

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This is an agreement between **Lorain National Bank**, a National bank located and doing business in **Lorain County** through an office in **Avon**; and **City of Avon** whereby **City of Avon** accepts the bank's offer to serve as public depository during the period from **June 1, 2013 through December 31, 2016 inclusive**.

Therefore, under this agreement the sub-division will appoint **Lorain National Bank** as its depository and will deposit funds as enumerated below:

- a) **City of Avon** will deposit active funds and the bank will accept to a maximum of **\$15,000,000.00** or any part thereof. For the service of making active funds accessible by demand, check, draft or other similar instrument, the bank may charge a reasonable fee, as enumerated under Section 135.16 of the Ohio revised Code.
- b) **City of Avon** will deposit and the bank will accept as inactive deposits a maximum of **\$15,000,000.00** or any part thereof. The bank will issue Certificates of Deposit during the period of designation in the amount desired.

The following is a schedule of rates of interest presently being paid on Certificates of Deposit:

\$ _____ to be held for not less than 90 days inclusive at _____ 0.12%*
\$ _____ to be held for not less than 180 days inclusive at _____ 0.17%*
\$ _____ to be held for not less than 365 days inclusive at _____ 0.30%*

* All rates on large balances are negotiable.

- c) **City of Avon** will deposit and the bank will accept as interim deposits a maximum of **\$15,000,000.00** or any part thereof. The bank will issue Certificates of Deposit during the period of designation in the amount deposited. The following is a schedule of rates of interest presently being paid on Certificates of Deposit:

\$ _____ to be held for not less than 90 days inclusive at _____ 0.12%*
\$ _____ to be held for not less than 180 days inclusive at _____ 0.17%*
\$ _____ to be held for not less than 365 days inclusive at _____ 0.30%*

* All rates on large balances are negotiable.

For inactive and interim deposits, the interest payable on Certificates of Deposit will be at the maturity thereof or at the time of withdrawal prior thereto. Also, for inactive and interim deposits, the interest rates are subject to change from time to time. While the information contained in this agreement represents current interest rates, in the future, such quotations should be obtained from the bank during normal banking hours. If a deposit is renewed, it shall carry the then prevailing interest rate at that time on that type of deposit.

The total amount thus awarded under this agreement totals \$15,000,000.00* which does not exceed the limitations set forth under Chapter 135 of thirty percent (30%) of total assets.

The bank will secure all public deposits at the bank's option under either Section 135.18 or Section 135.181, in an amount sufficient to meet the requirements of Chapter 135.

On the last business day of each month during the period that any funds awarded pursuant to this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active monies in its possession. The bank may charge a reasonable fee for providing monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135 and any amendments thereto. The bank also further agrees that it will abide by any state and federal laws, rules or regulations or any amendments thereto. If any such laws, rules or regulations are changed or amended during the terms of the designation as public depository, and if the change of laws, rules or regulations will cause this agreement to become unlawful, at the bank's option, this agreement shall be limited so as not to extend beyond the date when such change becomes effective.

As part of this agreement, the depositor agrees to be subject to the rules which govern the accounts in which the depositors' funds are deposited. Also, the depositor agrees to provide the bank the names and signatures of those persons authorized to execute drafts on and to make withdrawals from the accounts, and to provide such documentation establishing these persons authority as the bank may request.

City of Avon

Lorain National Bank

By: _____

By: _____

Marianne O'Connor
Vice President – Treasury Mgmt.

Dated: _____