

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____, _____

RESOLUTION NO. 2023-09

A RESOLUTION ESTABLISHING POLICY GOVERNING THE SECURITY AND DEPOSIT OF RECEIPTS

WHEREAS, it is necessary for the Village of Doylestown to maintain bank accounts for the Village needs, including, but not limited to, deposits and check writing services;

WHEREAS, the Village Fiscal Officer is responsible for deposits of public moneys for the benefit of the Village, and

WHEREAS, PNC is the current financial institution for deposits of public funds, and is a financial institution corporation under the laws of the State of Ohio;

WHEREAS, the Council desires to change financial institutions to U.S. Bank National Association who has offered these banking services to the Village of Doylestown as set forth in the Master Services Agreement attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Doylestown, Wayne County, Ohio, that:

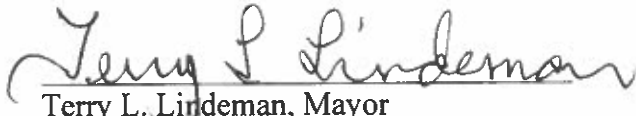
SECTION 1: The change of financial institution, from PNC to US Bank National Association is hereby approved.

SECTION 2: The Fiscal Officer and Mayor are hereby authorized to sign all documents necessary to accomplish the aforementioned change in banking institutions, including, but not limited to, the Master Service Agreement attached hereto.

SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that results in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED: March 1, 2023

Attest:


Terry L. Lindeman, Mayor


Kristen J. Robison, Clerk

EXHIBIT A

Master Services Agreement

Customer Tax Identification Number: 34-6000873

I, TERRY L. LINDEMAN, HEREBY CERTIFY that I am MAYOR of THE VILLAGE OF DOYLESTOWN ("Customer"),
an entity organized under the laws of the State of OHIO

I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.
6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

Master Services Agreement

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature: _____
 Print name: TERRY L. LINDEMAN
 Print title: MAYOR
 Email address: mayorlindeman@doylestown.com
 Date: 3/2/23

Signature: _____
 Print name: KRISTEN J. ROBISON
 Print title: FISCAL OFFICER
 Email address: kristen@doylestown.com
 Date: 3/2/23

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

For Internal Use Only:			
Review _____	Validation Method _____	TL Review _____	Imaged _____