Delaware County Breastfeeding Coalition meeting on 01/26/24. Attendees included Grady Memorial Hospital, Dublin Methodist Hospital, the Ohio Douglas and Delaware City Council.
- Lauren Robinson attended the National WIC Association meeting on 01/26/24 and 02/09/24.

- Lori Kannally and James McQuone met with DCOHSEM staff on 01/26/24 to discuss the Delaware County Healthcare Coalition structure and the coordination of Delaware County Tabletop Exercises.
- Adam Howard met with disaster management of the American Red Cross on 01/30/24 to discuss planning and response efforts for the region.
- Lauren Robinson attended the maternal and child health workgroup for NACCHO on 02/07/24 where the workgroup developed position statements for maternal insurance coverage.
- Lauren Robinson attended the Hunger Alliance meeting on 02/09/24.
- The Health District hosted the central region WIC Directors meeting on 02/12/24.

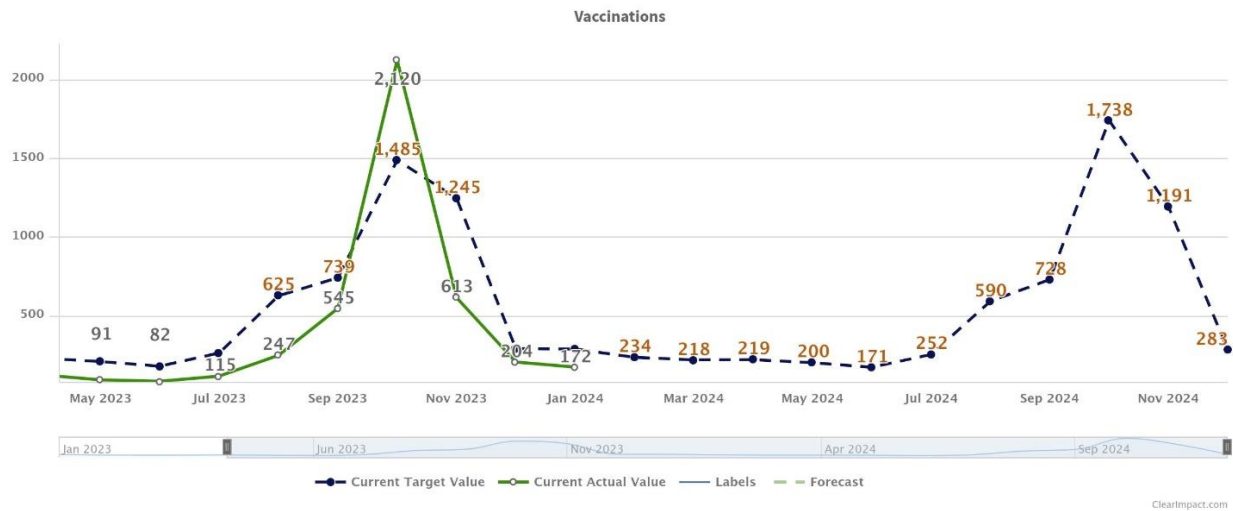
Staffing & Training:

- Milu Nguyen attended an OSU MAPS Training on Transitioning into Supervision on 01/17/24.
- Paula Mieseler and Jennifer Kerr attended a meeting with Seqirus to learn about changes and updates to the 2024-25 season Influenza Vaccine on 01/18/24.
- U.S. EPA met with the division on 01/22/24 to discuss lead, testing, screening, and potential partnerships and joint screening clinics.
- Milu Nguyen attended the virtual VFC Provider Education Session on 01/26/24.
- Paula Mieseler and Jennifer Kerr attended a meeting with AstraZeneca to learn about changes and updates to the 2024-25 seasonal Influenza Vaccine on 01/29/24.
- Erin Kelley facilitated a Cribs for Kids Training on 01/29/24.
- Lori Kannally attended the ODH PHEP 101 training series session on 02/12/24.

CLINICAL SERVICES

Vaccines & Screenings:

- Clinic Services are offered 5 days a week at DPHD – both walk ins and by appointment.
- The clinic continues to adjust to the new EMR and look for new efficiencies.
- The graph below has been updated and indicates vaccines provided by month and will soon be interactive online using Clear Impact. The green line indicates actual services provided while the blue line indicates a target value that is equal to the 5-year average for any given month.



Mobile Clinics:

- CSU continues to host mobile clinics to reduce barriers to care. Recent community clinics were hosted at:
 - Genoa Township on 02/08/24.

EMERGENCY PREPAREDNESS & RESPONSE

Preparedness:

- James McQuone submitted the Public Health Emergency Preparedness grant application for the next five-year grant cycle beginning in FY25.
- Lori Kannally participated in the COTS Regional Healthcare Chemical tabletop exercise on 2/13/24 at Mount Carmel East.

Response:

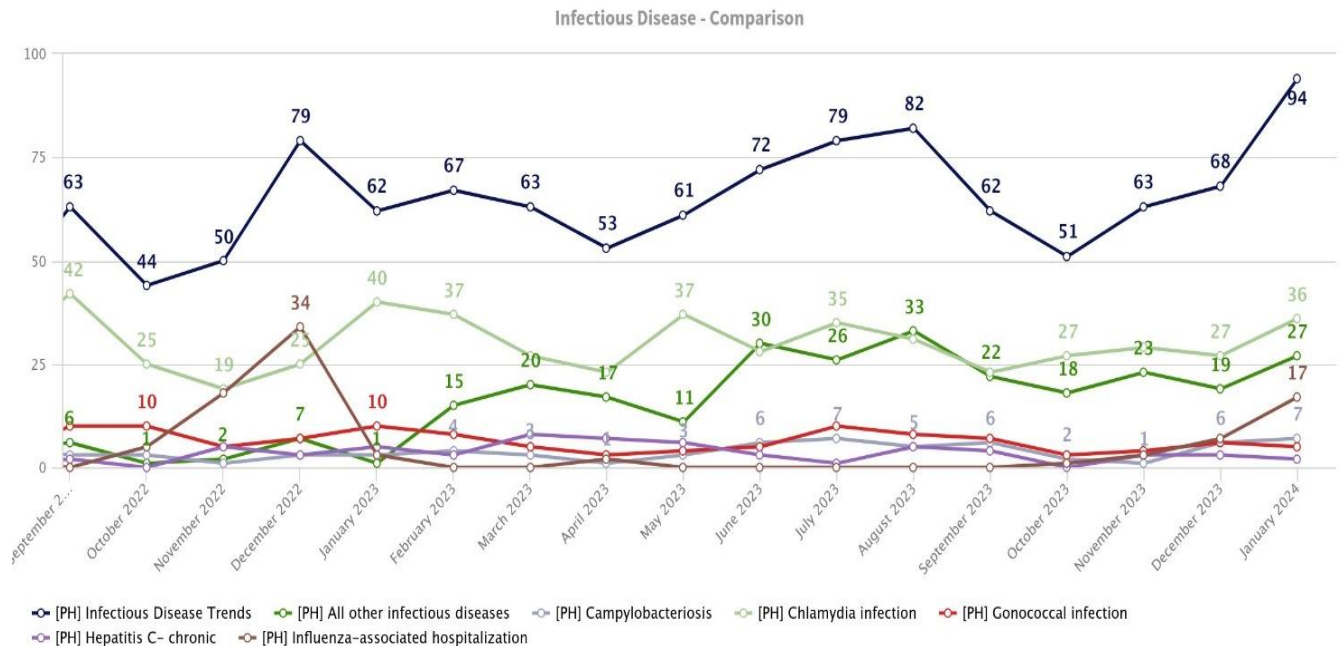
- DCRU responded to the COTS February Communication drill on 2/14/24.

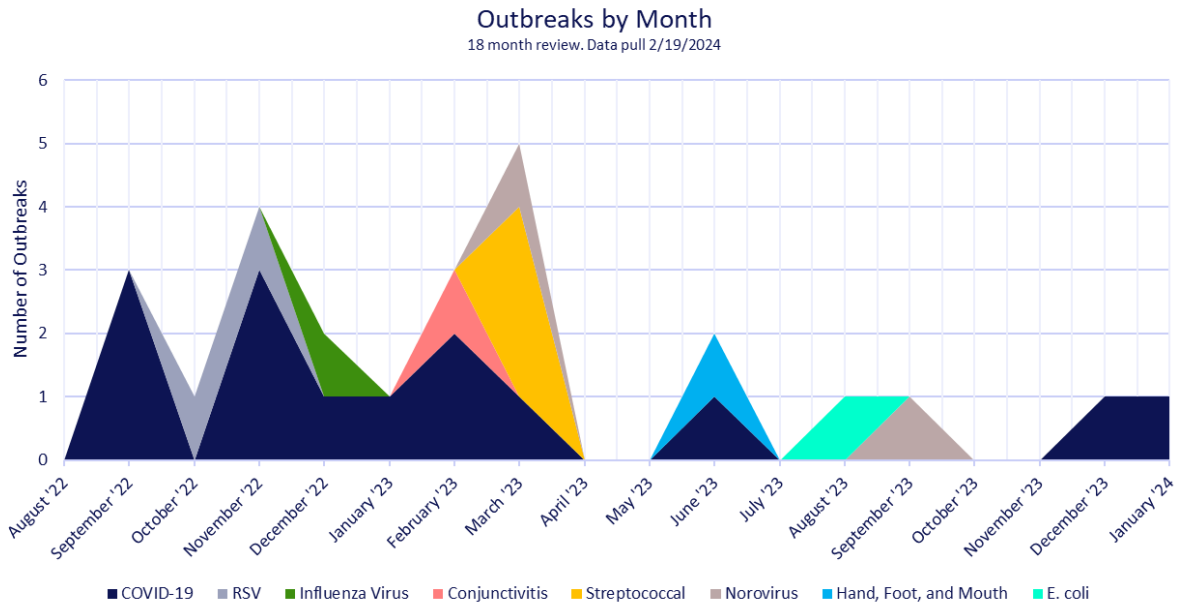
INFECTIOUS DISEASE

Outbreaks, Reports, and Investigations:

- DCRU developed and prepared infectious disease outbreak kits which are now available for schools, daycares, long-term care facilities, businesses, and for distribution in the event of an outbreak.
- DCRU responded to a measles flight contact notification from ODH and facilitated self-monitoring for the individuals.
- DCRU investigated 3 new active cases of tuberculosis. A home visit was made to one patient's home.

- The division released a grant for community facilities to install free water bottle refilling stations throughout the Health District.
- The Health District epidemiologists (both from PH and CH) prepared a report on areas to focus services for the new mobile unit. Areas were determined using ODH's social determinants of health dashboard and census information. Census tracts identified included 105.3 (Delaware City), 114.31 (Concord Township), and 117.65 (Genoa Township). 105.3 was identified as the highest percentage of households without a car (12%), 114.31 had the highest percentage uninsured (12%), and 117.65 had the highest percentage of children under age 5 living in poverty (56%). Of note, 111.01 (Ashley) was excluded based on the number of existing services offered by the Health District in the area.
- A review of the previous 5 years of infectious diseases occurred. The 5-year average, top 5 infectious diseases remain the same as the previous top 5, which include: Chlamydia infection, Gonococcal infection, Chronic Hepatitis C, Influenza-associated hospitalizations, and Campylobacteriosis. These will be highlighted on the infectious disease graphs for 2024.
- The graph showcasing infectious diseases has been updated utilizing Clear Impact, which will soon be interactive online. The dark blue trend line indicates the sum of all infectious diseases while the various colors below it shows actual counts on the featured infectious diseases.

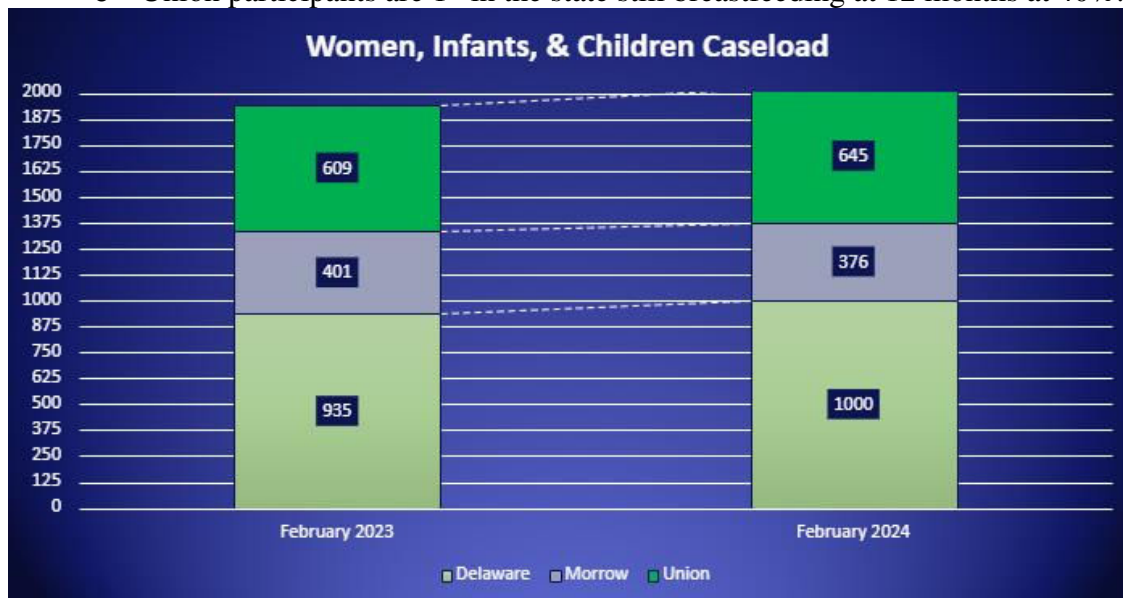




FAMILY & CHILD HEALTH

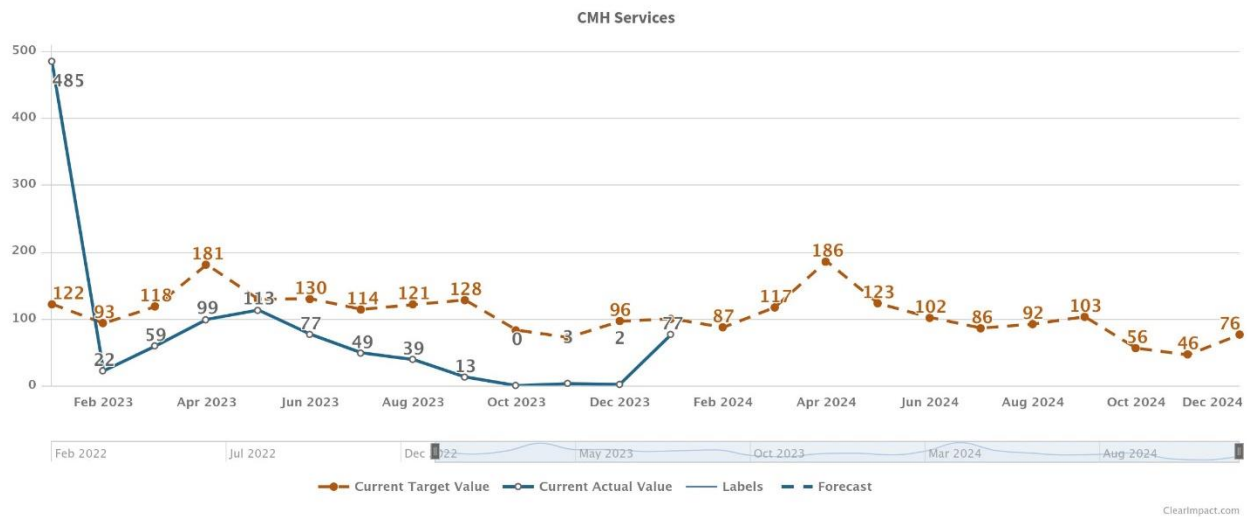
Women, Infants, and Children:

- The WIC Unit's caseload is 2,021 which is 8% above the caseload goal for fiscal year 2024. The caseload is up by 4% from February 2023.
- Breastfeeding rates:
 - Delaware WIC participants breastfeeding initiation rates are 71%, which is 13th in the state.
 - Delaware participants are 1st in the state still breastfeeding at 6 months at 43%.
 - Union participants are 1st in the state still breastfeeding at 12 months at 40%.



Children with Medical Handicaps (CMH):

- The Unit is working on creating a workflow that is efficient for staff to ensure CMH services are back up and running smoothly.
- Using knowledge gained from training at Franklin County Public Health, Cori Spring and Erin Kelley are working on DPHD specific workflows to improve services and use of the new EMR.
- The graph below indicates CMH services provided by month and will soon be interactive online using Clear Impact. The blue line indicates actual services provided while the red line indicates a target value that is equal to the 5-year average for any given month.



Prenatal and Newborn Care:

- CSU distributed 4 cribs to qualifying families in need of a safe sleep environment.