



**CITY OF BROADVIEW HEIGHTS  
RESOLUTION NO. 2025-104**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**A RESOLUTION DESIGNATING THE HUNTINGTON NATIONAL BANK AS  
DEPOSITORY FOR CITY FUNDS IN THE CITY OF BROADVIEW HEIGHTS AND  
DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS,  
COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. That the Huntington National Bank is hereby designated as the depositories for funds of the City of Broadview Heights for a period of five (5) years beginning the first day of July, 2025 and ending the thirtieth day of June, 2030.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 23<sup>rd</sup> day of June, 2025

  
\_\_\_\_\_  
Robert Boldt, President of Council

  
\_\_\_\_\_  
Samuel J. Alai, Mayor

June 23, 2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Attest: Robin Parsons, Clerk of Council

June 23, 2025  
\_\_\_\_\_  
Date

## Request for Council Authorization to Purchase Form

<b>Description of Item or Service</b>	Huntington National Bank - Depository Agreement
<b>Vendor</b>	Huntington National Bank
<b>Dates of Contract</b>	6/30/2025 - 6/29/2030
<b>Contract or Purchase Price</b>	<b>\$0.00</b>
If over \$77,250 - Was purchase competitively bid	n/a
If under \$77,250 Were Multiple Quotes Obtained	n/a
If no, state reason	n/a
State Contract or Other Purchasing Consortium Contract Number	n/a
If yes, list other pricing or attach separate sheet:	n/a

I hereby certify, that to the best of my knowledge the above information is true, accurate, and complete.

*[Handwritten Signature]*

*6/9/2025*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For Finance Department Usage:**

Account Number	Amount
n/a	n/a

I hereby certify there are sufficient funds lawfully appropriated for the proposed expenditure and the funds are in the treasury or in the proper fund, free from any previous encumbrances.

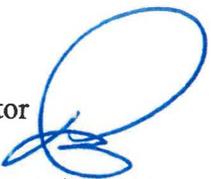
*N/A - Non-Monetary Agreement.*

**Finance Director:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Notes:**  
 This contract sets the maximum amount we can have on deposit with Huntington at any given time, it does not establish the fees we pay. Therefore, while we pay banking fees, they are not part of this agreement.

**City of Broadview Heights  
Interoffice Memorandum**

To: Members of Council  
From: David A. Pfaff, Finance Director  
Date: June 9, 2025  
Re: Huntington National Bank – Depository Agreement



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In order for the City to deposit monies with a financial institution, we are required to have a Depository Agreement with the bank. These are five year agreements, our current agreement with Huntington National Bank expires on June 29, 2025.

With your approval, I am requesting that we renew our agreement with Huntington National Bank. Please note, while we do pay banking fees, this agreement does not establish those fees, this just authorizes the maximum amount of deposits that Huntington will accept from the City.

Please let me know if you have any questions.

cc: Sam Alai, Mayor



**AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS - OHIO**

This Agreement for Deposit of Public Funds – Ohio (the “Agreement”) is entered into as of the date last executed below, by and between The Huntington National Bank (hereafter “Huntington”) and **City of Broadview Heights** (hereafter the “Public Entity”).

WHEREAS, Huntington is a public depository providing deposit products in accordance with Ohio Revised Code (ORC) Section 135, et seq.;

WHEREAS, the Public Entity wishes to deposit active, interim and/or inactive funds with Huntington; and  
WHEREAS, Huntington agrees to provide the deposit services to the Public Entity as more fully described herein.

NOW THEREFORE, for consideration the receipt and sufficiency of which is hereby acknowledged, Huntington and the Public Entity agree as follows:

**Deposit Amounts**

For the period commencing on **6/30/2025** and through **6/29/2030**, the Public Entity designates Huntington as an approved depository and Huntington will accept for deposit the following:

A. Active Deposits:	Up to the maximum sum of .....	\$7,500,000
B. Interim Deposits:	Up to the maximum sum of .....	\$10,000,000
C. Inactive Deposits:	Up to the maximum sum of .....	\$0
D. Total sum of Active, Interim and Inactive Deposits will not exceed .....		\$17,500,000

**Security**

Huntington participates in the Ohio Pooled Collateral Program (OPCP). Huntington provides collateral for each account at the collateral floor as set by the Ohio Treasurer’s office, or as otherwise noted on Exhibit A.

**Huntington’s Business Deposit Account Agreement: the Proposal: Entire Agreement**

The Business Deposit Account Agreement (formerly known as the “Rules and Regulations”) as published from time to time by Huntington shall govern the accounts established by the Public Entity, except as expressly provided herein, or as provided in the proposal as published by Huntington and accepted by the Public Entity.

**Terms**

Capitalized terms not defined in this Agreement shall have the meanings set forth in ORC 135, et. seq.

**Assignment**

Neither Huntington nor the Public Entity may assign or transfer this Agreement without the written consent of the other. Notwithstanding the foregoing, Huntington may assign or transfer this Agreement to any successor, subsidiary, parent or affiliate, or pursuant to any merger, sale, consolidation or other internal reorganization of Huntington.

**Severability**

If at any time any portion of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such portion shall be of no force and effect, but the illegality or unenforceability of such portion shall have no effect upon and shall not impair the enforceability of any other part of this Agreement.

**Notices**

All notices, requests, demands or other communications and deliveries required or authorized under this Agreement shall (a) be in writing, and (b) be sent by certified mail, private courier with return receipt or sufficient tracking to evidence delivery, or electronically; and, addressed to the attention of the signatories below, or as otherwise designated in writing to the other party. Such notice shall be effective upon confirmed receipt and a reasonable time to act.

**Termination**

Notwithstanding the period of time set forth above, Huntington or the Public Entity may terminate this Agreement by giving notice at least thirty (30) days prior to the effective date of termination. This Agreement may terminate, and/or become null and void, prior to the end of the designated time period stated above if an amendment of law or regulation causes this Agreement to be unlawful.

**Amendment**

This Agreement may not be amended or modified except in a writing executed by Huntington and the Public Entity.

**Execution and Counterparts**

This Agreement may be executed electronically and in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed signature page counterpart to this Agreement via telecopier facsimile transmission or other method of electronic transmission (including, without limitation, a "pdf" file, email or other electronic signature and delivery technology) shall be effective as if it were delivery of a manually delivered, original, executed counterpart thereof.

Huntington and the Public Entity, by and through their respective duly authorized representatives, hereby enter into this Agreement for Deposit of Public Funds - Ohio.

**CITY OF BROADVIEW HEIGHTS**

By: \_\_\_\_\_



Samuel J. Alai

Its: Mayor

**THE HUNTINGTON NATIONAL BANK**

By: Patrick McCarthy, Senior Vice President

By: Maureen Shildwachter, Senior Vice President

**Address:**

200 Public Square

Cleveland, OH 44114

Date: June 23, 2025

**Address:**

9543 Broadview Road

Bldg 7

Broadview Heights, OH 44147