RESOLUTION

****

RESOLUTION NO. 2026-19

A RESOLUTION APPOINTING TYLER ROARK AS VICE PRESIDENT OF FINANCE AND OPERATIONS

WHEREAS, The Butler County Finance Authority (the "Authority" or "BCFA") is an Ohio port authority governed by its Board of Directors;

WHEREAS, The Board has determined that the Authority requires executive leadership and capacity in finance, operations, administration, development finance, affiliated-entity oversight, and organizational performance;

WHEREAS, Tyler Roark is a certified public accountant with substantial experience in public finance, budgeting, investments, debt, audit, economic development, human resources, enterprise systems, and local-government administration, as further reflected in the résumé attached as Exhibit B;

WHEREAS, The President and Chief Executive Officer has recommended Mr. Roark's appointment as Vice President of Finance and Operations and the approval of the Employment Agreement attached as Exhibit A; and

WHEREAS, The Board has reviewed the proposed appointment and Employment Agreement and finds that they are in the best interests of the Authority and will advance its statutory purposes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Butler County Finance Authority:

Section 1. Appointment. Tyler Roark is appointed as the Authority's full-time Vice President of Finance and Operations, with the effective date stated in the Employment Agreement.

Section 2. Employment Agreement. The Employment Agreement attached as Exhibit A is approved substantially in the form presented to the Board. The Chair is authorized to execute the Employment Agreement on behalf of the Authority, with any nonmaterial revisions the Chair determines appropriate in consultation with the President and Chief Executive Officer and legal counsel.

Section 3. Implementation. The President and Chief Executive Officer is authorized and directed to implement the appointment, including establishing the effective date, onboarding Mr. Roark, and administering payroll, benefits, Ohio Public Employees Retirement System participation, and applicable Authority policies in accordance with the Employment Agreement and law.

Section 4. Authorized Expenditures. The compensation, benefits, reimbursements, and other expenditures provided under the Employment Agreement are authorized, subject to lawful appropriation and the terms of the Employment Agreement.

Section 5. Further Actions. The officers and employees of the Authority are authorized to execute ancillary documents and take all actions reasonably necessary to carry out this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED BY the Board of Directors of the Butler County Finance Authority, this 30th day of September, 2026

Motion to pass Resolution ChairMan Brad Evans Seconded by Vice Chair Dona Canaan

_____ Chair, Butler County Finance Authority

Attest: _____ Secretary, Butler County Finance Authority

ATTACHMENTS

Exhibit A – Employment Agreement

Exhibit B – Résumé of Tyler Roark

EMPLOYMENT AGREEMENT

(Butler County Finance Authority - Vice President of Finance and Operations)

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated September 30, 2026, and effective as of November 16, 2026 (the "Effective Date"), is by and between Butler County Finance Authority, an Ohio statutory port authority ("BCFA"), and Tyler Roark, an individual residing in the State of Ohio ("Vice President"). BCFA and Vice President are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, BCFA is governed by a Board of Directors (the "Board");

WHEREAS, BCFA desires to employ Vice President as its full time Vice President of Finance and Operations, and Vice President desires to accept such employment upon the terms and conditions set forth in this Agreement; and

WHEREAS, BCFA has legal authority to enter into this Agreement by virtue of action adopted by the Board.

NOW, THEREFORE, the undersigned parties enter into this Agreement in exchange for and in consideration of the mutual promises and covenants contained herein.

SECTION 1 - DUTIES

This Agreement shall be effective as of the Effective Date. As of the Effective Date, BCFA shall employ Vice President as its full time Vice President of Finance and Operations. Vice President shall report to BCFA's President & CEO and shall satisfactorily perform the duties assigned by the President & CEO and the Board from time to time, in accordance with BCFA's governing documents and statutory authorities and limitations.

Vice President's duties shall include, without limitation: supporting the structuring of development and redevelopment projects; overseeing annual audits and financial statements for BCFA and affiliated entities; preparing forecasts, monthly reports and annual budgets; coordinating investment activities; managing human resources, insurance and administrative systems; coordinating underwriting, tracking and servicing of loan programs; serving as BCFA's internal subject matter resource for SBA 504 and Ohio 166 programs; improving accounts payable and receivable processes; tracking organizational performance measures; supporting grants; and performing other duties reasonably assigned by the President & CEO or Board. Vice President shall not delegate material assigned duties without the President & CEO's approval.

SECTION 2 - TERM

A. Employment under this Agreement shall continue until terminated by Vice President or BCFA as provided herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with Vice President's right to resign at any time. Vice President shall provide BCFA at least sixty (60) days' advance written notice of voluntary resignation unless otherwise agreed by the President & CEO and Board.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with BCFA's right to terminate Vice President's employment at any time, subject to the provisions of Section 3 and applicable law.

D. Notice of termination by either party shall be in writing and delivered by certified mail, return receipt requested, or personal delivery.

SECTION 3 - TERMINATION AND SEVERANCE PAY

A. For Cause means termination based upon (i) conviction of, or plea of nolo contendere to, a felony; (ii) conviction of, or plea of nolo contendere to, a misdemeanor involving personal gain, dishonesty or moral turpitude; (iii) fraud, embezzlement, theft or willful misconduct; (iv) a material breach of this Agreement or a material BCFA policy that remains uncured for thirty (30) days after written notice, if capable of cure; or (v) material nonperformance of assigned duties after written notice and a reasonable opportunity to cure.

B. If BCFA terminates Vice President's employment other than For Cause, BCFA shall pay Vice President severance equal to twelve (12) months of Vice President's then current annual base salary, payable over a period of one (1) year in substantially equal installments through BCFA's regular payroll process. Severance payments shall begin on the first regular payroll date following termination and shall be subject to customary tax and payroll withholdings. Notwithstanding the foregoing, in the event Vice President shall be employed or retained by any party other than BCFA on a full-time or substantially full-time basis during such one (1) year period, the severance owing to Vice President shall terminate as of the date Vice President is so employed or retained.

C. As a condition to receiving severance, Vice President shall execute a separation and release agreement in a form reasonably acceptable to BCFA, including customary confidentiality, cooperation and non disparagement provisions. No severance shall be owed if Vice President voluntarily resigns, is terminated For Cause, dies, or is unable to perform the essential functions of the position for more than sixty (60) days.

D. Upon any termination, BCFA shall pay Vice President all earned but unpaid salary and all accrued but unused PTO in accordance with Section 9. Except as expressly stated in this Agreement, Vice President shall have no right to additional severance, compensation or benefits after the effective date of termination.

SECTION 4 - SALARY AND BONUS

BCFA agrees to pay Vice President an annual gross base salary of One Hundred Seventy-Two Thousand Five Hundred Dollars ($172,500.00), payable in equal or substantially equal installments through BCFA's regular payroll process. BCFA shall withhold all applicable payroll taxes and pay Vice President the net salary due hereunder.

Following the annual evaluation described in Section 14, Vice President shall receive an annual cost of living adjustment of three percent (3%) of Vice President's then current base salary if Vice President receives an evaluation score of four (4) or higher out of a maximum score of five (5). The cost of living adjustment may be withheld only if, due to budgetary constraints, BCFA does not provide a cost of living adjustment to any other BCFA employee. Any such adjustment shall be effective at the beginning of the first pay period following the Board's approval.

Vice President shall be eligible for an annual performance bonus of up to four percent (4%) of Vice President's then current annual base salary, contingent upon Vice President receiving an evaluation score of four (4) or higher out of a maximum score of five (5) in the annual evaluation process and Board approval. Reasons for the Board to not approve the annual performance bonus or to award less than four percent (4%) may include, but shall not be limited to, budgetary constraints or other legitimate business purposes. Any approved bonus shall be paid no later than January 31 of the year following the applicable evaluation and shall be subject to all customary payroll deductions.

SECTION 5 - HOURS OF WORK AND OUTSIDE ACTIVITIES

Vice President shall be engaged by the BCFA on a full time basis and, except as set forth in this Section, shall not hold any outside employment or consulting role. Vice President shall devote the time and attention reasonably necessary to fulfill the duties of the position, including time outside normal office hours when required for BCFA business. The position is exempt from overtime requirements under the Fair Labor Standards Act. Vice President may engage in limited teaching or other outside business activities only if they

do not interfere with assigned responsibilities or create a conflict of interest. Vice President shall disclose any such activity to the President & CEO in advance.

SECTION 6 - AUTOMOBILE AND BUSINESS TRAVEL

While serving as Vice President, Vice President shall utilize a suitable personal vehicle when conducting BCFA business. In addition, BCFA shall reimburse Vice President for business mileage at the maximum applicable Internal Revenue Service mileage reimbursement rate, upon submission of documentation in a form approved by BCFA. Vice President shall maintain vehicle insurance with not less than One Million Dollars ($1,000,000.00) combined single limit coverage, and shall provide evidence of such coverage upon request. BCFA shall be named as an additional insured to the extent reasonably available; any incremental cost for that endorsement shall be paid by BCFA.

SECTION 7 - CELL PHONE STIPEND

BCFA shall provide Vice President a taxable cell phone stipend of Forty Dollars ($40.00) per month. Vice President shall maintain reliable mobile telephone service reasonably sufficient to perform the duties of the position.

SECTION 8 - DUES AND SUBSCRIPTIONS

BCFA shall budget and pay reasonable professional dues and subscriptions necessary for Vice President's full participation in national, regional, state and local economic development, public finance, governmental and professional associations. Other dues and subscriptions that are reasonably necessary or desirable for Vice President's professional growth and the benefit of BCFA may be approved by the President & CEO or Board.

SECTION 9 - PROFESSIONAL DEVELOPMENT

BCFA shall budget and pay reasonable registration, travel, lodging, meals and related expenses for Vice President to attend one (1) annual Government Finance Officers Association (GFOA) conference and one (1) annual Urban Land Institute (ULI) conference. In addition, BCFA shall provide up to Three Thousand Dollars ($3,000.00) per calendar year for other professional conferences, courses, certifications and training that are reasonably related to Vice President's duties and approved in advance by the President & CEO. Vice President shall undertake travel and training activities on an economical basis and submit expense reports and supporting documentation in accordance with BCFA policy.

SECTION 10 - PAID TIME OFF

In recognition of Vice President's PTO status earned through sixteen (16) years of service in local government, as of the Effective Date, Vice President shall be credited with sixteen (16) years of service for purposes of calculation of PTO under this Agreement. As such, Vice President shall begin employment with six (6) weeks of paid time off ("PTO") for 2026, equivalent to thirty (30) workdays, which shall be prorated from the Effective Date to the end of calendar year 2026. Beginning with calendar year 2027, Vice President's PTO shall be accrued and administered in accordance with BCFA's payroll practices and the BCFA Employee Handbook. PTO may be used for vacation, personal and sick time. Vice President shall coordinate planned PTO with the President & CEO and provide reasonable advance notice. Upon termination of employment, accrued but unused PTO shall be paid in a lump sum at Vice President's then current rate of pay, subject to applicable payroll withholdings.

SECTION 11 - BENEFITS AND RETIREMENT

Vice President may participate in BCFA's health, dental, vision, life insurance and other employee benefit plans, subject to the terms of the applicable plans and eligibility requirements. As of the Effective Date, the parties acknowledge that BCFA does not offer a health benefit plan. In lieu of the same, Vice President shall receive a taxable annual stipend of Five Thousand Dollars ($5,000.00), payable in equal

installments through BCFA's regular payroll process. In the event BCFA at any point in the future offers a health benefit plan, Vice President may elect the stipend or to participate in the health benefit plan. In such event, Vice President may change this election only during an open enrollment period or as otherwise required by law. BCFA shall make required employer contributions to the Ohio Public Employees Retirement System ("OPERS") or any successor public retirement system, in the amounts required by law. Vice President shall remain responsible for all employee contributions, premiums and withholdings unless otherwise expressly authorized by the Board in writing.

SECTION 12 - HOLD HARMLESS

To the extent permitted by law, BCFA shall defend and hold harmless Vice President from civil demands, claims, suits, actions and legal proceedings arising from Vice President's good faith acts or omissions within the scope of Vice President's employment and in the good faith belief that such conduct was lawful and in BCFA's best interest. This Section does not require indemnification for exemplary or punitive damages, intentional misconduct, fraud, criminal conduct, or conduct outside the scope of employment. Individual Board members shall not be personally liable under this Section.

SECTION 13 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

BCFA, after consultation with Vice President when appropriate, may establish other reasonable terms and conditions of employment relating to Vice President's performance, provided that such terms are not inconsistent with this Agreement or applicable law.

SECTION 14 - ANNUAL EVALUATION

The BCFA President & CEO shall conduct an annual performance evaluation of Vice President based upon mutually established goals and performance measures, with the Board retaining final authority over compensation adjustments and any performance bonus. The evaluation process shall include an opportunity for Vice President to provide input, meet with the BCFA President & CEO to discuss the evaluation, and receive a written summary of the results. BCFA may modify the evaluation format from time to time. BCFA intends for this annual performance evaluation to take place on or about the anniversary of the Effective Date, but the same may be postponed or accelerated in the discretion of the BCFA President & CEO.

SECTION 15 - GENERAL PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning Vice President's employment and supersedes prior oral or written understandings on that subject. Any amendment must be in writing and signed by BCFA and Vice President.

B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

C. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

D. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

E. Capacity. This Agreement is conditioned upon Vice President's ability to perform the essential functions of the position, with or without reasonable accommodation, in accordance with applicable law.

F. Death. If Vice President dies during the term of employment, BCFA shall pay Vice President's estate or designated beneficiary all compensation earned through the date of death and any accrued but unused PTO. BCFA shall have no further severance obligation.

[Remainder of page intentionally left blank. Signature page follows.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the dates written below.

BUTLER COUNTY FINANCE AUTHORITY

By: _____

Name: JOSHUA SMITH

Title: PRESIDENT + CEO

_____

Tyler Roark