

ORDINANCE NO.: 2022-67

FIRST READING August 8, 2022

SECOND READING WAIVED

INTRODUCED BY: DENNIS GALCKI

THIRD READING WAIVED

**ORDINANCE APPROVING THE INVESTMENT MANAGEMENT AGREEMENT WITH MEEDER PUBLIC FUNDS, INC., AUTHORIZING THE MAYOR TO EXECUTE BOTH, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village of South Russell desires to appoint Meeder Public Funds, Inc. ("Meeder") as its discretionary investment manager to manage certain investments of the Village; and

**WHEREAS**, Council for the Village of South Russell and Meeder have agreed upon the terms and conditions of said appointment, which appointment is more fully described in the Investment Management Agreement attached hereto as Exhibit A and the accompanying Custody Fee Schedule attached hereto as Exhibit B.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of South Russell, Geauga County, Ohio that:

**SECTION 1.** The appointment of Meeder to provide discretionary investment management services to the Village of South Russell regarding certain investments of the Village for the annual fee of \$5,000.00 is hereby approved pursuant to the terms and conditions in the Investment Management Agreement, attached hereto as Exhibit A, and the accompanying Custody Fee Schedule, attached hereto as Exhibit B.

**SECTION 2.** The Mayor is hereby authorized to execute both the Investment Management Agreement and the Custody Fee Schedule to cause the Village of South Russell to formally appoint Meeder to provide such discretionary investment management services as described in the Investment Management Agreement and accompanying Custody Fee Schedule.

**SECTION 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

**SECTION 4.** That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that the Village desires to obtain the discretionary investment management services of Meeder immediately; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

  
\_\_\_\_\_  
Mayor - President of Council

ATTEST:

Danielle Romanowski  
Fiscal Officer

I certify that Ordinance No. 2022-67 was duly enacted on the 8<sup>TH</sup> day of AUGUST, 2022, by the Council of the Village of South Russell, and posted in accordance with the Codified Ordinances of the Village.

Danielle Romanowski  
Fiscal Officer



# Investment Management Agreement

## Meeder Public Funds

This Investment Management Agreement ("Agreement") is effective as of the date executed by and between Meeder Public Funds, Inc. ("Meeder"), its applicable affiliates, and the undersigned account owner ("Client").

1. **Investment Management Services.** Under this Agreement, Meeder provides discretionary investment management services for public entity clients in accordance with the terms of the applicable state investment code and investment policy.

2. **Appointment.** Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement ("Account"). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to any Investment Policy Statement provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

3. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

4. **Custody.** Meeder will not assume physical custody of the Account or any portion of it. Client shall establish a custodial account with a qualified custodian ("Custodian"). Client will receive from the Custodian account statements and confirmations identifying assets and transactions in the Account. All transactions will be consummated by payment to, or delivery by, the Custodian of all cash, securities and other assets due to or from the Account. The Custodian shall be responsible for investing any daily cash balances in the Account and Meeder will not exercise discretion to select sweep vehicles for the Account.

5. **Investment Objectives and Restrictions.** Client may provide Meeder with an Investment Policy Statement or other written directions setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client's responsibility to inform Meeder in writing of any changes or modifications to the Investment Guidelines, which shall be given ten days in advance of any such change.

6. **Brokerage.** Unless otherwise directed, Meeder will place trades for the Account through such brokers or dealers as it may select. When selecting brokers, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers.

7. **Trade Aggregation.** Meeder may aggregate trades for multiple clients when, in the adviser's judgment, aggregation is in the best interests of the clients involved. Orders are aggregated to facilitate best execution and allocate equitably among clients the effects of any market fluctuations that might have otherwise occurred had these orders been placed independently. Where it is not possible to obtain the same execution price for all

securities purchased or sold on an aggregated basis, Meeder may allocate trades equitably among its clients using the average execution price.

8. **Fees.** For the services provided in accordance with this Agreement, Client will pay an investment advisory fee as indicated on Schedule A to this Agreement. Investment advisory fees do not include custody fees charged by Client's selected Custodian. Where Client has elected to have fees deducted, Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder.

9. **Solicitor Arrangements.** Meeder accepts Clients referred through unaffiliated introducing advisors ("Solicitors") and Meeder Public Funds, Inc. may pay a referral fee directly or through its affiliate, Meeder Advisory Services, Inc., in connection with Client's Account. Each Client who is introduced to Meeder by a Solicitor will acknowledge the amount of the referral fee in a separate Written Disclosure Statement.

10. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third parties for opening, administering or advising certain financial products offered to advisory clients, including STAR Ohio and the Government Insured Deposit Program (GIDP). Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

11. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian. Client agrees that Meeder will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of such securities.

12. **Electronic Delivery.** Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2, and other general communications.

13. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

14. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

15. **Meeder's Representations.** Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

16. **Client's Representations.** Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

17. **Term.** This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

18. **Limitation of Liability.** Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

19. **Assignment.** This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

20. **Amendment.** This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

21. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State.

22. **Severability.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

23. **Affiliates.** To the extent necessary to carry out the terms of this Agreement, any named affiliate of Meeder shall be deemed to be a party to the Agreement for that purpose.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

MEEDER PUBLIC FUNDS, Inc.

\_\_\_\_\_  
BY  
\_\_\_\_\_  
TITLE  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
DATE

Village of South Russell

William G. Koons

\_\_\_\_\_  
BY  
**Mayor**  
\_\_\_\_\_  
TITLE  
*William G. Koons*  
\_\_\_\_\_  
SIGNATURE  
*8-9-2022*  
\_\_\_\_\_  
DATE

Village of South Russell

Danielle Romanowski

\_\_\_\_\_  
BY  
**Fiscal Officer**  
\_\_\_\_\_  
TITLE  
*Danielle Romanowski*  
\_\_\_\_\_  
SIGNATURE  
*8-9-2022*  
\_\_\_\_\_  
DATE



# Meeder Public Funds

## Schedule of Fees

As of January 2020

### Flat Fee

Flat Fee For the services provided in accordance with this Agreement, Client shall pay Meeder an annual investment advisory fee ("Fee") of \$5,000, billed quarterly in arrears in equal installments of \$1,250. The Fee will be deducted directly from the Amount. If this Agreement commences or terminates at any time other than at the beginning or end of a period, the first or last fee shall be prorated accordingly.

## Custody Fee Schedule

### For Clients of Meeder Investment Management

#### CUSTODIAL SERVICES

**FEE: 1 BPS ON MARKET VALUE**

- |  |                                    |
|--|------------------------------------|
| ■ Safekeeping of assets                  | ■ Income Collection                |
| ■ Transaction settlement                 | ■ Corporate Action Processing      |
| ■ Cash Management (all cash swept daily) | ■ Proxy distribution               |
| ■ Online account access                  | ■ Asset Valuation                  |
| ■ Consolidated accounting & reporting    | ■ Class Action Proceeds collection |

#### TRANSACTION PROCESSING

- |                                      |            |
|--------------------------------------|------------|
| ■ Purchases/Sales/Principal Paydowns | ■ Included |
| ■ Physical Trades                    | ■ Included |
| ■ Mutual Funds Transactions          | ■ Included |
| ■ Security Holding Fees              | ■ Included |
| ■ Cash receipts and disbursements    | ■ Included |

#### SERVICE AND FEE ASSUMPTIONS

- Custody Fees are charged to the account monthly
- U.S. Bank does not have investment management responsibility
- Fee schedule assumes exclusive use of U.S. Bank approved products for the investment of short term cash.
- This fee schedule pertains to domestic securities. International securities priced separately

Account Name Village of South Russell

Client Signature *William G. Kams* Date 8-9-2022

All of **us** serving you™



U.S. Bank reserves the right to adjust the fees quoted in this fee schedule should any of the information and assumptions used to generate these fees change prior to the conversation of the account to U.S. Bank.