

ORDINANCE NO. 7145

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE 2025 SIDEWALK, CURB AND GUTTER PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the 2025 Sidewalk, Curb & Gutter Program in accordance with law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The bid submitted by R.A. Miller Construction Co., in the amount of Four Hundred and Sixty-Five Thousand, Three Hundred Fifty-One Dollars and Seventy Eight Cents (\$465,351.78) for the 2025 Sidewalk, Curb and Gutter Program, pursuant to the bid forms submitted March 11, 2025, is hereby determined to be the lowest and best bid after bidding conducted according to law, and is hereby accepted.

Section 2.

The City Manager is hereby authorized to enter into a contract with R.A. Miller Construction Co. for the 2025 Sidewalk, Curb and Gutter Program, in accordance with the terms contained in the bid specifications dated March 11, 2025.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, and for the further reason that this contract is needed at the earliest possible date to remain on schedule; therefore, this measure shall take effect and be in force from and after its passage.

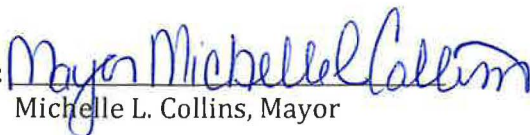
Passed: April 1, 2025

Attested:



Keysha Alexander, Clerk of Council

Approved:


Michelle L. Collins, Mayor

2025 SIDEWALK, CURB & GUTTER PROGRAM

City of Miamisburg, OH 45342

Prepared by City Engineer

BID TABULATION

BID OPENING DATE: March 11, 2025

City of Miamisburg Engineer's Estimate \$593,600.00	RA Miller Construction Co. Hamilton, OH \$465,351.78	Multi Task Construction, LLC New Carlisle, OH \$470,867.88	A To Z Property Maintenance, LLC Troy, OH \$530,624.25
Elams Excavating Goshen, OH \$537,535.25	W G Stang Hamilton, OH \$728,655.00		

2025 Program Sidewalk, Curb, & Gutter Program

<u>Street</u>	<u>From</u>	<u>To</u>
Marsha Drive	Nouvelle Drive	Warwick Dr
Somerset Drive	Marsha Drive	Dead end
Jena Court	Ashley Drive	Cul-de-sec
Ashley Drive	Maue Road	Dead end
Clemens Court	Bonniebrook Drive	Cul-de-sec
Bonniebrook Drive	Benner Road	Decker Street
Woodedge Court	Bonniebrook Drive	Cul-de-sec
Coldstream Court	Bonniebrook Drive	Cul-de-sec
Prestige Place	Corp line	Prestige Plaza
Prestige Plaza	SR 741	SR 725
Fiesta Lane	Prestige Plaza Drive	Prestige Plaza Drive
Marsha Court	Marsha Drive	Cul-de-sec
Dunes Drive	Marsha Drive	Dead end

ORDINANCE NO. 7146

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE 2025 ASPHALT PAVING PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the 2025 Asphalt Paving Program in accordance with law; and

WHEREAS, the City and Miami Township have entered into a Project Agreement for joint participation in the 2025 Asphalt Paving Program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The bid submitted by Barrett Paving Materials, Inc. in the amount of One Million, One Hundred Eighty Three Thousand, Four Hundred Ninety One Dollars and Seventy Five Cents (\$1,183,491.75) for the 2025 Asphalt Paving Program pursuant to the bid forms submitted March 18, 2025, is hereby determined to be the lowest and best bid after bidding conducted according to law and is hereby accepted.


Section 2.

The City Manager is hereby authorized to enter into a contract with Barrett Paving Materials, Inc. in accordance with the terms contained in the bid specifications dated March 18, 2025.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed as soon as possible to remain on schedule for the summer road maintenance season, therefore, this measure shall be in force from and after its passage.

Passed: April 1, 2025

Attested: 
Keysha Alexander, Clerk of Council

Approved: 
Michelle L. Collins, Mayor

2025 ASPHALT PAVING PROGRAM

City of Miamisburg, OH 45342

Prepared by City Engineer

BID TABULATION

BID OPENING DATE: March 18, 2025

City of Miamisburg Engineer's Estimate	Barrett Paving Materials, Inc. Middletown, OH	John R. Jurgensen Co. Dayton, OH
\$1,350,000.00	\$1,183,491.75	\$1,455,253.80

2025 ASPHALT PAVING PROGRAM

<u>STREETS</u>	<u>FROM</u>	<u>TO</u>
Alexandersville Road	Manton Drive	Rosina Drive
Brookstream Court	Alexandersville Road	Cul-de-sac
Casilla Court	Vista Ridge Drive	Cul-de-sac
Crosley Court	Rosina Drive	Cul-de-sac
Drake Court	Sherwood Forest Drive	Cul-de-sac
E. Sycamore	Ninth Street	Dead End
S. First Street	South Main	Linden Ave.
Highridge Court	Brookstream Court	Cul-de-sac
Jamestown Drive	Rosina Drive	Plat Line
Lyncris Lane	Rosina Drive	Jamestown Drive
Vista Ridge Drive	S. Heincke Road	Leis Road

ORDINANCE NO. 7147

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE 2025 PAVEMENT MARKING PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, the Miami Valley Cable Council has advertised and received bids for the 2025 Pavement Marking Program in accordance with law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING, THAT:

Section 1.

The bid submitted by A & A Safety Inc., in the amount not to exceed Eighty One Thousand, Seven Hundred Twenty Three Dollars, & Fifty Six Cents (\$81,723.56) for the 2025 Pavement Marking Program pursuant to the bid forms submitted March 25, 2025, is hereby determined to be the lowest and best bid after bidding conducted according to law and is hereby accepted.

Section 2.

The City Manager is hereby authorized to enter into a contract with A & A Safety Inc. in accordance with the terms contained in the bid specifications dated March 25, 2025.

Section 3.

This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that this contract is needed at the earliest possible date to remain on schedule for the summer road maintenance season, therefore, this measure shall be in force from and after its passage.

Passed: April 1, 2025

Attested: 
Keysha Alexander, Clerk of Council

Approved: 
Michelle L. Collins, Mayor

2025 PAVEMENT MARKING PROGRAM

City of Miamisburg, OH 45342

Prepared by City Engineer

BID TABULATION

BID OPENING DATE: March 25, 2025,

City of Miamisburg Engineer's Estimate	A & A Safety Inc. Amelia, OH	First Star Safety LLC Cincinnati, OH	The Aero-Mark Co. LLC Aurora, OH
\$95,000.00	\$81,723.56	\$86,582.34	\$91,715.03

ORDINANCE NO. 7148

AN ORDINANCE TO AUTHORIZE A CUSTODY AGREEMENT BETWEEN THE CITY AND U.S. BANK NATIONAL ASSOCIATION FOR THE CITY'S MUNICIPAL TRUST FUND AND AUTHORIZING EXECUTION THEREOF.

WHEREAS, the Council (the "Council") of the City of Miamisburg, Ohio (the "City") has created and established the Municipal Trust Fund consisting of the proceeds from the sale of the Municipal Light Plant; and

WHEREAS, the Municipal Trust Fund is governed by Section 10.05 of the City's Charter; and

WHEREAS, the Municipal Trust Fund is held as a separate segregated account of the City; and

WHEREAS, the current depository bank for the Municipal Trust Fund has notified the City that they will no longer be able to provide depository services for such account; and

WHEREAS, U.S. Bank National Association ("U.S. Bank") has agreed to provide custody services for the Municipal Trust Fund;

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIAMISBURG, STATE OF OHIO, TWO-THIRDS OF THE ELECTED MEMBERS THERETO CONCURRING THAT:


Section 1. That the Custody Agreement, attached hereto, is hereby determined to be in compliance with Section 10.05 of the City's Charter.

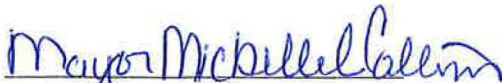
Section 2. That the Custody Agreement to be entered into between the City and U.S. Bank is hereby approved in substantial form as attached hereto and the City's Finance Director is hereby authorized to execute and deliver the Custody Agreement with such changes as are not adverse to the City and as are approved by the City's legal counsel.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code.

Section 4. That this Ordinance shall take effect at the earliest date permitted by law.

Passed: April 1, 2025

Attested: 
Keysha Alexander, Clerk of Council

Approved: 
Michelle L. Collins, Mayor

CUSTODY AGREEMENT

This Custody Agreement, dated as of _____, 2025 is by and between the City of Miamisburg, County of Montgomery, Ohio (the "City"), a political subdivision of the State of Ohio duly existing pursuant to the laws of the State of Ohio, and U.S. Bank National Association ("U.S. Bank"), a national banking association organized under the laws of the United States and duly authorized to exercise corporate trust powers under the laws of the State of Ohio, with a designated place of business located in Cincinnati, Ohio.

WHEREAS, the Council of the City has created and established the Municipal Trust Fund consisting of the proceeds from the sale of the Municipal Light Plant; and

WHEREAS, the Municipal Trust Fund is governed by Section 10.05 of the City's Charter, which is attached hereto as Exhibit A; and

WHEREAS, pursuant to Section 10.05 of the City's Charter, the City has created a Finance Committee to administer the Municipal Trust Fund in accordance with the City's Charter;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

Section 1. Definitions. The following terms shall have the following meanings when used herein:

"Account" means the account established in the name of the City and maintained under this Agreement for the Assets (as defined below) titled City of Miamisburg Municipal Trust Fund.

"Assets" means the securities, cash and other property, constituting the Account, which the City deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.

"Authorized Representative of the Finance Committee" means the City Manager or the City Finance Director.

"Business Day" means any day other than a Saturday, Sunday or legal holiday, on which U.S. Bank is open to the public for general banking purposes.

"Depository" means any central securities depository (such as The Depository Trust Company ("DTC"), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.

"Electronic Means" means a portable document format ("pdf") or other replicating image attached to an unsecured email, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by U.S. Bank). Messaging System, U.S. Bank's on-line portal or another method or system specified by Bank as available for use in connection with its services hereunder.

“Finance Committee” means the committee of the City created pursuant to Section 10.05 of the City’s Charter.

“State” means the State of Ohio.

Section 2. Appointment. The City appoints U.S. Bank to provide depository and custody services in connection with the Assets, consisting of the Account, and U.S. Bank hereby agrees to act in such capacity and perform such services upon the terms and conditions set forth herein.

Section 3. Deposit. The City hereby deposits or causes to be deposited. Assets in the initial amount of \$_____ consisting of cash and securities, as set forth on Exhibit B, attached hereto, with U.S. Bank to be held by U.S. Bank in trust for the benefit of the City of Miamisburg in an Account hereby established and titled City of Miamisburg Municipal Trust Fund.

Section 4. Acceptance. U.S. Bank hereby accepts the appointment and agrees to accept, as depository and custodian the Assets in the amount of \$_____ and such other sums and Assets as may hereinafter be deposited by or on behalf of the City for deposit in the Account subject to the terms and conditions set forth herein and in Section 10.05 of the City Charter attached hereto as Exhibit A and incorporated herein. U.S. Bank will keep the Assets separate and apart from the assets of U.S. Bank and any other deposits and accounts of the City at U.S. Bank.

Section 5. Books, Records and Accounts. U.S. Bank shall maintain proper books of account and complete records of Assets and transactions in the Account. On at least five business days advance written notice, U.S. Bank shall permit the City and the City’s independent auditors or the Auditor of State to inspect during regular business hours the books of account and records of Assets and transactions in the Account.

U.S. Bank will furnish the City with (i) a monthly Account statement within thirty (30) calendar days after the end of each month and (ii) a final Account statement within thirty (30) calendar days after U.S. Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent the City has established an account in U.S. Bank’s on-line portal and granted access thereunder to the Finance Committee, U.S. Bank will furnish such Account statements by way of such system.

The Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by U.S. Bank for the Account. Even so, the City has the right to demand that U.S. Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to the City.

Section 6. Asset Delivery Transfer. The City will from time to time deliver, or cause to be delivered, Assets to U.S. Bank. U.S. Bank shall receive and accept such Assets for the Account upon written directions from the City.

Upon receipt of written directions from the City, U.S. Bank shall return Assets to the City, or deliver Assets to such location or third party as such written directions may indicate, provided that in connection therewith it is the sole responsibility of the City to provide any transfer documentation as may be required by the applicable Depository or third party recipient. U.S. Bank

shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such written directions.

Section 7. Custody and Safekeeping. U.S. Bank, hereby agrees to exercise that degree of care required by law for the care, custody and protection of public funds in a manner consistent with Ohio Revised Code Chapter 135 and Section 10.05 of the City Charter.

Section 8. Powers of Bank. In the performance of its duties under this Agreement, U.S. Bank shall have the power to:

Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.

Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist U.S. Bank in exercising U.S. Bank's powers under this Agreement, including any service provider that is affiliated with U.S. Bank.

Hold un-invested Assets pending investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of U.S. Bank, notwithstanding any direction for the Account or U.S. Bank's receipt of "float" income from such un-invested cash.

Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.

Register any Asset in the name of U.S. Bank or U.S. Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that U.S. Bank's records at all times show that all such assets are part of the Account.

Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of U.S. Bank, U.S. Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at U.S. Bank's office in the United States and in a safe place.

Collect all income, principal, and other distributions due and payable on Assets. If the City directs U.S. Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then U.S. Bank will conduct such a search and notify the City of any such notice U.S. Bank finds therein.

Perform other acts necessary to the proper discharge of its duties under this Agreement.

Section 9. Purchases, Sales and Settlements. Upon receiving written authorization from an Authorized Representative of the Finance Committee to invest or sell assets in the Account, U.S. Bank shall acquire or sell the investments and deliver any acquired investments or the proceeds from sold investments to the Account.

All investments and Assets of the Account shall be in compliance with Ohio Revised Code Chapter 135 and Section 10.05 of the City Charter, which shall be the sole responsibility of the City, through the Finance Committee, to monitor and determine. U.S. Bank may conclusively rely upon the Finance Committee's written investment instructions as to both the suitability and legality of the directed investments.

Upon the receipt of written directions from an Authorized Representative of the Finance Committee, U.S. Bank shall settle the City's purchases of securities on a contractual settlement basis. For the purposes of Uniform Commercial Code § 9-206, the City acknowledges that its legal obligation to pay the purchase price to U.S. Bank for such purchases arises immediately at the time of the purchase. The City hereby covenants and agrees that (i) it shall not instruct U.S. Bank to sell any Asset until such Asset has been fully paid for by the City, and (ii) the City shall not engage in any practice whereby the City relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

To the extent U.S. Bank has received no investment direction as to cash Assets held in the Account, U.S. Bank will hold such Assets un-invested without liability for interest thereon.

Upon receipt of written directions from an Authorized Representative of the Finance Committee, U.S. Bank will deliver Assets held by it as U.S. Bank under this Agreement and sold by or for the City against payment to U.S. Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to U.S. Bank. The City acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. U.S. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but the City confirms its sole assumption of all risks of payment for such deliveries. U.S. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

U.S. Bank shall provide the City with settlement of all purchases and sales of Assets in accordance with U.S. Bank's instruction-deadline schedule provided that U.S. Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.

To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, the City covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) the City shall not notify any third party that U.S. Bank will settle the purchase of an Asset. The City covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.

U.S. Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by the City to purchase or sell securities for the Account.

Section 10. Representations and Warranties. The City makes the following representations and warranties to U.S. Bank:

(a) it is a municipal corporation and political subdivision of the State of Ohio duly organized and validly existing under the constitution of the State of Ohio and the laws of the State of Ohio and its Charter.

(b) It is legally empowered to execute, deliver and perform this Agreement. The Agreement has been duly approved by all necessary action and constitutes a valid and binding agreement enforceable in accordance with its terms.

(c) To the knowledge of the City, the execution, delivery and performance of the Agreement does not and will not violate or conflict with any provision of law applicable to the City, including its Charter, and does not and will not conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound.

(d) The City holds good and valid legal title to all Assets.

Section 11. Limitation of Duties. The City hereby acknowledges that U.S. Bank does not provide any services under this Agreement (i) in a “fiduciary capacity” within the meaning of 12 C.F.R. § 9.2(e) or (ii) as a “fiduciary” as such term may be defined in State law or otherwise. The duties of U.S. Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against U.S. Bank. U.S. Bank shall not be liable for actions taken under this Agreement other than for its own gross negligence or willful default. U.S. Bank may conclusively rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which U.S. Bank believes to be genuine and to have been signed or presented by an Authorized Representative of the Finance Committee. In no event shall U.S. Bank be liable for incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if U.S. Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action. Without limiting the generality of the foregoing, U.S. Bank shall have no duty to:

(a) Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of the City in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.

(b) Act as trustee of the Assets.

(c) Act as custodian of any assets other than the Assets.

(d) Act as investment manager of the Assets, except to the extent the Assets are subject to U.S. Bank’s discretion to manage under a separate written investment-management agreement (if any).

(e) Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.

(f) (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify the City in the event of such default or refusal.

(g) Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding debt or equity issue).

(h) Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit directions; or to question whether any direction received under this Agreement by Electronic Means, is unreliable or has been compromised, such as by identity theft.

(i) Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by U.S. Bank in its capacity as custodian under this Agreement or are expressly set forth herein. U.S. Bank shall have no responsibility for Form 1099-MISC reporting with respect to disbursements that U.S. Bank makes in an administrative or ministerial function to vendors or other service providers and shall have no tax reporting or withholding duties with respect to the Foreign Investment in Real Property Tax Act (FIRPTA). The City shall provide U.S. Bank Form W-9 and an original Form W-8, as applicable, for each payee, together with any other documentation and information requested by U.S. Bank in connection with U.S. Bank's reporting obligations under this Agreement. If such tax documentation is not so provided, U.S. Bank is authorized to withhold taxes as required by the Internal Revenue Code and related regulations.

(j) Monitor financial advisors and other agents hired by the City.

(k) Maintain or defend any legal proceeding in the absence of indemnification, to U.S. Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.

(l) Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

Section 12. Fees and Expenses. The City shall pay U.S. Bank compensation for providing services under this Agreement. A schedule of that compensation is attached as Exhibit C (Fee Schedule) hereto.

The City shall reimburse U.S. Bank for expenses, fees, costs, and other charges incurred by U.S. Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).

Section 13. Miscellaneous. U.S. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.

U.S. Bank represents and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning

the subject. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by the City and U.S. Bank. Notwithstanding the foregoing, if the terms of Exhibit C (Fee Schedule) hereto set forth a method for amending such exhibit, then such terms alone govern amendments thereto.

This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court.

This Agreement binds, and inures to the benefit of, the City, U.S. Bank, and their respective successors and assigns. No party may assign any of its rights under this Agreement without the consent of each other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, any corporation or association into which U.S. Bank may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which U.S. Bank shall be a party, or any corporation or association succeeding to all or substantially all of the custody business of U.S. Bank, shall be the successor of U.S. Bank hereunder, provided such corporation or association shall be qualified and eligible to act as custodian under applicable law, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

This Agreement is made solely for the benefit of the City and U.S. Bank. No person or entity other than such parties has any rights or remedies under this Agreement.

The City hereby acknowledges that it (i) did not receive legal advice from U.S. Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

U.S. Bank shall not have any duty to confirm that the person sending any notice, instruction or other communication (a "Notice") by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so.

Electronic signatures believed by U.S. Bank to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to U.S. Bank) shall be deemed original signatures for all purposes. The City assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to U.S. Bank, including without limitation the risk of U.S. Bank acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, U.S. Bank may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to U.S. Bank in lieu of, or in addition to, any such electronic Notice.

IN WITNESS WHEREOF, an authorized officer of each party hereby executes this Agreement on the date stated beneath that party's signature.

CITY OF MIAMISBURG, OHIO

By: _____

Its: _____

Title: _____

Dated: _____

U.S. Mail Address:

City of Miamisburg, Ohio
10 N. First Street
Miamisburg, Ohio 45342

Email Address:

jennifer.johns@cityofmiamisburg.com

U.S. BANK NATIONAL ASSOCIATION

By: _____

Its: Vice President and Relationship Manager

Title: _____

Dated: _____

U.S. Mail Address:

City of Miamisburg, Ohio
425 Walnut Street, CN-OH-W1OH
Miamisburg, Ohio 45202

Email Address:

carla.hofmann@usbank.com

EXHIBIT A

SECTION 10.05 CITY CHARTER

SECTION 10.05 MUNICIPAL TRUST FUND.

There is hereby created and established a fund designated as the Municipal Trust Fund into which shall be paid the proceeds realized from the sale of the Municipal Light Plant, and of any other property as determined by Council, after payment of any necessary expenses incident to such sale or sales. Said Fund shall be deposited in trust for the purposes of this section, in a bank or banks which are members of the Federal Deposit Insurance Corporation, and shall be continually secured by direct or indirect obligations of the United States of a market value at least equal to the amount on deposit, provided, however, that until such Fund, or any part thereof or interest thereon, is expended in accordance with the provisions of this section, any balance may be invested in such direct or indirect obligations of the United States as may be determined by the Committee herein established, or in certificates of deposits of banks approved by said Committee, or in bonds or notes which are obligations of the Municipality. Said Municipal Trust Fund shall be administered by a Committee hereby created and designated the Finance Committee which shall consist of, ex officio, the Mayor, the City Manager and the Finance Director, and four other members who shall be appointed by and whose tenure shall be fixed by Council, one of whom shall be an officer of a local bank, another a resident freeholder of the Municipality, another an officer of a bank located outside the corporate limits of the Municipality and the fourth an attorney who need not be a resident of the Municipality. Said Committee shall have power to act upon the concurrence of a majority of its members. The income received from said Fund may be used as appropriated by Council, provided, however, that no expenditure of any moneys representing the capital of said Fund shall be made without the recommendation concurred in by at least six members of said Committee, the affirmative vote of three-fourths of all members elected to Council, and the affirmative vote of a majority of the electors of the Municipality voting upon the question of such expenditure at a general or special election called for said purpose by ordinance, which ordinance shall prescribe the procedure under which said election may be held, provided, further, however, that said Committee shall have the authority, with the approval of Council, to enter into a trust agreement or agreements with a banking institution having appropriate trust powers, for the purpose of carrying out the intention of this section, which trust agreement shall not contain any provision inconsistent with this section.

(Amended Nov. 5, 1974)

EXHIBIT B

ASSETS AS OF APRIL __, 2025

Amount representing initial capital: \$5,252,465

Per ordinance No. 1739, dated March 3, 1970, as amended by Ordinance 1741, dated March 10, 1970

<u>Asset</u>	<u>Maturity Date</u>	<u>Cost Basis</u>	<u>Maturity Value</u>	<u>Market Value</u>
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EXHIBIT C
FEE SCHEDULE

Annual Custody Fee of \$2,000 payable in advance