



POLICY MANUAL

DELAWARE COUNTY FINANCE AUTHORITY

91 N. Sandusky Street Delaware, Ohio 43015

Adopted: November 7, 2018

Amended: March 12, 2025

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1. Introduction and Applicability

The provisions of the Delaware County Finance Authority (“The Authority”) Policy Manual (the “Manual”) are applicable to all members of the Board of Directors of the Delaware County Finance Authority (the “Board”), except as specifically provided herein. The Manual’s purpose is to provide a systematic and organized approach to the establishment, implementation, and administration of the Board policies and practices relevant to all members of the Board (a “Member” or “Director”). This Manual is not a contract of employment nor a guarantee of any rights or benefits but is merely intended to be used to assist and guide Members in the day-to-day direction and performance of their obligations. Any questions relating to the purpose, goals, and/or interpretation of these policies should be directed to the Chairperson of the Board (the “Chairperson”). The policies adopted in this Manual supersede all previous written and unwritten Board Policies or operational guidelines that directly conflict with this Manual. All previous written policies or operational guidelines that do not conflict with this Manual (if any so exist) shall continue in full force and effect, and to the extent possible, shall be incorporated into future revisions of this Manual. This Manual is also intended to be construed in such a manner as to comply with all applicable federal and state laws and regulations. Members are responsible, as a condition of their service, to familiarize themselves with, and abide by, these policies and procedures. Notice of revisions shall be provided to all Members. Members are encouraged to make suggestions for continuous improvement of Board policies and practices to the Secretary. If any article or section of this Manual is held to be invalid by operation of law, the remainder of this Manual and amendments thereto shall remain in force and effect. Should a conflict arise between the adopted Bylaws of the Authority and the Manual, the Bylaws shall prevail. Should a conflict arise between the Ohio Revised Code (ORC) or applicable federal law and this Manual, law shall prevail.

2. Authority

Resolution No. 06-506, adopted by the Delaware County Commissioners, April 24, 2006, created “The Delaware County Port Authority” as authorized by Sections 4582.21 through 4582.59 of the Ohio Revised Code (as amended from time to time, the “Port Act”). Resolution No. 05-06 is attached as Appendix I. Section 2 of the Resolution refers to an Agreement. The Intergovernmental Agreement is included herein as Appendix I.A. The Delaware County Port Authority since creation is referred to as the Delaware County Finance Authority (DCFA). An Intergovernmental Cooperation Agreement between Delaware County and DCFA was adopted on September 13, 2018, and is included in Appendix IA. Delaware County currently provides “Staff” to support the day-to-day administration of the Authority and its programs.

3. Bylaws

Bylaws of the Delaware County Port Authority, referred to as the Delaware County Finance Authority (DCFA), provide the written rules that control the internal affairs of the organization. The DCFA Bylaws are attached as Appendix II. Should a conflict arise between the adopted Bylaws of the Authority and the Manual, the Bylaws shall prevail.

4. Mission/Vision

The mission of the Authority is to foster economic development by providing financing for projects making capital investments and increasing jobs in Delaware County and assisting in the development of jobs ready sites. The Authority will work in close collaboration with the Delaware County Economic Development Department and focus on providing public financing programs, funding opportunities and incentives to support new development as well as re-development.

5. Policies

The Board shall adopt policies as may be required by proper regulatory authority or generally accepted best practices to provide a deliberate system of guidelines to guide decisions and achieve rational outcomes. A policy is a statement of intent and is implemented as a procedure or protocol. Such policies shall guide the Authority, the Board, consultants and support staff in both subjective and objective decision making. The Board's adopted policies shall be posted in Appendix III of this document. It shall be an administrative function to ensure policies adopted by the Board are posted in a timely manner to Appendix III.

6. Programs

Under state law, the Authority is uniquely positioned to assist the County by providing certain economic development-oriented programs for new development as well as re-development opportunities. The Authority offers incentive programs and can issue tax-exempt and taxable bonds for business, developer, non-profit, and governmental projects. These programs currently include:

1. Capital Lease/Sales Tax Exemption Program (STEP): STEP offers sales tax savings on construction materials purchased.
2. Tax exempt conduit bonds: The Authority collaborates with local government jurisdictions, developers, businesses, or a combination thereof to provide access to tax-exempt bonds for public infrastructure improvements (roads, sewers, etc.), manufacturing (building & equipment), facilities (local government, healthcare, higher education, and private schools), and Ohio governmental entities (not limited to Delaware County) to avoid issuing general obligation bonds.
3. Taxable bond: The Authority enables borrowers to access a competitive bond market to obtain longer loan terms at competitive fixed rates.
4. Capital Lease/Sales Tax Waiver Program: Significant savings can be provided to manufacturers that want to invest in equipment using a tax-exempt leasing program. Cost savings are realized on purchases, and buyers find the bonds attractive because they earn interest that is exempt from state and federal income tax.
5. Property Assessed Clean Energy (PACE) Financing: The County's Environmental Special Improvement District (ESID) can provide financing for businesses, non-profits, and local governments to fund cost-effective, energy efficient improvements to new or existing buildings resulting in lower energy costs. This program is governed by a separate Board with representatives of each of the participating local jurisdictions.
6. The DCFA may participate as a partner to Delaware County and Economic Development Department in administration or management of various funding and incentive programs and property transactions as may be allowed by law.

Staff and consultants to the Authority are responsible for the day-to-day administration of these programs. Staff and consultants to the Authority will review and advance appropriate applications and prepare corresponding recommendations to the Finance and Development Committee and Authority Board, as may be required, for review and subsequent action. Staff and consultants to the Board will provide routine meeting updates and annual updates as requested.

Each program is further explained in Appendix IV. This Appendix will be maintained administratively as each program’s processes and procedures will be modified on an ongoing basis as determined by staff and consultants to the Board. Any policy-related changes to programs and/or additional programming will be the purview of the Board.

7. Policy, Administration, and Maintenance

The Board shall make all policies associated with this Handbook and its related contents. Staff and consultants in support of the Board shall maintain the administrative aspects of the Handbook and its related contents. The Handbook shall be maintained and modified electronically and posted to the Authority’s website. The County’s Economic Development staff will provide a link from the County Economic Development website to the Authority’s website and vice versa. It is the responsibility of the Board’s members and staff and consultants in support of the Authority to individually, collectively, and continuously review and remain up to date on the Handbook and its contents and comply with its requirements. Staff and consultants supporting the Board will make their best efforts to notify the Board of administrative changes to the Handbook and its contents. The Board should review the Handbook at its annual organizational meeting at a minimum.

8. Reporting Requirements

To ensure appropriate oversight, accountability, and effectiveness, the DCFA Board and/or its committee/s require certain reports. The following is a list of reports, frequency, and responsible person/s for each report.

Report Type/Name	Frequency of Report	Responsible Person/s
Financial Report	Monthly	Accountant/Consultant
Itemized List of Portfolio Holdings	Monthly	Accountant/Consultant
Bond Status Report	Quarterly	Bond Advisor/Consultant
STEP Status Report	Quarterly	Economic Development Staff
Programs Report	Quarterly	Economic Development Staff
Project Status Report	Quarterly	Economic Development Staff & Consultants
Records Management Report	Annually/end of year	Economic Development Staff

Updated as of: 03/25

APPENDIX I

Resolution Creating the Delaware County Finance (Adopted April 24, 2006)



Delaware County Commissioners

Jeff Benton
Barb Lewis
Gary Merrell

County Administrator
Ferzan M. Ahmed

Clerk to the Commissioners
Jennifer Walraven

RESOLUTION NO. 06-506

A RESOLUTION CREATING THE DELAWARE COUNTY PORT AUTHORITY, PROVIDING FOR ITS ORGANIZATION AND APPOINTING MEMBERS TO ITS BOARD OF DIRECTORS:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

WHEREAS, a county is authorized by Sections 4582.21 through 4582.59 of the Ohio Revised Code (as amended from time to time, the "Port Act"), acting by resolution of its county commissioners, to create a port authority that includes within its area of jurisdiction all of the territory of the county that is not located within the area of jurisdiction of any other port authority;

WHEREAS, the territory of Delaware County that is located within the corporate boundaries of the City of Columbus, Ohio, is within the area of jurisdiction of an existing port authority, but no other territory of Delaware County is located within the area of jurisdiction of any existing port authority; and

WHEREAS, in order to provide additional means to support the creation of jobs and employment opportunities and to improve the economic welfare of Delaware County residents, and to promote, for the benefit of Delaware County residents, the "authorized purposes," as defined in Section 4582.21, Ohio Revised Code, of a port authority, this Board has determined that it is necessary and desirable to create a port authority that shall include within its area of jurisdiction the entire territory of the County that is located outside the corporate boundaries of the City of Columbus, Ohio;

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

Section 1. Creation. A port authority to be designated and known as the "Delaware County Port Authority" (the "Port Authority") is hereby created under the authority of Section 4582.22 of the Port Act.

Section 2. Territory and Jurisdiction; Powers. The area of jurisdiction of the Port Authority shall include the entire territory of Delaware County that is located outside the corporate boundaries of the City of Columbus, Ohio, together with any territory located outside the territory of Delaware County that may from time to time become part of the area of jurisdiction of the Port Authority in accordance with Section 4582.30(A)(1), Ohio Revised Code, in the event that the Port Authority ever owns or leases a railroad line or airport.

The Port Authority shall be a body corporate and politic and shall have, except as hereinafter expressly provided, all of the powers now or hereafter granted to port authorities from time to time by the Port Act, as those powers may be expanded or limited by changes to the Port Act. The exercise of those powers by the Port Authority are deemed to be essential governmental functions of the State of Ohio. The Port Authority shall comply with all provisions of law applicable to it.

In accordance with Section 4582.22(B) of the Port Act, and subject to any subsequent action

Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015
(740) 833-2100

taken by this Board pursuant to Section 4582.22(C) of the Port Act, this Board has determined to restrict the powers that the Port Authority otherwise would possess under authority granted by the Port Act, and in accordance therewith, this Board hereby determines that the Port Authority shall not, without the consent of this Board:

- (a) Issue voted bonds or notes in accordance with Section 4582.31(A)(7) of the Port Act;
- (b) Levy an ad valorem property tax upon the affirmative vote of the qualified electors within the Port Authority voting at an election held for the purpose in accordance with Section 4582.40 of the Port Act;
- (c) Exercise the right of eminent domain in accordance with Section 4582.31(A)(17) with respect to any property or interest therein without the consent of the legislative authority of each municipality or township in which the property is located;
- (d) Participate in any undertaking that involves the relocation of a business from one political subdivision within the territory of the Port Authority to another political subdivision within the territory of the Port Authority; or
- (e) Hire employees.

It is the intention of this Board that administrative and clerical support for the Port Authority shall be provided by the County pursuant to an agreement to be negotiated and executed between the County and the Port Authority.

Section 3. Number and Term of Board Members. The Port Authority shall be governed by a Board of Directors comprised of five members, each of whom shall serve for a term of four years; provided that such Board shall be comprised initially of members having terms of office commencing on the date of the adoption of this Resolution and expiring as follows: one member shall have a term of office expiring December 31, 2006; one member shall have a term of office expiring December 31, 2007; one member shall have a term of office expiring December 31, 2008; and two members shall have terms of office expiring December 31, 2009. The initial appointments to the Board of Directors of the Port Authority are set forth in Section 5 of this Resolution.

All of the members of the Board of Directors shall be appointed by this Board and shall possess the qualifications provided by Section 4582.27 of the Port Act and by this Resolution.

Upon the resignation or removal of a member of the Board of Directors or the expiration of a member's term of office, a new member of the Board of Directors shall be appointed by this Board in the manner provided herein. Any person appointed to fill a vacancy shall be appointed to fill only the unexpired term, and any director shall be eligible for reappointment. A director whose stated term of office has expired shall remain a member of the Board of Directors, absent resignation or removal, until such time as his or her successor has been duly appointed and qualified.

Section 4. Qualifications of Board Members. The members of the Board of Directors shall serve without compensation, but may receive reimbursement for reasonable expenses incurred in the performance of their duties. Any member of the Board of Directors may be removed by this Board for misfeasance, nonfeasance, or malfeasance in office.

Section 5. Appointment of Board Members. A majority of the members of the Board of Directors shall have been qualified electors of, or shall have had their businesses or places of employment in, one or more political subdivisions within the area of jurisdiction of the Port Authority, for a period of at least three years next preceding their appointment.

The initial members of the Board of Directors of the Port Authority shall be as follows:

- (a) George Kaitza is hereby appointed for a term ending December 31, 2006;
- (b) Rod Lawrence is hereby appointed for a term ending December 31, 2007;
- (c) Dennis Bell is hereby appointed for terms ending December 31, 2008; and
- (d) Greg Roy and Kent Kramer are hereby appointed for terms ending December 31, 2009.

Section 6. Organizational Meeting. The Clerk of this Board shall give written notice of the

time and place of the organizational meeting of the Board of Directors to the initial members of the Board of Directors at least three days prior to the meeting. The Clerk shall also give public notice of the time, place and purpose of the organizational meeting of the Board of Directors to news media to which notice of special meetings of this Board is required to be given, at least twenty-four hours prior to the meeting. At the organizational meeting, the Board of Directors shall, pursuant to Section 4582.27 of the Port Act, elect one of its members as chairperson and another as vice-chairperson and shall designate their terms of office, and shall appoint a secretary, who need not be a member of the Board of Directors.

Section 7. Dissolution. Subject to compliance with or assumption or satisfaction of the applicable requirements of any outstanding notes, bonds, contracts or other obligations of the Port Authority, the Port Authority may be dissolved at any time upon adoption of a resolution by this Board; provided that upon dissolution, any real or personal property or combination thereof that has been received from or made available by the County shall be returned to the County. In the event of a dissolution, and after paying all expenses, debts and costs of the Port Authority, any balance remain in the Port Authority's funds and any remaining real or personal property belonging to the Port Authority shall be distributed to the County.


Section 8. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 9. Severability. Each section, subsection, clause and subclause of this Resolution shall be given full force and effect to the extent permitted by law. A determination that any section, subsection, clause or subclause of this Resolution is invalid or unenforceable shall not affect the validity or enforceability of any other provision of this Resolution, each of which shall be independent and severable from the section, subsection, clause or subclause determined to be invalid or unenforceable, unless the operation of such other provision is necessarily dependent upon the section, subsection, clause or subclause determined to be invalid or unenforceable.

Section 10. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

I, Sarah Dinovo, Assistant Clerk to the Board of Commissioners hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Commissioners of Delaware County duly adopted April 24, 2006 and appearing upon the official records of the said Board.


Sarah Dinovo
Assistant Clerk to Commissioners

Appendix I.A.

Intergovernmental Cooperation Agreement (Adopted September 13, 2018)



Delaware County Commissioners

Jeff Benton
Barb Lewis
Gary Merrell

County Administrator
Michael Frommer

Deputy Administrator
Dawn Huston

Clerk to the Commissioners
Jennifer Walraven

RESOLUTION NO. 18-999

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD, THE DELAWARE COUNTY BOARD OF COMMISSIONERS, AND THE DELAWARE COUNTY FINANCE AUTHORITY:

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

WHEREAS, the Delaware County Auditor recommends an intergovernmental cooperation agreement with the Delaware County Automatic Data Processing Board, the Delaware County Board of Commissioners, and the Delaware County Finance Authority; and

WHEREAS, the Delaware County Finance Authority is dedicating funds to be provided to the County to support economic development activities, specifically within the area of marketing, education, travel and relationship development;

NOW, THEREFORE, BE IT RESOLVED that the Board of Delaware County Commissioners approves the Intergovernmental Cooperation Agreement with the Delaware County Automatic Data Processing Board, the Delaware County Board of Commissioners, and the Delaware County Finance Authority:

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 13th day of September, 2018 by and between the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (collectively, the “County”), and the Delaware County Finance Authority, 101 North Sandusky Street, Delaware, Ohio 43015 (the “DCFA”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by sections 9.482, 307.846, and 307.15, et seq., of the Revised Code. The DCFA desires to enter into an agreement with the County that allows Delaware County Information Technology staff to provide Information Technology (“IT”) services, and Support Staff and Resources (“County Resources”) to the DCFA, and the County is willing and able to provide such services and resources. The DCFA desires to make contributions to further the economic development efforts of the County. This Agreement shall establish the terms and conditions for contributions of the Parties.

Section 3 – Contributions of the Parties

The DCFA shall pay, as specified below, for IT services provided. The County, via the Delaware County Data Center Administrator, shall administer the IT services on behalf of the DCFA, supervise the work of the staff, and advise the DCFA regarding IT projects. The specific services to be provided are more fully set forth in Exhibit A, which is attached hereto and, by this reference, fully incorporated herein. Additionally, the County, via its Economic Development Department, shall provide County Resources to assist the DCFA with its purpose of fostering economic development throughout Delaware County. The specific County Resources are also more fully set forth in the attached Exhibit A.

Delaware County Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015
PHONE: (740) 833-2100 FAX: (740) 833-2099 WEB: www.co.delaware.oh.us
FACEBOOK: @DelawareCountyOhio TWITTER: @DelawareCoOhio INSTAGRAM: @delawarecoohio

The DCFA shall contribute its resources ("DCFA Resources") as described herein, including, but not limited to, funding to help: fund marketing activities focused on business attraction and community development, further County staff's abilities to promote and further economic and community development in the County, and fund business meetings, business meals, trainings and seminars, and other business development activities. The specific contributions are more fully set forth in Exhibit B, which is attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

The DCFA agrees to pay the County \$85.00 per Microsoft Exchange email license provided to the DCFA.

There shall be no compensation paid by the DCFA to the County for County Resources.

Section 5 – Records

- 5.1 County and DCFA acknowledge and agree that DCFA data received by County in the course of providing the IT services under this Agreement is taken delivery of solely under the authority stated above and only to provide automatic or electronic data processing, data storage services and/or other IT services to DCFA.
- 5.2 County and DCFA acknowledge and agree that this data is not a public record [as defined in R.C. Section 149.011(G)] of the County or any of its offices, agencies, etc., that County is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same and that any records contained within the same shall at all times be considered DCFA records and not properly the subject of a public records request directed to the County under R.C. Section 149.43.
- 5.3 However, to assist DCFA in meeting its responsibilities:
 - (a) County will maintain full access by DCFA to the DCFA's data stored in its system.
 - (b) If County receives a public records request for DCFA records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the DCFA Secretary as the individual responsible for DCFA records. County will then immediately forward the request to the DCFA Secretary and advise them as to the circumstances of the request and its receipt.
 - (c) County will provide technical assistance to the DCFA Secretary, as requested, in compiling and delivering DCFA data responsive to a public records request.
- 5.4 If the County should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose DCFA data received or stored under this Agreement, it must make reasonable efforts to provide DCFA with prompt notice of such legal requirement prior to disclosure so that DCFA may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with DCFA in reviewing such material for appropriate redaction prior to disclosure.
- 5.5 Upon termination or expiration of this Agreement, County will return all DCFA data to DCFA and shall not retain copies of all or any portion of it within its system.
- 5.6 The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until December 31, 2018, whereupon this Agreement shall then automatically renew for successive one (1) year terms, unless either Party gives notice to the other Party that it does not intend to renew the Agreement at the expiration of the then-current term. Notice of intent to terminate must be in writing and received by the opposite Party no later than thirty (30) days prior to the intended termination date. This Agreement may be amended in writing with the mutual consent and agreement of the Parties.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the DCFA within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 – Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

The DCFA acknowledges that there is a risk of disruption of service to its IT equipment and service due to damage to the fiber optic cable and other equipment or system failures beyond the control of the County. As a condition of this Agreement, the DCFA agrees to release the County from any liability or costs due to such disruption of service.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Entire Agreement**: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2 **Governing Law and Disputes**: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3 **Headings**: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.4 **Waivers**: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.5 **Severability**: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

Exhibit A

Provision by County of general IT services required for DCFA business, including, but not limited to:

1. Provision of DCFA email accounts on the existing County email server (DCFA will pay for licenses)
2. Provision of website design and hosting services
3. The DCFA shall seek prior approval of the county Chief Technology Officer for any projects outside of Exhibit A, including but not limited to custom programming, prior to engaging IT staff.

Provision by County of County Resources for DCFA business, including, but not limited to:

1. Use of the County logo and/or the County letterhead, or a version thereof approved by the Parties
2. Use of County marketing resources, including, but not limited to, the occasional consult of County staff and/or use of marketing and design software, to the extent such use complies with the County's licenses for the software
3. Use of County Economic Development Department staff to assist the DCFA in its operations and purpose

Exhibit B

Provision by DCFA of DCFA Resources, including, but not limited to:

1. A minimum of ten thousand dollars (\$10,000.00) per year for marketing activities focused on business attraction and community development
2. A minimum of ten thousand dollars (\$10,000.00) per year to help further County staff's abilities to promote and further economic and community development in the County
3. A minimum of ten thousand dollars (\$10,000.00) per year to help fund business meetings, business meals, trainings and seminars, and other business development activities

Note: The amounts listed above shall, at the election of the DCFA, be prorated for the remainder of calendar year 2018, and then contributed in full starting in calendar year 2019.

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

I, Sarah Dinovo, Assistant Clerk to the Board of Commissioners hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Commissioners of Delaware County duly adopted September 13, 2018 and appearing upon the official records of the said Board.


Sarah Dinovo
Assistant Clerk to the Commissioners

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 13th day of September, 2018 by and between the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware, Ohio 43015 (collectively, the “County”), and the Delaware County Finance Authority, 101 North Sandusky Street, Delaware, Ohio 43015 (the “DCFA”), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

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The DCFA shall contribute its resources (“DCFA Resources”) as described herein, including, but not limited to, funding to help: fund marketing activities focused on business attraction and community development, further County staff’s abilities to promote and further economic and community development in the County, and fund business meetings, business meals, trainings and seminars, and other business development activities. The specific contributions are more fully set forth in Exhibit B, which is attached hereto and, by this reference, fully incorporated herein.

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Section 5 – Records

- 5.1 County and DCFA acknowledge and agree that DCFA data received by County in the course of providing the IT services under this Agreement is taken delivery of solely under the authority stated above and only to provide automatic or electronic data processing, data storage services and/or other IT services to DCFA.
- 5.2 County and DCFA acknowledge and agree that this data is not a public record [as defined in R.C. Section 149.011(G)] of the County or any of its offices, agencies, etc., that County is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same and that any records contained within the same shall at all times be considered DCFA records and not properly the subject of a public records request directed to the County under R.C. Section 149.43.
- 5.3 However, to assist DCFA in meeting its responsibilities:
 - (a) County will maintain full access by DCFA to the DCFA’s data stored in its system.
 - (b) If County receives a public records request for DCFA records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the DCFA Secretary as the individual responsible for DCFA records. County will then immediately forward the request to the DCFA Secretary and advise them as to the circumstances of the request and its receipt.

- (c) County will provide technical assistance to the DCFA Secretary, as requested, in compiling and delivering DCFA data responsive to a public records request.
- 5.4 If the County should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose DCFA data received or stored under this Agreement, it must make reasonable efforts to provide DCFA with prompt notice of such legal requirement prior to disclosure so that DCFA may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with DCFA in reviewing such material for appropriate redaction prior to disclosure.
- 5.5 Upon termination or expiration of this Agreement, County will return all DCFA data to DCFA and shall not retain copies of all or any portion of it within its system.
- 5.6 The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect until December 31, 2018, whereupon this Agreement shall then automatically renew for successive one (1) year terms, unless either Party gives notice to the other Party that it does not intend to renew the Agreement at the expiration of the then-current term. Notice of intent to terminate must be in writing and received by the opposite Party no later than thirty (30) days prior to the intended termination date. This Agreement may be amended in writing with the mutual consent and agreement of the Parties.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the DCFA within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 – Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

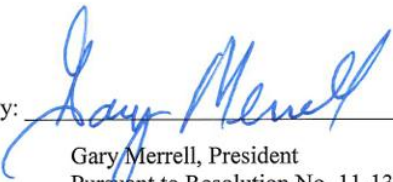
The DCFA acknowledges that there is a risk of disruption of service to its IT equipment and service due to damage to the fiber optic cable and other equipment or system failures beyond the control of the County. As a condition of this Agreement, the DCFA agrees to release the County from any liability or costs due to such disruption of service.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 Entire Agreement: This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2 Governing Law and Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.4 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.5 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

DELAWARE COUNTY BOARD OF COMMISSIONERS

By:  9-13-18
Date
Gary Merrell, President
Pursuant to Resolution No. 11-137 and
Resolution No. 18-999

DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD

By:  9/12/2018
Date

BOARD OF DIRECTORS OF DCFA

 9/12/2018
Date
David Stadge, Chairperson

Approved as to form:



Carol Hamilton O'Brien
Delaware County Prosecuting Attorney

Exhibit A

Provision by County of general IT services required for DCFA business, including, but not limited to:

1. Provision of DCFA email accounts on the existing County email server (DCFA will pay for licenses)
2. Provision of website design and hosting services
3. The DCFA shall seek prior approval of the county Chief Technology Officer for any projects outside of Exhibit A, including but not limited to custom programming, prior to engaging IT staff.

Provision by County of County Resources for DCFA business, including, but not limited to:

1. Use of the County logo and/or the County letterhead, or a version thereof approved by the Parties
2. Use of County marketing resources, including, but not limited to, the occasional consult of County staff and/or use of marketing and design software, to the extent such use complies with the County's licenses for the software
3. Use of County Economic Development Department staff to assist the DCFA in its operations and purpose

Exhibit B

Provision by DCFA of DCFA Resources, including, but not limited to:

1. A minimum of ten thousand dollars (\$10,000.00) per year for marketing activities focused on business attraction and community development
2. A minimum of ten thousand dollars (\$10,000.00) per year to help further County staff's abilities to promote and further economic and community development in the County
3. A minimum of ten thousand dollars (\$10,000.00) per year to help fund business meetings, business meals, trainings and seminars, and other business development activities

Note: The amounts listed above shall, at the election of the DCFA, be prorated for the remainder of calendar year 2018, and then contributed in full starting in calendar year 2019.

APPENDIX II - Bylaws (Updated May 8, 2024)

BOARD OF DIRECTORS DELAWARE COUNTY FINANCE AUTHORITY DELAWARE COUNTY, OHIO

RESOLUTION No. 24-009

A RESOLUTION AMENDING THE BYLAWS OF THE DELAWARE COUNTY FINANCE AUTHORITY

The Board of Directors of the Delaware County Finance Authority, Delaware County, Ohio (the "Board") met in a general meeting on May 8, 2024, at 1610 State Route 521, Delaware, Ohio with the following members present:

Franz Geiger	Bill Bishop	Frank Reinhard	Angel Mumma
Kent Shafer	John Comerford		

Director Shafer moved the following:

WHEREAS, the Delaware County Finance Authority (the "Authority"), by virtue of the laws of the State of Ohio, including Section 4582.21, et seq., of the Ohio Revised Code (the "Act"), acting by and through its Board of Directors (the "Board"), is authorized to undertake activities that are consistent with its "authorized purposes," as defined in the Act; and

WHEREAS, the Authority has adopted a bylaws (the "Bylaws") to govern the operations of the Authority;

WHEREAS, the Board desires to make certain changes to the Bylaws to include the most up-to-date information for the Authority and to updated certain other provisions of the Bylaws.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS, DELAWARE COUNTY FINANCE AUTHORITY, DELAWARE COUNTY, OHIO, THAT THE FOLLOWING RESOLUTION BE AND IT HEREBY IS ADOPTED:

Section 1. This Board hereby approves the proposed changes to the Bylaws substantially in the form currently on file with the Board, and adopts the updated Bylaws. This Board further authorizes the Chairman, Vice Chairman, or any other appropriate officers of the Authority to sign any and all other instruments and documents and take all other actions that may be necessary and appropriate to implement this Resolution and the updated Bylaws.

Section 2. This Board finds and determines that all formal actions of this Board concerning and related to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board that resulted in formal actions were taken in meetings open to the public, in compliance with all legal requirements, including but not limited to, §121.22 and §4582.58 of the Ohio Revised Code, except as otherwise permitted thereby.

Section 3. This Resolution shall take effect at the earliest time provided by law.

Director Mumma seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

YEAS: Mr. Bishop, Mr. Shafer, Mr. Reinhard, Mr. Comerford, Mr. Geiger, and Ms. Mumma

NAYS: None

ABSTAIN: None

The motion carried and the Resolution was adopted.

Resolution #24-009

132944026v1

Attest:



Franz Geiger, Secretary

Date 5/8/2024

BYLAWS OF THE DELAWARE COUNTY FINANCE AUTHORITY

ARTICLE I

NAME AND PURPOSE

Section 1. Name The Delaware County Finance Authority (the "Authority").

Section 2. Creation The Authority was created, pursuant to Ohio Revised Code (the "ORC") Section 4582.22, on April 24, 2006 by resolution of the Board of Commissioners of Delaware County, Ohio (the "Board of Commissioners"), hereinafter (the "Creation Resolution").

Section 3. Purpose The Authority exists to engage in activities that enhance, foster, aid, provide, and/or promote transportation, economic development, housing, recreation, education, governmental operations, culture, or research within the jurisdiction of the Authority. These will be implemented by: identifying, attracting, promoting and supporting development of Positive Impact Economic Development for Delaware County. Positive Impact Economic Development is accomplished through collaboration with, support of, and support from, governmental jurisdictions, subdivisions and extra-governmental entities (developers, local, state and federal governmental agencies). The objectives of the Authority are to promote Delaware County as a site ready and development friendly environment for opportunities that are economic engines for the county. Public, private, and governmental awareness of these objectives is key to the continued success of the Authority.

ARTICLE II

DEFINITIONS

All terms used herein shall have the same definitions as those found in Chapter 4582.21 of the ORC.

ARTICLE III

OFFICES AND MEMBERS

Section 1. Offices The principal office of the Authority is at 91 North Sandusky Street, Delaware, Ohio 43015 or other location(s) as may be designated by the Board of Directors of the Authority, hereinafter the "Board".

Section 2. Other Offices The Authority may establish other offices at other places, within or without Delaware County, as the Board may determine is required by, or is in furtherance of, the purposes of the Authority and the efficiency of its operation.

Section 3. Members Members of the Board, individually a “Member” or “Director”, are appointed by the Board of Commissioners. The Board of Commissioners has determined that the current number of members of the Board shall total seven (7) members.

Section 4. Eligibility A majority of the Board members shall have been qualified electors of, or shall have had their businesses or places of employment in, one or more political subdivisions within the area of the jurisdiction of the Authority, for a period of at least three years next preceding their appointment, pursuant to ORC§4582.27.

Section 5. Terms of Members Board members shall serve a term of four (4) years, with terminations staggered as follows: Year 1: two (2) members; Year 2: two (2) members; Year 3: two (2) members; and Year 4: one (1) member, except that any person appointed to fill a vacancy shall be appointed to only the unexpired term and any Board member is eligible for reappointment.

Section 6. Vacancies and Removal Board members may recommend to the Board of Commissioners the removal of a Member who fails to attend three consecutive regular meetings of the Board. If a Director is so removed, a successor shall be appointed for the remaining term of the removed Director in the same manner provided for the original appointment. When a vacancy occurs, the Authority may recruit candidates and make recommendations to the Board of Commissioners for further qualification, interview and appointment.

Section 7. Rights and Privileges All organizational powers of the Authority shall be exercised by the Board, including, but not limited to, the power to amend the Bylaws and to take all other actions authorized by these Bylaws, subject to the limitations imposed by the ORC.

Section 8. Reimbursement of Expenses Board members shall be entitled to receive such sum of money, in a maximum monthly amount as the Board may determine, as reimbursement for reasonable expenses in the performance of official duties, pursuant to ORC§4582.27. Such reimbursement shall be paid on a monthly basis and shall require receipts for each reimbursement request.

ARTICLE IV

OFFICERS

Section 1. Officers The officers of the Board shall be a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer, all elected by the Board.

Section 2. Qualifications, Elections and Term of Office Officers shall be elected at an organizational meeting of the Board to be held in January, or such other month prior to January as the Board may determine, of each year and shall serve for a twelve (12) month term commencing January 1st of that upcoming year, provided that absent resignation or removal, an officer shall remain in office and serve until his or her successor is elected.

Section 3. Resignation and Removal Any officer may resign his or her office by giving written notice to the Secretary, or in the event of resignation of the Secretary, by giving written notice to

the Chairperson. Resignation shall be effective as of the date stated in such resignation, or if not stated, upon the receipt by the Secretary or Chairperson of the written notice. Notice of resignation shall be transmitted by the officer receiving the same to all members of the Board. All officers shall serve at the pleasure of the Board and as such, any officer may be removed by a majority vote of the entire Board if, in the judgment of the Board, the best interests of the Authority would be served by such removal.

Section 4. Vacancies Vacancies in any office shall be filled by the Board, and may be filled by the vote of a majority of those present at any regular or special meeting at which a quorum is present.

Section 5. Chairperson Before entering upon the duties of the Chairperson, the Chairperson shall give a surety bond to the DCFA in the amount of twenty five thousand dollars (\$25,000.00). Such bond to be conditioned upon the faithful performance of the duties of the office and to be executed by sureties satisfactory to the Board. The cost of such bond and any other bonds required by these Bylaws shall be paid by the Authority.

The Chairperson shall be the chief executive and administrative officer of the Authority, subject to the provisions of the ORC, to these Bylaws, and to the control and direction of the Board. The Chairperson shall perform the duties assigned to the Chairperson by these Bylaws and as may be provided by the Board. The Chairperson shall preside at all meetings of the Board and shall exercise general supervision over the business of the Authority, its officers and any employees. The Chairperson shall have authority to sign contracts, releases, bonds, notes and other instruments and documents to be executed on behalf of the Authority requiring the Chairperson's signature, without derogation of the authority specifically granted by these Bylaws, or by the Board to other persons. The Chairperson shall be the Chief Officer of the Authority for the purpose of service of civil process, and is authorized to accept such service on behalf of the Authority.

The Chairperson shall have authority to sign, on behalf of the Authority, all vouchers for payments to be made by the Authority and checks, drafts, notes and other obligations of the Authority for the payment of money by the Authority in the manner and to the extent provided by these Bylaws.

Section 6. Vice-Chairperson Before entering upon the duties of the Vice-Chairperson, the Vice-Chairperson shall give a surety bond to the DCFA in the amount of twenty five thousand dollars (\$25,000.00). Such bond to be conditioned upon the faithful performance of the duties of the office and to be executed by sureties satisfactory to the Board. The cost of such bond and any other bonds required by these Bylaws shall be paid by the Authority.

The Vice-Chairperson shall perform the duties and have the authority of the Chairperson during the absence, disability or unavailability of the Chairperson, and shall preside at the meetings of the Board when and while the Chairperson shall vacate the chair. The Vice-Chairperson shall perform such other duties and have such other authority as may be assigned to the Vice-Chairperson by the Board or the Chairperson. At the request of the Chairperson, or in the Chairperson's absence, disability or unavailability, the Vice-Chairperson shall perform all of the duties of the Chairperson, and when so acting, the Vice-Chairperson shall have all of the powers of the Chairperson. The authority of the Vice-Chairperson to sign in the name of the Authority, all contracts, releases, bonds, notes, checks and other instruments and documents to be executed on behalf of the Authority shall be, in the absence, disability or unavailability of the Chairperson, coextensive with

the Chairperson's authority to do so. At any meeting at which both the Chairperson and Vice-Chairperson are absent, the Treasurer shall serve as presiding officer for that meeting. At any meeting at which the Chairperson, Vice-Chairperson and Treasurer are absent, the Secretary shall serve as presiding officer for that meeting. A certificate executed by the Secretary to the effect that, at the time the Vice-Chairperson acted, the Chairperson was absent, disabled or unavailable, shall be conclusive as to the acts stated in the certificate and any person dealing with the Authority shall be entitled to rely upon such a certificate without further inquiry.

Section 7. Secretary Before entering upon the duties of the Secretary, the Secretary shall give a surety bond to the DCFA in the amount of twenty five thousand dollars (\$25,000.00). Such bond to be conditioned upon the faithful performance of the duties of the office and to be executed by sureties satisfactory to the Board. The cost of such bond and any other bonds required by these Bylaws shall be paid by the Authority. The Secretary shall attend all meetings of the Board and shall keep accurate records of the proceedings at such meetings and shall attest those records, including, but not limited to, drafting and distribution of meeting minutes, to Board Members. The Secretary shall have such authority and perform such duties as are prescribed by ORC and as delegated to the Secretary by the Board. The Secretary shall have custody of and maintain all minutes, resolutions, records, documents and files of the Authority and shall attest to and certify any minutes, resolutions, motions, records or documents of the Authority as true and exact copies thereof.

The Secretary shall have such other authority and perform such other duties as are conferred by ORC upon, or incident to the office of Secretary of an authority, board, commission or business organization and shall perform such other duties and have such other authority as may be prescribed by the laws of Ohio or may be assigned to the Secretary from time to time by the Board. The Secretary shall be deemed to have discharged the Secretary's responsibilities under these Bylaws if the Secretary shall have caused the same to be discharged by an assistant properly authorized or assigned by the Secretary, with concurrence of the Board, except as to any duties that can be discharged under the law only by the Secretary.

Section 8. Treasurer Before entering upon their duties, the Treasurer, shall give a surety bond to the Authority in the amount of One Hundred Thousand Dollars (\$100,000.00). Such bond to be conditioned upon the faithful performance of the duties of the office and to be executed by sureties satisfactory to the Board. The cost of such bond and any other bonds required by these Bylaws shall be paid by the Authority.

The Treasurer shall cause to be kept accurate books of account of all transactions on behalf of the Authority.

The Treasurer shall have the care and custody of the funds of the Authority and shall on behalf of the Authority, endorse for deposit or collection, and shall deposit, all drafts, checks, notes and other instruments and orders for payment of monies to the Authority or its order, and shall sign receipts therefor. The Treasurer shall also be empowered on behalf of the Authority to endorse checks on which the Authority is designated as a joint payee for its own protection under leases, contracts, insurance settlements and other documents; and to deliver such checks to the other

payees or such other persons as are properly entitled to receive the same; and to report each transaction of this nature to the Board. The Treasurer may authorize other persons to make deposits on behalf of the Authority, subject to approval of the Board.

In addition to the Chairperson, the Treasurer shall have authority to sign, on behalf of the Authority, all vouchers for payments to be made by the Authority and checks, drafts, notes and other obligations of the Authority for the payment of money by the Authority in the manner and to the extent provided by these Bylaws.

Subject to the provision of any resolution authorizing, or trust agreement securing, revenue bonds of the Authority and to investment of funds as herein after provided, all funds of the Authority shall be kept in depositories selected by the Board in accordance with Chapter 135 of the ORC.

The Treasurer shall be deemed to have discharged the Treasurer's responsibilities under these Bylaws if the Treasurer shall have caused the same to be discharged by an assistant properly authorized or assigned by the Treasurer, with concurrence of the Board, including, but not limited to: authorization to make bank deposits, review financial statements, and provide copies of financial documents, except as to any duties that can be discharged under the law only by the Treasurer of the Authority, pursuant to the applicable provision of the ORC.

The Treasurer shall be the custodian of Authority funds and securities, shall otherwise oversee the establishment of proper accounting procedures for the handling of the Authority's funds, shall be the disbursing officer for the Authority and shall provide to the Board an annual report of all receipts and disbursements of the Authority.

The Treasurer shall prepare the budget and appropriations developed by the Finance and Development Committee for adoption by the Board. The budget shall be adopted at the December meeting of the immediately preceding year. The budget shall constitute the expenditure authority for the budget year and no further action shall be required to expend Authority funds for amounts of up to and including \$10,000.00 for an expenditure in any budget line.

The Treasurer shall maintain operation and expenditures within the budget and appropriations, and establish budget procedures and maintain supervision over budget control.

The Treasurer shall secure such financial audits as required by ORC or the Auditor of the State of Ohio.

The Treasurer shall perform all other duties incident to the office of the Treasurer.

ARTICLE V

MEETING OF MEMBERS

Section 1. Regular Meetings Board meetings shall be held regularly, on such date and at such time and place as determined by the Board at its annual Organizational Meeting.

Section 2. Special Meetings Special Meetings of the Board may be called by any of the following:

- (a) The Chairperson;
- (b) The Vice-Chairperson; or
- (c) Any two (2) members of the Board, upon twenty-four (24) hours' notice given to each member of the Board.

Special Meetings shall be held at such times and places as the Board may determine. Electronic notice of any Special Meeting stating the date, time, place, and purpose of such meeting shall be sent to each Board member, via email, at the email address on record with the Authority. Notice of the Special Meeting shall also be posted on the website of the Authority at the time the notice is sent to the Board members.

Section 3. Quorum A majority of all seated members of the Board shall constitute a quorum for the transaction of business. A lesser number may adjourn any meeting. The affirmative vote of a majority of the members of the Board present at any meeting shall be necessary to adopt any resolution or motion, or to conduct any other business that may come before the Board. A member of the Board may attend a meeting via interactive video conference or teleconference pursuant to ORC§4582.60, subject to the rules set forth in the Delaware County Finance Authority Policy Handbook. However, the person presiding over the meeting shall be present at the meeting location and is not permitted to be in attendance via video or teleconference.

Section 4. Place of Meetings All meetings of the Board shall be held at 1610 State Route 521, Delaware, Ohio 43015, or at such other place or places as may be designated by the Chairperson at a preceding meeting, or designated in the notice of the meeting, as herein provided.

Section 5. Motions or Resolutions Action of the Board shall be by resolution or motion. Resolutions shall be in written form and shall, to the extent reasonably possible, be prepared and provided to the Board as a draft at the time the Notice of Meeting is posted. On the adoption of any resolution or motion, the vote shall be entered in the minutes of the meeting.

Section 6. Minutes The minutes of each meeting shall be recorded in separate books to be designated as the "Minutes of the Authority", bearing appropriate volume numbers, which shall be kept by the Secretary for that purpose. With respect to each meeting, there shall be shown the time, date and place at which the meeting was held, the names of the members of the Board present, a summary of what occurred, and a record of each vote taken. Resolutions adopted may be set forth in full in the minutes or identified by appropriate reference. A separate book designated as the "Resolution Book" shall be kept, which shall set forth the full text of each resolution adopted by the Board, together with identification by appropriate numbering system, a record of the date and the vote upon its adoption. As provided by law, the Minutes of the Authority and the Resolutions Book shall be open to public inspection during normal business hours.

Section 7. Public Meetings All meetings of the Board shall be open to the public, provided however, that the Board may hold an executive session or closed session at any regular or special meeting as authorized by ORC§121.22 or §4582.58.

Section 8. Rules of Procedure Each meeting of the Board shall be conducted pursuant to Robert's Rules of Order, Newly Revised. Discretion of the agenda shall be granted to the officer presiding at such meeting, but generally following the format listed below:

Order of Business
Call to Order
Pledge of Allegiance
Roll Call
Public Comment
Economic Development Report
Secretary's report
Treasurer's Report
Review and Acceptance of Committee Reports

- Finance and Development Committee Report
- Other Committees as created

Old Business
New Business
Adjournment

Section 9. Absence of Secretary In the event the Secretary is not present at any meeting, the presiding member of the Board may designate any Board member as Acting Secretary to attest any resolution adopted at such meeting and if need be, record the minutes of the meeting. The Acting Secretary may also certify as to the authenticity of any resolution adopted at such meeting or to the correctness of a copy or extract of the minutes of such meeting.

ARTICLE VI **COMMITTEES AND DEPARTMENTS**

Section 1. General Unless otherwise provided in these Bylaws or directed by the Board, the Chairperson shall appoint such other standing or special committees, subcommittees or boards (to consist of at least 3 persons each) as may be required by this or as may be deemed necessary or appropriate by the Chairperson. The Chairperson, Vice-Chairperson, and Treasurer shall constitute the Finance and Development Committee. Such other committees may be appointed by the Chairperson and shall consist of no more than three Board members.

The Chairperson, in his/her discretion, may appoint citizens with special expertise to serve as *ex officio* members of one or more committees. Committees may be created or eliminated by the Chairperson at any time.

Committees shall meet when and where requested to do so by the Chairperson or the Chairperson's designee or the Committee Chairperson or Committee Vice-Chairperson, if any, of the committee. In the absence of a Committee Chairperson or Committee Vice-Chairperson of the committee, a temporary Committee Chairperson may be selected by the committee members present if a quorum exists.

The Committee Chairperson shall cause records relating to such committee to be kept.

Actions of any Committee are recommendations to the Board and in no way constitute action by or on behalf of the Board of Directors of the Delaware County Finance Authority.

Section 2. Advisory Board The Board may maintain and name the members of an advisory board and may establish committees of such advisory board that shall be composed of such members of the advisory board as shall be designated by the Chairperson. The Chairperson shall also designate one of the members of each committee as Committee Chairperson. The advisory board and each committee may establish a procedure for calling and giving notice of its meetings, the conduct of such meetings, the undertaking of its activities and the preparation of its reports. The Chairperson shall be an *ex officio* member of any such advisory board and each of its committees.

Section 3. Reimbursement of Expenses Members of committees may only be reimbursed to the maximum extent provided by Article 3. Section 8.

ARTICLE VII

APPROPRIATIONS AND CONTRACTS

Section 1. Appropriations No money of the Authority shall be appropriated except by resolution of the Board. Except as otherwise specifically limited, the adoption by the Board of a resolution appropriating money shall be deemed to include the authorization to make expenditures, enter into contracts, and to perform such other acts as are necessary or incidental thereto without any further Board action for amounts up to and including \$10,000.00. Appropriations may be amended based upon a subsequent resolution of the Board.

Section 2. Contracts Except as hereinafter provided, no contract or other instrument involving an expenditure or commitment of money by the Authority shall be made unless the execution of the contract or other instrument has been authorized by a resolution adopted by the Board. The Chairperson or the Chairperson's designee is authorized to select providers of goods, equipment, material and services and to contract for the purchase thereof in amounts up to ten thousand dollars (\$10,000.00) per annum; provided that (i) money previously unencumbered for the payment of the cost thereof has been appropriated and is encumbered for such purposes in the Authority budget for the then current fiscal year, and (ii) competitive proposals or bids are sought when and as required by ORC. The Chairperson shall observe the standards of selection as determined by the Board and shall annually, or at regular meetings, notify the Board and the public of the selection of goods, equipment, material and services and the basis for their selection at regularly scheduled Board meetings. For amounts exceeding ten thousand dollars (\$10,000.00), the approval of the Board is required.

ARTICLE VIII

LIMITATIONS OF LIABILITY, INDEMNIFICATION

Section 1. Limitations of Liability Nothing herein shall constitute members of the Authority as partners for any purposes. No Member, officer, Director, agent, representative or employee of the Authority shall be liable for any act or failure to act on the part of any other Member, officer, Director, agent, representative or employee of the Authority, nor shall any Member, officer, Director, agent, representative or employee of the Authority be liable for any act or failure to act under these Bylaws, except acts or failures to act arising out of such person's willful misfeasance.

Section 2. Indemnification The Authority shall indemnify and hold harmless each current and former Member, officer, Director, employee, agent or representative or employee of the Authority.

ARTICLE IX **MISCELLANEOUS**

Section 1. Powers The Authority shall exercise only the powers provided by ORC§4582.31 and these Bylaws.

Section 2. Fiscal Year The fiscal year of the Authority shall be the calendar year, unless otherwise determined by the Board.

Section 3. Contracts, Checks, Drafts, etc. Except as otherwise provided in these Bylaws, all contracts, checks, drafts, notes, acceptances, endorsements and other evidences of indebtedness may be signed on behalf of the Authority by the Chairperson, Vice-Chairperson or Treasurer. Payments of amounts of money of more than \$10,000.00 shall receive prior authorization of the Board either by budget approval or separate resolution.

Except as otherwise provided in these Bylaws, the Delaware County Finance Director may sign on behalf of the Authority any and all contracts, checks, drafts, notes, acceptances, and other documents required to effectuate any agreement entered into or Resolution adopted by the Authority pursuant to a valid resolution. authority does not authorize the Administrator to incur any financial obligations on behalf of the Authority.

Before signing any vouchers for payments to be made by the Authority and checks, drafts, notes and other obligations encumbered by the Authority for the payment of money by the Authority the Finance Director shall give a surety bond to the Authority in the amount of One Hundred Thousand Dollars (\$100,000.00).

Section 4. Loans No loans shall be made or obtained on behalf of the Authority and no negotiable instruments other than checks shall be issued in its name, unless and except as authorized by the Board.

Section 5. Deposits Unless otherwise directed by the Board, all funds of the Authority shall be deposited in such depositories as selected by the Board in accordance with Chapter 135 of the ORC.

Section 6. Fidelity Coverage The Board may cause the Authority to be bonded or insured against losses arising because of acts or omissions by those handling Authority funds. The cost of such coverage shall be paid by the Authority.

Section 7. Procedures All meetings of the Members and the Board shall be governed by the rules set forth in the latest edition of Robert's Rules of Order, Newly Revised, as long as such rules are not in conflict with these Bylaws or with rules and procedures established by the Board.

Section 8. Delegation of Duties There is reserved in the Board, the authority at all times, to delegate, transfer, assign and reassign duties, to the extent permitted by these Bylaws and the ORC.

Section 9. Deeds, Leases, Contracts and Other Agreements Each deed, lease, contract and other agreement or document shall be signed by the person or officer specified in any pertinent statute as the person or officer required to execute such instrument. If no statutory requirement exists and except as otherwise provided in a resolution adopted by the Board, such instrument shall be signed by the Chairperson or Vice-Chairperson and by the Secretary. In addition, the Board may at any time designate one or more of its members, the Delaware County Economic Development Administrator, or any other agent or officer of the Authority to execute any such instrument for and on behalf of the Authority. Facsimile signatures are hereby authorized and permitted to be used to the extent permitted by law.

Section 10. Seal The Authority has no seal and no seal shall be required to validate any act by any person on behalf of the Authority, or for any other reason.

Section 11. Dissolution Upon dissolution of the Authority, any funds remaining shall be distributed as required by ORC.

Section 12. Notices Unless otherwise prohibited by these Bylaws or ORC, all notices and other communications required by these Bylaws or ORC shall be in writing and shall be given by:

- a) Personal delivery;
- b) United States mail, first class, postage paid;
- c) Statutory overnight delivery;
- d) Electronic Mail;
- e) Facsimile; or
- f) A secure website, provided that notice shall be deemed given via website only upon proof that the address has retrieved the message.

Section 13. Waiver of Notice Whenever any notice is required to be given under applicable law or these Bylaws, a waiver of such notice in writing signed by the person entitled to such notice, whether such waiver is signed before or after the time for notice has expired, shall be deemed the equivalent of the giving of such notice.

Section 14. Construction and Separability Each rule and regulation herein set forth shall be construed, if possible, in a manner consistent with the ORC. If, and to the extent that any rule and regulation shall be deemed in conflict with any such law, such rule and regulation shall be void;

provided that, each rule and regulation shall be deemed separable from every other rule and regulation and its invalidity shall not affect any other rule and regulation.

ARTICLE X
AMENDMENTS

These Bylaws may be amended, repealed or altered, in whole or in part, by the affirmative vote of a majority of the members of the entire Board at a duly called meeting of the Board at which a quorum is present; provided, however, that the notice of such meeting must be in writing, must describe, generally, the scope and nature of the amendment, revision or alteration to the Bylaws, and must state that a purpose of the meeting is to vote on such proposed amendment, revision or alteration to these Bylaws.

Any formal action taken by the Board that may be inconsistent with these Bylaws shall be deemed permitted hereby, so long as such action is taken in accordance with the procedures specified herein for taking such an action and with the laws of Ohio and is otherwise consistent with applicable law.

APPENDIX III – Policies

Policy 1.0 Meeting Schedule and Location (Adopted 11/17/18)

Regular meetings of the Board shall generally be held on the second Wednesday of every month, at 1610 State Route 521, Delaware, Ohio 43015, at 5:00 p.m. The Finance and Development Committee shall meet generally two weeks prior to the scheduled Board meeting, 4pm, at 91 North Sandusky Street, Second Floor. The Board shall adopt a yearly schedule of meetings for both the Board and Finance and Development Committee no later than the Board's last meeting of each preceding year.

Policy 2.0 Conflict of Interest (Adopted 11/17/18)

The Authority is committed to achieving the highest standards of professionalism and ethical conduct in its operations and activities. The Authority expects its Members to conduct their business according to the highest ethical standards of conduct and to comply with all applicable laws. This policy is intended to increase awareness of potential conflicts of interest and establish a procedure for reporting them.

Members should always act in the best interest of The Authority and not permit outside interests to interfere with their obligations. For purposes of this policy, a potential conflict of interest occurs when a Member's outside interests (for example, financial or personal interests) interfere with The Authority's interests or the Member's board-related obligations. For example; a conflict of interest can occur when a Member is in a position to influence a decision that may result in a personal gain for the Member or the Member's family member as a result of The Authority's business dealings. If you have a question about whether a situation is a potential conflict of interest, please contact the Chairperson.

If you become aware of any potential conflict of interest or ethical concern regarding your service or another Member's service at the Authority, you must promptly speak to, write, or otherwise contact the Chairman. You should be as detailed as possible. The Chairperson will investigate all concerns regarding conflicts of interest. The Chairperson will determine whether a conflict of interest exists and what action should be taken.

The Authority prohibits any form of reprisal, intimidation or retaliation for reporting a potential conflict of interest or violation of this policy or cooperating in related investigations.

Policy 3.0 Reimbursement (Adopted 11/17/18)

Members shall be entitled to reimbursement for reasonable expenses in the performance of official duties, pursuant to ORC§4582.27.

Reimbursements shall be made on a monthly basis and disbursed at the time of the next regular monthly meeting, and are intended to help defray costs incurred, up to the maximum amount determined by the Board.

Examples of reasonable expense include, but are not limited to, the following:

1. Travel to and from Board meetings, potential or current client meetings, and/or meetings with local officials or businesses concerning Authority matters
2. Lodging and meals while out-of-town on assignment of the Board
3. Any approved purchases of office supplies, software, or other items necessary to support the Authority's needs and/or requirements
4. Meal expenditures reimbursable by the Authority (and deductible for IRS purposes) for Members engaged in appropriate entertainment functions, as defined below:
 - They must be ordinary, necessary, and either "Directly-Related" or "Associated" with the Authority's business activities
 - a. Directly-related entertainment expenses must either:
 1. Take place in a clear business setting (e.g., a client conference room); or
 2. Be a situation where the main purpose of the entertainment is active business activity, where the Authority conducts business, and where the activity has more than a general expectation of generating income or creating some other specific business benefit; or
 3. Associated entertainment expenses must be associated with the Authority's business activity, where the entertainment (e.g., meal) occurs directly before or after a substantial business discussion.

The Members and designated agents of the Authority may entertain current or potential clients, current or potential business partners, or the Authority agents, either at lunch (or other meal) events or at other entertainment events. Those entertainment or meal expenses are reimbursable if the above conditions are met, as well as, expenses listed in the preceding sections, so long as the following documentation is provided, including:

- Date and location of the event
- Names of all participants and the Authority name or business affiliation (if other than The Authority)
- Directly-related or associated business purpose

Any and all expenses in which reimbursement is being sought must be accompanied by a receipt.

Policy 4.0 Confidentiality (Adopted 11/17/18)

Members will often times be subjected to, or otherwise be made aware of, confidential and/or sensitive information regarding requests for economic development assistance, transactions, contracts, development plans, and financial agreements involving the Authority. Members must hold confidentiality to the highest regard while also ensuring compliance with Ohio law concerning public records. Should a Member be unsure of the requirements of the law, or otherwise be unsure of what information must be kept confidential, the Member should confer with the Chairperson and/or legal counsel of the Authority for direction and clarity.

Policy 5.0 Closed and Executive Sessions (Adopted 11/17/18)

The Board may hold portions of any duly noticed meeting in Closed Session, pursuant to ORC§4582.58. Should the Board hold such a Closed Session, only matters that are not a public record, pursuant to ORC§4582.58, may be considered. No action of the Board is to be taken while in the Closed Session. The Board may also hold portions of a duly noticed meeting in Executive Session, pursuant to ORC§121.22. No action of the Board is to be taken while in the Executive Session.

Policy 6.0 Computers/Electronics (Adopted 11/17/18)

Computers/electronics and information systems issued and/or maintained by the Authority, are property of the Authority. They may be used only for explicitly authorized purposes. The Authority reserves the right to examine all data stored in or transmitted by their computers and systems. Without notice, the Authority and authorized Authority supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any user. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and productivity. Users have no right to privacy with regard to the Internet and email on Authority systems (public or private). Authorized designees may access any files stored on, accessed via, or deleted from computers and information systems. When necessary, Internet, email, and Instant Messenger (IM) usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. All software installed on any Authority computer must be licensed to the Authority. No Authority employee may install, uninstall, or reconfigure any software or hardware owned by the Authority without prior authorization from the Authority. The use of privately-owned or contractor-owned computers for official Authority business must be authorized in advance by the Authority.

Allowable Uses of Computers/Electronics and Information Systems for Business Purposes

1. Facilitating job function performance.
2. Facilitating and communicating business information within the Authority network.
3. Coordinating meeting locations and resources for the Authority.
4. Communicating with outside organizations as required in the performance of employee job functions.

Prohibited Uses of Computers/Electronics and Information Systems, Including But Not Limited To E-mail, Instant Messaging, and the Internet:

1. Violating local, state, and/or federal law.
2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages.
3. Threatening others.
4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters which are not job related.
5. Using computers or information systems in association with the operation of any for-profit business activities or for personal gain.
6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing a computer virus.
7. Vandalizing the data of another user.
8. Forging electronic mail and instant messenger messages.
9. Sending chain letters.
10. Sending rude or obscene messages (anything that would embarrass or discredit the Authority).
11. Disseminating unauthorized confidential or proprietary Authority documents or information or data restricted by government laws or regulations.
12. Browsing or inquiring upon confidential records maintained by the Authority without substantial business purpose.
13. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws.

14. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale.
15. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs.
16. Sending or soliciting sexually-oriented messages or images.
17. Using the Internet or instant messenger for political activity.
18. Using the Internet to sell goods or services not job-related or specifically authorized in writing by an approving authority.
19. Speaking to the media or to the public within any news group or chat room on behalf of the Authority if not expressly authorized to represent the Authority.
20. Uploading or downloading games, viruses, copyrighted material, inappropriate graphics or picture files, illegal software, and unauthorized access attempts into any system.

NOTE: Users cannot expect that the information they convey, create, file, or store in Authority computers and information systems will be confidential or private regardless of the User's intent. Please remember that there is no expectation of privacy for anything sent by email or IM, and that others can view this information at any time.

Guidelines for Incidental/Occasional Personal Internet Usage

Generally, the Internet is to be used for work-related purposes. The Authority will permit personal use of the Internet with reasonable restrictions as to the amount of time devoted to personal usage and sites visited provided such use does not adversely affect business or productivity. Personal Internet usage is a privilege, not a right. As such, the privilege may be revoked at any time and for any reason or for no reason.

Securing Computer Equipment and Electronic Data

Authority Users who are responsible for or are assigned portable computer equipment and electronic media (i.e., laptops, flash memory devices, external hard drives, DVDs, CDs, etc.) shall secure those items when not in the office as these items may contain confidential and/or sensitive information, which could be compromised if lost or stolen. If an employee loses a piece of equipment or it is stolen, they are required to immediately notify the Secretary.

Policy 7.0 Meeting Attendance via Video Conference or Teleconference

(Adopted 11/17/18)

Pursuant to the Bylaws and ORC§4582.60, the Board hereby adopts the following rules for meeting attendance by a Member or Members via Interactive Video Conference or Teleconference:

1. Any Member is authorized to attend a duly called meeting of the Board via Interactive Video Conference or Teleconference in lieu of attending the meeting in person, subject to the following subsection 2.
2. A minimum of one (1) Member must be present in person at the primary meeting location if the Board conducts a meeting by Interactive Video Conference or Teleconference.
3. Not more than one Member remotely attending a board meeting by Teleconference is permitted to be physically present at the same remote location.
4. A Member must be located within the 48 contiguous United States in order to participate in an Interactive Video Conference or Teleconference.
5. All meeting-related materials shall be made available prior to any meeting of the Board. At a minimum, such materials shall be posted to the website of the Authority. Additionally, materials may be transmitted via email to Members and those interested parties who have request such materials more than forty-eight (48) hours' prior to the meeting. All Members shall have the capability to receive meeting-related materials that are distributed during a board meeting.
6. Any Member attending a meeting via Teleconference, must authenticate their identity via presentation of the Password established by the Chairperson and shared with the Board prior to the start of the meeting.
7. Members may only remotely attend a meeting if the following conditions exist:
 - a) In the case of an interactive video conference, the board causes a clear video and audio connection to be established that enables all meeting participants at the primary meeting location to see and hear each board member.
 - b) In the case of a teleconference, the board causes a clear audio connection to be established that enables all meeting participants at the primary meeting location to hear each board member.
8. All votes during a meeting in which Interactive Video Conference or Teleconference is utilized must be taken by a roll call vote.
9. The minutes of the meeting must identify which Members remotely attended the meeting and which Members were physically present.

Policy 8.0 Fee Schedule (Adopted 11/17/18)

A Fee Schedule is hereby adopted as reflected in the following. The Fee Schedule may be amended by Resolution of the Board.

FEE SCHEDULE

Delaware County Finance Authority (the "Authority")

Schedule of Fees

Application Fee Due at application submission; non-refundable	\$2,500.00
Administrative Fee Due prior to document execution (Term Sheet, Indemnification, etc.); this will be credited toward the final Closing Fee due	\$12,500.00
Legal Fees (Construction Financing Program) Due with Closing Fee at the time of Transaction Closing (per Term Sheet)	\$15,000.00
Legal Fees (Bond Programs)	\$35,000.00
Closing Fee Subject to the Term Sheet, to be reconciled within 60 days of project completion	TBD

Closing Fee

Construction Financing Program	25% of the Ohio Sales Tax savings generated by the project. The Term Sheet shall specify estimated project costs and estimated program savings. Actual project costs and actual program savings shall be determined within 30 days of project completion with Closing Fee reconciliation within 60 days of project completion. The Authority reserves the right to require the Applicant to provide the Authority with reasonable project information the Authority deems appropriate to determine actual project costs.
Tax Increment Financing (TIF) Program	1% of the amount bonded (due at time of bond issuance), plus \$1,000.00 per month through the life of the bond to be paid up front at the time of Closing.
Tax Exempt Bond Program	1% of the amount bonded (due at time of bond issuance), plus \$1,000.00 per month through the life of the bond, to be paid up front at the time of Closing.

Special Assessment Financing Program

1% of the amount bonded (due at time of bond issuance), plus \$1,000.00 per month through the life of the bond, to be paid up front at the time of Closing.

PACE Program

Fees to be determined by the Finance Authority Board prior to Term Sheet execution

Other Programs

Fees to be determined by the Finance Authority Board prior to Term Sheet execution

Updated November 7, 2018

Policy 9.0 Document and File Management/Retention (Approved February 12, 2025)

RESOLUTION NO. 25-003

**Board of Directors
Delaware County Finance Authority
Delaware County, Ohio**

Resolution No. 25-003
A Resolution Adopting a Records Management Policy

WHEREAS, the Delaware County Finance Authority recognizes the importance of efficient records management to ensure the proper creation, maintenance, use, retention, and disposal of its records; and

WHEREAS, effective records management is essential for compliance with legal and regulatory requirements, safeguarding vital information, and supporting operational needs; and

WHEREAS, A comprehensive records management policy will provide guidelines for the responsible handling of records, ensure the integrity and accessibility of information, and facilitate the timely destruction of records that are no longer needed;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DELAWARE COUNTY FINANCE AUTHORITY, DELAWARE COUNTY, OHIO THAT THE FOLLOWING RESOLUTION BE AND IT HEREBY IS ADOPTED, 5 MEMBERS OF THE BOARD CONCURRING:

Section 1: The Delaware County Finance Authority hereby adopts the Records Management Policy as adopted by and updated from time-to-time by the Delaware County Commissioners and administered by the Delaware County Records Center.

Section 2: The Records Management Policy shall comply with Ohio Revised Code Section 4582.091.

Section 3: The Delaware County, Ohio Director of Economic Development is hereby designated as the Records Management Officer, responsible for overseeing the implementation and administration of the Records Management Policy.

Section 4: The Board, staff, and consultants of the Delaware County Finance Authority are required to comply with the Records Management Policy and to cooperate fully with the Delaware County Records Center in all matters relating to records management.

Section 5: The Records Management Officer shall provide training and support to ensure that all staff understand their responsibilities under the Records Management Policy.

Section 6: The Records Management Officer shall report as needed to the Delaware County Finance Authority Board on the status of records management within the organization, including any issues or recommendations for improvement.

Section 7: The Schedule of Records Retention is found in Attachment 1 to this Resolution. The Records Management Officer will manage the retention of records in accordance with this schedule.

Section 8: This Board finds and determines that all formal actions of this Board concerning and related to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board that resulted in formal actions were taken in meetings open to the public, in compliance with all legal requirements, including but not limited to, Sections 121.22 and 4582.58 of the Ohio Revised Code, except as permitted otherwise thereby.

Section 9. This Resolution shall take effect at the earliest time permitted by law.

Adopted Feb 12th, 2025, by the Delaware County Finance Authority Board, 5 members concurring.

Attest: 

Franz Geiger
Secretary
Delaware County Finance Authority

Attachment 1

Schedule Number	Record Title & Description	Retention Period	Media Type
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RESOLUTION NO. 25-003

25-01	Bank Statements	Three years provided audited by the Auditor of State	Paper and/or electronic
25-02	Contracts	10 years after expiration	Paper and/or electronic
25-03	Correspondence (Routine): Includes referral letters, requests for routine information or publications provided to the public by DCFA which are answered by standard letter	One year or until no longer of administrative value	Paper and/or electronic
25-04	Correspondence (Administrative): Includes both internal and external correspondence from various individuals, companies, and organizations requesting information pertaining to the DCFA and other inquiries. This correspondence is informational not influencing policy	Two years or until no longer of administrative, fiscal or legal value	Paper and/or electronic
25-05	Correspondence (Executive): Includes correspondence of the Board or County Economic Development Director dealing with significant aspects of the administration of the office. This includes information concerning policies, programs, fiscal, and personnel matters	Five years or until no longer of administrative, fiscal or legal value	Paper and/or electronic
25-06	Invoices (paid) Minutes of meetings (official copy)	Office copy kept four years	Paper and/or electronic
25-07	Notices (purpose of informing public)	Permanent	Paper and/or electronic/microfiche
25-08	Resolutions/signed	Until no longer of administrative value	Paper and/or electronic
25-09	Transient documents: Includes drafts, messages, duplicates/copies, notes	Permanent	Paper and/or electronic/microfiche
25-10		Until no longer of administrative value	Paper and/or electronic
25-1	Bonds, Grants, Loans, Tax Credit Programs Includes: Agreements, Resolution, notifications, associated financial records, contracts, Executive Correspondence, application materials	8 years after expiration of the bond, grant, tax credit program expired or terminated	Paper and/or electronic

Policy 10.0 Credit Card Issuance and Use (Adopted 11/17/18)

The Treasurer of the Authority is hereby authorized to secure Credit Cards in the name of the Authority, through the current financial institution of the Authority, for use by those persons authorized by Resolution of the Board (the "Users"). The Credit Card issued to each User shall be used solely for the uses permitted by this Manual, Bylaws, and by the Resolution in which it was issued, and shall remain the property of the Authority. The User shall be responsible for the use and security of the Credit Card that is issued to them. It is the responsibility of the User to report lost or stolen Credit Cards to the Treasurer immediately (defined as the moment the User realizes or otherwise becomes aware that the Credit Card has been lost or stolen). Once notified, the Treasurer shall immediately contact the financial institution of the Authority.

Authorized uses of the Credit Cards shall be limited to:

1. Meal and Entertainment expenses, as authorized by this Manual and/or the Bylaws.
2. Office supplies, equipment, or other items used in the daily operation of the Authority.
3. Seminars, trainings, memberships, or travel and lodging expenses.
4. Marketing efforts and advertising costs.
5. Any other use as authorized by Resolution of the Board.

Credit Card purchases shall, to the extent possible, exclude Sales Tax. Each purchase shall generate a receipt that shall be submitted to the Treasurer by the end of the month in which the purchase was made. Each Credit Card shall carry a maximum \$5,000.00 credit limit. All purchases are subject to funding availability in the current Authority budget.

In the event that a non-authorized purchase is made inadvertently, the User shall reimburse the Authority the full amount of the purchase.

The following "Card Holder Agreement" shall be executed by the User and the Treasurer at the time of Credit Card issuance.

CARD HOLDER AGREEMENT

I, _____, hereby acknowledge that I have received and have read the Delaware County Finance Authority Policy Manual and the Delaware County Finance Authority Bylaws, specifically those sections related to Credit Cards. I agree that I am responsible for the security of the Credit Card that I am being issued, as well as, any and all purchases made by the Credit Card. I am aware of the spending limits and budget compliance requirements. I agree to immediately surrender the Credit Card upon demand by the Treasurer or the Chairperson.

Signature

Date

Treasurer

Date

Card Number Last Four Digits _____

Policy 11.0 Inventory (Adopted 11/17/18)

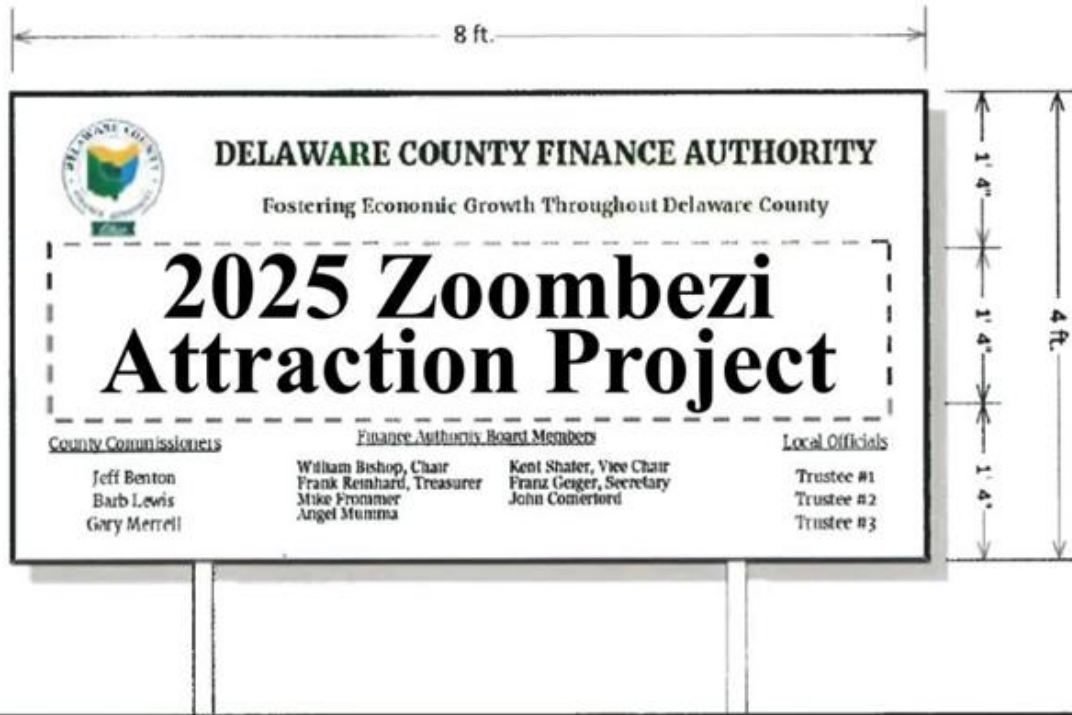
All fixed assets of the Authority shall be listed in the Inventory Form of the Authority by name, description, identifying number (if applicable), purchase price, purchase date, current value, and location. The Inventory shall be updated annually, and a verification Resolution shall be adopted at the annual Organizational Meeting of the Board. Examples of fixed assets include, but are not necessarily limited to computers and other office equipment, digital recorders, audio and video equipment, etc. Staff and consultants in support of the Board are responsible to maintain the inventory of fixed assets and will use the following Inventory Form:

INVENTORY FORM

Item	Description	ID#	Purchase Price	Purchase Date	Current Value	Location

Policy 12.0 Signage (Adopted 11/17/18)

The Authority hereby adopts signage standards applicable to all projects that the Authority participates in. The standard sign specifications, included in this policy, shall be erected at each project site near the entrance or common area or wherever other project signage is to be erected. All costs of the signage shall be paid by the Applicant to the Authority program. Deviations from the approved signage standard shall seek prior approval from the Chairperson. The signage requirements will be included as part of the Lease or other applicable project document.



Policy 13.0 Prohibitions (Adopted 11/17/18)

Pursuant to the Authority Creation Resolution (Appendix I), the Authority shall not engage in the following activities, without prior written consent of the Board of Commissioners, Delaware County, Ohio:

1. Issue voted bonds or notes in accordance with ORC Section 4582.31(A)(7);
2. Levy an ad valorem property tax upon the affirmative vote of the qualified electors within the Authority voting at an election held for the purpose in accordance with ORC Section 4582.40.
3. Exercise the right of eminent domain in accordance with ORC Section 4582.31(A)(17) with respect to any property or interest therein without the consent of the legislative authority of each municipality or township in which the property is located.
4. Participate in any undertaking that involves the relocation of a business from one political subdivision within the territory of the Authority to another political subdivision within the territory of the Authority;
or
5. Hire employees.

Policy 14.0 Investment Policy (Adopted 8/14/24)

Investment Policy

This document, in conjunction with the Ohio Revised Code, as amended, will govern the investment activities of the Delaware County Finance Authority.

The purpose of the investment account is to generate income consistent with market rates of return while maintaining the safety of the portfolio's principal value and liquidity necessary for ongoing operations.

The Treasurer of the DCFA or other designated person will conduct all investment activities. A current list of individuals authorized to process investment related transactions for the Delaware County Finance Authority will be maintained with this policy which include DCFA Treasurer and Designated Staff by Treasurer.

The Delaware County Finance Authority will be permitted to invest in any security specifically authorized by the Ohio Revised Code, Section 135.35, as amended, or other relevant sections. However, investments options will be primarily reserved to STAR Ohio, other no-load money market mutual funds rated in the highest category by at least one rating agency and certificates of deposit at levels that are within the insurable limits from the Federal Deposit Insurance Corporation.

The Treasurer or designee should normally seek to diversify its holdings of investments by avoiding concentrations of specific issuers. An itemized listing of the portfolio holdings will be outlined in monthly financial reports as submitted for review and approval by the Board of the Delaware County Finance Authority.

Under the guidelines of this policy, no security will be purchased that has a remaining term to final maturity of more than five (5) years unless matched against a specific liability as per the Ohio Revised Code.

A copy of this policy will be filed with the Auditor of State. The effective date of this policy is August 14, 2024.

Policy filed with Auditor of State:

APPENDIX IV – Programs

Sales Tax Exemption Program (STEP) (Adopted 07/24)

Staff and consultants in support of the Board will be responsible for administering the STEP program on a day-to-day basis. They will establish, maintain, and update applications, structural requirements, and validation/auditing processes as may be required by law and/or to provide efficiency and accountability. The checklist below generally describes the process used and will be modified and/or updated as may be necessary.

Delaware County Finance Authority

Checklist for Sales Tax Projects

Project: _____

Application Date: _____

Item	Assigned to	Date Completed/Received
Completed application including: <input type="checkbox"/> Narrative history of applicant <input type="checkbox"/> Site Plan <input type="checkbox"/> Project Description <input type="checkbox"/> Projected Budget <input type="checkbox"/> Anticipated Construction material costs. <i>*Send Application to TAFT, DCFA Financial, & County Staff*</i>	Delco Economic Development	Received on: _____
Non-refundable \$2,500 application fee	Delco Economic Development	Received on/by: _____
Finance and Development Subcommittee Approval	-	Approved on: _____
Resolution Created/Signed: Resolution #: _____	Delco Economic Development/TAFT	_____
Full Board Approval	-	Approved on: _____
Signed Indemnification Agreement	TAFT	_____
Signed Term Sheet:	TAFT	_____
Refundable \$12,500 deposit <i>*Invoice sent to Developer, TAFT, DCFA Financial, County Staff*</i>	Delco Economic Development	Invoice Sent: _____ Received on: _____
Executed Ground Lease/Memo	TAFT	_____
Executed Project Lease/Memo	TAFT	_____
Executed Construction Services Agreement	TAFT	_____
Executed versions of any other documents if applicable (e.g., mortgage, attornment agreement)	TAFT	_____
Recorded Memo of Ground Lease	TAFT	_____
Recorded Memo of Project Lease	TAFT	_____
DCFA Closing Fee Paid Amount to DCFA: \$ _____		Invoice sent: _____ Received on/by: _____
Closing Date: _____		
Final Documents Sent to DCFA County Staff	TAFT	_____

Delaware Economic Development Department will assist with signatures on documents

Bond Financing Programs (Adopted 07/24)

Staff and consultants in support of the Board will be responsible to administer the Bond financing programs on a day-to-day basis. They will establish, maintain, and update application, procedural requirements, and validation/auditing processes as may be required by law and/or to provide efficiency and accountability. The checklist below generally describes the process used and will be modified and/or updated as may be necessary.

**Delaware County Finance Authority
Checklist for Bond Projects**

Project: _____

Project Contact: _____

Item	Assigned to	Date Completed/Received
Completed application including: <input type="checkbox"/> Narrative history of applicant <input type="checkbox"/> Site Plan <input type="checkbox"/> Project Description and Budget <input type="checkbox"/> Anticipated Construction material costs. <i>*Send Application to TAFT, DCFA Financial, & County Staff*</i> <i>Adding Andy's Section</i>	Delco Economic Development	Completed: Received:
Non-refundable \$2,500 application fee	Delco Economic Development	Received on:
Finance and Development Subcommittee Approval	-	Approved on:
Full Board Approval	-	Approved on:
Resolution Created/Signed: Resolution #:	Delco Economic Development/TAFT	
Signed Indemnification Agreement	TAFT	
Signed Term Sheet	TAFT	
Executed Indenture Supplement	TAFT	
Executed Cooperative Agreement	TAFT	
Executed Bond Purchase Agreement (if applicable)	TAFT	
Preliminary Official Statement printed (if applicable)	TAFT	
Final Official Statement printed (if applicable)	TAFT	
Executed Closing Certificates	TAFT	
Passage of non-DCFA Approving Resolutions	TAFT	
Executed Legal Opinions	TAFT	
Execution of Trustee Documents (certificates, investment forms)	TAFT	
Executed versions of any other documents if applicable (e.g., mortgage, attornment agreement, leases)	TAFT	
Investment Advisory Committee Approval (if required)	TAFT	

Completion of Tax Analysis (if applicable)	TAFT	
Sign off on final closing documents from all parties	TAFT	
Anticipated Closing Date:	-	-
Refundable \$12,500 deposit <i>*Send invoice to TAFT, DCFA Financial, & County Staff*</i>	Delco Economic Development	Invoice Sent on: \$ Received on:
DCFA Closing Fee Paid Amount to DCFA: \$	Delco Economic Development	Invoice Sent on: \$ Received on:
Final Documents sent to Economic Development	TAFT	

Delaware Economic Development Department will assist with signatures on documents