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**FISCAL OFFICER**  
Andy LaGuardia

**TRUSTEES**  
Russell F. Mazzola, Chair  
Paul G. Buescher, Vice-Chair  
Richard H. Reville

**ADMINISTRATOR**  
Steve Wright

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**NOTICE & AGENDA**  
**NORTHFIELD CENTER TOWNSHIP**  
**BOARD OF TRUSTEES REGULAR MEETING**  
**September 3, 2019-7:00 p.m.**  
*(Draft as of August 27, 2019)*

Please silence all electronic devices.

A Sign-in Sheet is available at the beginning of the meeting and will be attached to the official Meeting Minutes.

The public was notified of this meeting by Facebook, Twitter, Cable 9, an e-mail Sunshine Law notice to the Meeting Notification List, information placed on the Township’s website, and the park sign.

**A. THE CHAIR CALLS THE MEETING TO ORDER AT \_\_\_\_\_ P.M.**

Roll Call: Richard H. Reville \_\_\_\_\_; Paul G. Buescher \_\_\_\_\_; Russell F. Mazzola \_\_\_\_\_.

**B. THE PLEDGE OF ALLEGIANCE**

**C. GUEST SPEAKER**

Holly Miller, Senior Administrator of Summit County Department of Community and Economic Development, will speak about a variety of home improvement programs available for low-to-moderate income residents in Summit County, including: CDBG Minor Home Repair, Lead Abatement Program, Home Weatherization Assistance, and Septic Replacement Grant funding.

**D. DEPARTMENT HEAD REPORTS**

- 1. Sheriff
- 2. Fire

3. Service
4. County
5. Administrator

**E. COMMITTEE REPORTS**

1. Communications
2. Parks and Recreation
3. Safety Services
4. Stormwater Management

**F. PUBLIC COMMENTS-LIMITED TO 5 MINUTES PER PERSON**

**G. MOTIONS/RESOLUTIONS**

1) Consent Agenda

All matters under the Consent Agenda are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may remove an item from the Consent Agenda by request. No second is required for removal of an item. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

Organizational Items:

- a) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Local Records Commission Meeting** of August 5, 2019.
- b) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Trustee Work Session** of August 5, 2019.
- c) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Regular Trustee Meeting** of August 5, 2019.
- d) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Trustee Work Session** of August 19, 2019.
- e) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Trustee Special Meeting** of August 19, 2019.
- f) The Chair requests a Motion to authorize the Fiscal Officer to draw August 2019 vouchers, in the amount of \_\_\_\_\_, to meet current expenditures.
- g) The Chair requests a Motion to acknowledge receipt of the Bank Reconciliations for the month of August 2019, received September \_\_, 2019, as presented by the Fiscal Officer.

The Chair requests a Motion to approve all items on the consent agenda.

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Roll Call: Richard H. Reville \_\_\_\_; Paul G. Buescher \_\_\_\_; Russell F. Mazzola \_\_\_\_\_.

- 2) The Chair requests **Resolution No. 19/09-03**\_\_ to: Approve and enter into the Consent Decree with Northfield Center Development, Inc., with said Consent Decree

becoming effective immediately upon approval by the United States District Court, Northern District of Ohio, Eastern Division. **The full text of the Consent Decree has been available for viewing, at NCT Town Hall, since August 14, 2019. The document was, also, published on the Township's website.**

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Richard H. Reville \_\_\_\_; Paul G. Buescher \_\_\_\_; Russell F. Mazzola \_\_\_\_\_.

- 3) The Chair requests **Resolution No. 19/09-03**\_\_ to: Formally recognize Northfield Center Township resident Thomas Klein and his son-in-law, Jeffrey Czika, for donating their time and expertise to repairing the floor of the handicapped restroom in the Town Hall.

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Richard H. Reville \_\_\_\_; Paul G. Buescher \_\_\_\_; Russell F. Mazzola \_\_\_\_\_.

- 4) The Chair requests **Resolution No. 19/09-03**\_\_ to: Adopt and implement the revised Township Purchasing Policy, which was submitted to the Board for consideration by Township Administrator Steve Wright. **The full text of the revised policy has been attached to the agenda distributed to the Meeting Notification List and will be available at the meeting.**

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Richard H. Reville \_\_\_\_; Paul G. Buescher \_\_\_\_; Russell F. Mazzola \_\_\_\_\_.

## H. FISCAL OFFICER'S REPORTS AND COMMENTS

### I. TRUSTEES' REPORTS AND COMMENTS

### J. THE CHAIR REQUESTS A MOTION FOR ADJOURNMENT.

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Richard H. Reville \_\_\_\_; Paul G. Buescher \_\_\_\_; Russell F. Mazzola \_\_\_\_\_.

The meeting adjourned at \_\_\_\_\_ p.m.

## ***CONSENT DECREE AGREEMENT***

This Consent Decree Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Execution Date”), by and between the **Northfield Center Township**, a political subdivision of the State of Ohio, for itself and its officials, employee, agents, contractors, insurers, successors, assigns, and representatives (“Township”), and **Northfield Center Development, Inc.**, a for-profit Ohio corporation, for itself and its heirs, successors, assigns, agents, and representatives (“NCD”). The Township and NCD are collectively referred to as the “Parties.”

### **WITNESSETH**

**WHEREAS**, NCD is the owner of certain real property located at the intersection of Ledgmont Drive and Skyhaven Road within the Township, comprising approximately 16 acres of vacant land, in Northfield Center Township, known as the Skyhaven III development site (the “Property”); and,

**WHEREAS**, NCD desired to build twelve (12) residential homes on the Property, with lot sizes varying from 14,000 sq.ft. to 18,500 sq.ft.; and,

**WHEREAS**, in late 2018 NCD applied for, but was denied, an area variance in connection with the Property by the Township’s Board of Zoning Appeals (“BZA”). The Township’s BZA denied the variance on the grounds that the Township’s Zoning Code required each residential lot size to be not less than 25,000 sq.ft. pursuant to Section 310.04 of the Townships’ Zoning Code; and,

**WHEREAS**, following the denial of NCD’s request for a variance, the Township and NCD became parties to a lawsuit styled as *Northfield Center Development, Inc. v. Northfield Center Township*, United States District Court, Northern District of Ohio, Eastern Division, Case Number 5:19-CV-00320-JRA in which NCD has asserted claims against the Township to which the Township has asserted defenses (“Lawsuit”); and,

**WHEREAS**, the Parties, individually and collectively, desire to resolve forever any and all disputes between themselves relating to the Property and the Lawsuit to avoid incurring further costs, expenses and/or attorneys’ fees related thereto, and to achieve certainty and finality regarding the same, but without any admission of liability concerning the Property or the Lawsuit, and have reached an agreement in that regard.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants, and agreements hereinafter contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged conclusively, the Parties agree as follows:

1. The Township Board of Trustees, pursuant to the authority granted it under the Ohio Revised Code, hereby grants NCD an area variance in connection with the Property, such that NCD is permitted, but not required, to build up to twelve (12) residential homes on the Property with lot sizes of not less than 16,000 sq.ft. per the platt attached hereto as Exhibit A, conditioned upon approval by the Summit County Engineer for storm water management.

2. That portion of the Property remaining vacant land after completion of the last residential home in the development shall be deeded free and clear to the Township by NCD within thirty (30) days thereafter.

3. As part of the consideration herein, the Parties do hereby release and forever discharge each other and each of their predecessors, successors, heirs, past present and future executors, administrators, trustees, beneficiaries, officials, employees, agents, assigns, insureds, contractors and representatives, from all claims, demands, actions or causes of action, whether now known or unknown, related to and arising out of the subject matter of this lawsuit, and any and all claims related to the Property and/or asserted or which could have been asserted in the Lawsuit. NCD warrants that no claims asserted in the Lawsuit have been assigned to any person, and that they have not filed and will not file any complaint, case, or other action or process against the Township relating to the Property and events at issue in this lawsuit except those set forth in this Lawsuit. The Parties further acknowledge that the obligations and terms contemplated by this Agreement may enforced by the Parties, their successors and assigns.

4. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing signed by all Parties hereto.

5. This Agreement shall be governed by the laws of the State of Ohio. Any disputes regarding this agreement shall be resolved in the United States District Court, Northern District of Ohio, Eastern Division. Notwithstanding anything to the contrary herein, the Parties specifically consent to the continuing jurisdiction of the United States District Court, Northern District of Ohio, Eastern Division, to resolve any disputes arising out of or relating to this Agreement and/or to enforce the terms of this Agreement.

6. This Agreement may be executed in counterparts, with the signature of each Party on one copy being deemed that Party's signature on each other's copy. Facsimile or electronic transmissions of a signed document shall be the same as delivery of a signed original document.

7. The individuals signing this Agreement hereby personally represent and warrant that they have the authority, and are fully authorized, to execute this Agreement on behalf of the Party for whom they are signing and to bind that Party to this Agreement.

8. In the event that one or more provisions of this Agreement or their application to any person is held to be invalid, illegal or unenforceable in any respect or to any extent, then the meaning of such provision will be construed, to the extent feasible, so as to render the provision enforceable and still achieve the Parties' intent in entering into this Agreement, and if no feasible

interpretation would save such provision, it will be severed from the remainder of this Agreement, which will remain in full force and effect.

9. This Agreement constitutes and contains the entire agreement between the Parties and the final embodiment of their agreement with respect to the subject matter covered in this Agreement. All prior agreements, understandings, representations, and/or statements, oral or written, are merged into and superseded by this Agreement. No claimed addition to or amendment, waiver or modification of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the Parties.

10. Upon the Parties' execution of this Agreement, to the extent no already accomplished, Laubinger shall dismiss its Complaint, *with prejudice*, through the filing of a notice of dismissal with prejudice.

**WE HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, CONSISTING OF TEN (10) PARAGRAPHS, FULLY UNDERSTAND IT, AND AFTER CONSULTING WITH LEGAL COUNSEL, HAVE SIGNED IT ON THE DATE(S) INDICATED BELOW, SIGNIFYING THEREBY OUR ASSENT TO, AND WILLINGNESS TO BE BOUND BY, ITS TERMS. THE AGREEMENT WILL BECOME EFFECTIVE ONCE SIGNED BY BOTH PARTIES.**

**IN WITNESS WHEREOF**, the undersigned Parties have read and understand this Settlement Agreement and do, by execution of this Agreement, bind themselves to all terms and conditions thereof.

**NORTFIELD CENTER DEVELOPMENT, INC.:**

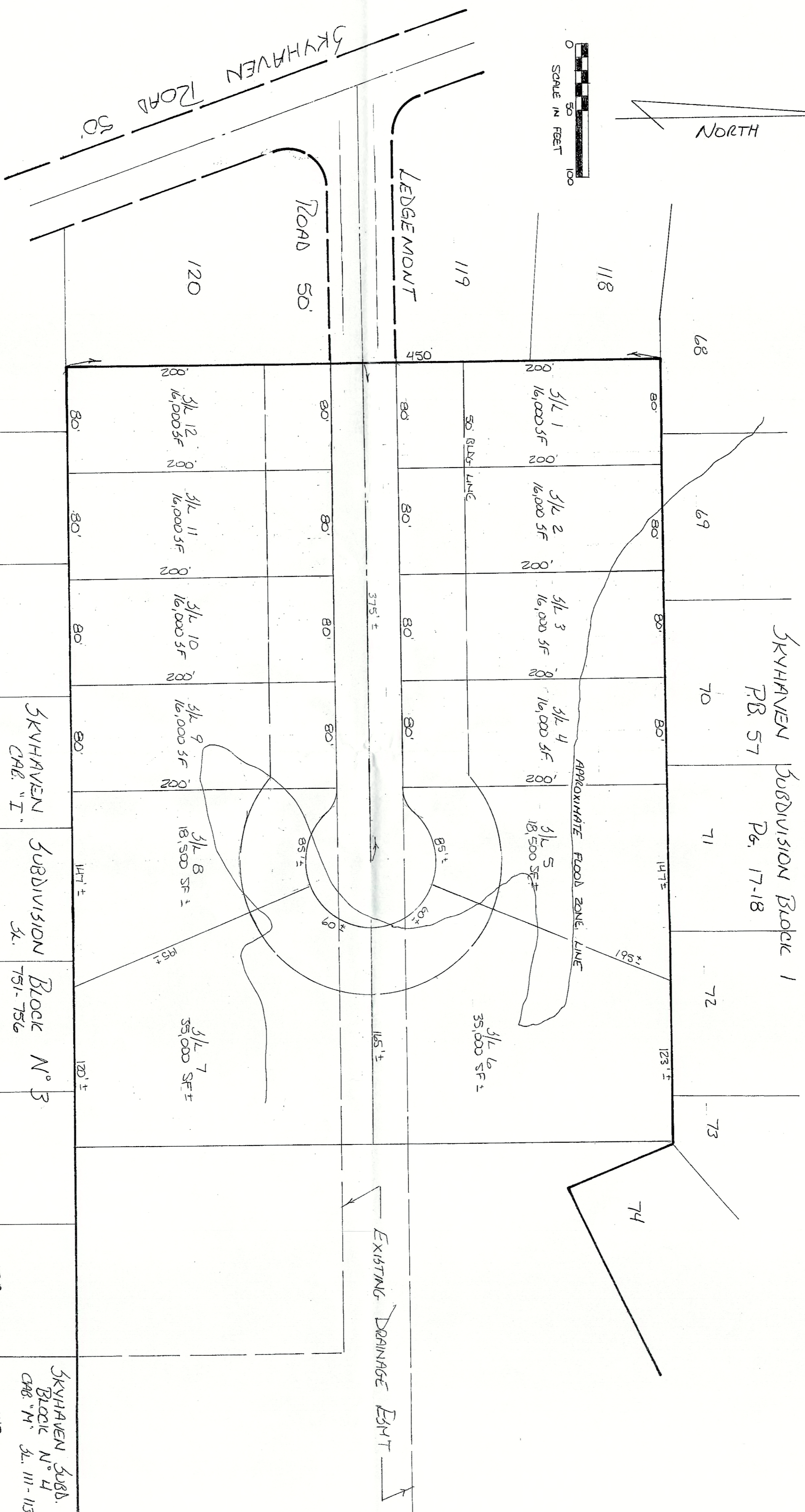
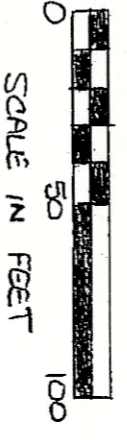
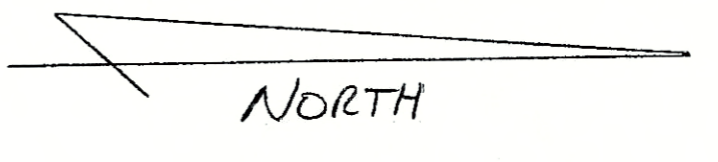
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Date

**NORTFIELD CENTER TOWNSHIP:**

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

\_\_\_\_\_  
Date



Rev. ~ 1/22/14 - CHANGE TO 6 LOTS  
 Rev. ~ 8/8/18 ~ CHANGE TO 12 LOTS  
 Rev. ~ 5/22/19 ~ CHANGE TO 8 LOTS  
 Rev. ~ 4/17/19 ~ CHANGE TO 12 LOTS

PRELIMINARY PLAN  
 SKYHAVEN SUBDIVISION BLOCK N° S  
 NORTHFIELD CENTER TOWNSHIP  
 SUMMIT COUNTY, OHIO  
 JOSEPH SALEHI - OWNER  
 SEPTEMBER, 2013  
 SCALE: 1" = 50'



## Northfield Center Township Purchasing Policy and Procedures

### I. **PURCHASING POLICY AND PURPOSE**

- a. Purpose.** This policy sets out guidelines for the township to ensure that all purchases of goods and services provide the best value for township taxpayers. All things being equal, and having regard for the guidance of this policy, "best value" may be described as receiving the highest quality and service at the lowest cost. This policy is designed to provide a purchasing environment that is fair and impartial, and to ensure accountability, transparency, and ethical behavior. The fiscal officer, the board of trustees, township administrator, department heads and all township staff shall always adhere to this policy and all other applicable laws and regulations.
- b. Intent.** The township shall attempt to purchase quality goods and services at the lowest price available, serving as an equal opportunity purchaser and favoring local vendors only when all other factors are equal. It is the intent of the township to purchase goods and services through joint purchasing programs wherever possible and to use such programs to benchmark as many purchases as possible.
- c. Responsibility.** Approval of all township purchases is the responsibility of the board of trustees or, where delegated, the township administrator and department heads. All expenditures for purchases must be within appropriations previously approved by the board of trustees, and properly documented in accordance with this policy. Appropriations shall not be considered as a mandate to expend funds, nor shall appropriations commit the township to make any purchases, as such authorization originates from the provisions of this policy and the Ohio Revised Code.
- d. Preference.** A competitive selection process is the preferred method of purchasing. As such, the township is encouraged to seek out new sources of supply, readily provide purchasing information to vendors in a cooperative manner and ensure that all purchasing mechanisms contain clear and full disclosure of requirements.
- e. Coordination.** For all purchases, the issuance of purchase orders, recordkeeping, and payments shall channel through and be coordinated with the fiscal officer, to ensure that proper purchasing records are maintained.
- f. Factors.** Purchases should be made from the lowest responsible bidder, with additional consideration given to quality of goods or services, conformance to specifications, suitability to township needs, delivery capability, and past performance. As such, purchasing decisions should consider the mentioned factors holistically, and not simply be driven by suitability of cost.
- g. Conflict with State Law.** In the event that any provision within this policy is determined to be in conflict with the laws of the State of Ohio, such provision shall be deemed of no further force and effect.

## II. REQUISITION AND PURCHASE ORDER PROCEDURES

- a. **New Vendor.** Any approval to purchase goods or services from a new vendor shall be subject to completion by the vendor of a New Vendor Form, as well as verification by the township of no state findings for recovery against such vendor.
- b. **Continuing Vendor.** The Township may, for each vendor exceeding the \$3,000 annual amount threshold and not less than annually for all other vendors, verify there are no state findings for recovery against each Township vendor. Such verification shall be a precondition to continuance as a Township vendor.
- c. **Requisition Forms:** Once a vendor has been selected and any required approval of the Board of Trustees has been obtained for any purchase above \$3,000, a Purchase Requisition shall be completed. Completion of such form shall precede the opening of a PO for any purchase. The form shall be signed by the employee requesting the purchase and forwarded to the fiscal officer for review. In the event that an appropriation line item has insufficient unencumbered funds to open a purchase order, the fiscal officer shall return the form to the department head for revision and resubmission. The fiscal officer shall assign a purchase order number to each completed form, with POs opened on at least a weekly basis.
- d. **Purchase Orders.** Once a PO is opened, the fiscal officer shall sign the bottom of the Purchase Requisition Form and attach it to the purchase order. The fiscal officer shall also sign the PO to certify available funds before forwarding the PO, with the form attached, to the trustees for signatures, with the PO considered approved and available for use when two trustees have signed.
- e. **Emergency Purchases.** A purchase can be authorized as an emergency due to an immediate threat to the safety, security, health, and/or welfare of the citizens, or for Township facilities or equipment immediately requiring provision of such services. Poor planning does not constitute an emergency. The requisition form for said purpose shall be marked "Emergency" and signed by the township administrator. An emergency purchase over \$1,500 and less than \$3,000 shall require the prior consent of at least one trustee AND must be subsequently approved on a then-and-now basis by the Board of Trustees.
- f. **Then-and-Now Purchases.** For any emergency purchase, as well as any commitment made prior to issuance of a purchase order in a manner consistent with this policy, the fiscal officer shall review the purchase and, where applicable, certify that there was, at the time of making such a commitment ("then") and at the time of making such certification ("now"), a sufficient sum, appropriated for such purpose. The use of then-and-now purchases shall be minimized to the greatest extent possible.
- g. **Commencement.** A vendor shall not be authorized to provide goods or services to the Township until 1) all applicable provisions of this policy have been complied with; 2) any required approval of the Board of Trustees has been obtained; and 3) a purchase order has been opened, certified by the fiscal officer, and signed by two trustees.
- h. **Payments.** All invoices received for goods or services shall be forwarded to the township secretary for processing. When an invoice is received for goods or services, the invoice shall be date stamped, and marked or stamped with "OK to pay", to include purchase order number, if applicable, and approval date. Once the township secretary stamps and catalogues the invoice, it will be forwarded to the fiscal officer for payment. Payables shall be processed on at least a weekly basis.

- i. **Contracts.** All Township contracts shall be signed by the Board of Trustees or, for contracts not exceeding \$1,500 and not requiring trustee signature, the township administrator.

### III. **PURCHASING REQUIREMENTS, THRESHOLDS, AND SPECIAL PROCEDURES**

#### a. **Statutory Requirements**

This Policy is based on statutory requirements and includes dollar thresholds. Dollar thresholds relative to any purchase or vendor shall be measured in terms of anticipated annual purchase amounts from a vendor and, if multiple items are purchased from a vendor, anticipated purchase amounts for any single item. The Township also recognizes that statutory competitive bidding requirements vary and can be changed at any time by the state. When a purchase through a joint purchasing program is not possible, it is the intent of the Township to competitively bid any purchase greater than \$50,000, or the applicable statutory requirement, whichever is less. For reference only, statutory competitive bidding requirements as of this date are as follows:

- i. Construction or reconstruction of roads in amounts greater than \$15,000 per mile, per ORC §5575.01;
- ii. Maintenance or repair of roads in amounts greater than \$45,000, per ORC §5575.01;
- iii. Purchase of road machinery, materials, supplies or buildings in amounts greater than \$50,000, per ORC §5549.21, except as set forth in ORC §505.08 and §505.101;
- iv. Contracts for lighting unincorporated districts in amounts greater than \$50,000, per ORC §515.01 and §515.07;
- v. O.R.C. §511.01- If in a township, a town hall is to be built, improved, enlarged or removed at a cost greater than \$50,000, the board of township trustees shall submit the question to the electors of such township and shall certify the resolution no later than ninety days for the election.
- vi. Memorial buildings, monuments, statues or memorials in amounts greater than \$50,000, per ORC §511.12;
- vii. Firefighting equipment and buildings in amounts greater than \$50,000, per ORC §505.37 to §505.44, inclusive, except as set forth in ORC §505.08 and §505.101;
- viii. Sale or trade-in of property or equipment, per ORC §505.10, except as set forth in ORC §505.08, §505.10, and §505.101; and
- ix. Contracts for the purchase of services, materials, equipment or supplies needed to meet an emergency if the estimated cost of the contract is less than \$50,000, per ORC §505.08.

#### b. **Purchasing Procedures-Thresholds**

- i. **Purchases less than \$500.** Unless otherwise provided, such purchases shall be made after efforts have been undertaken to secure the desired goods or services at the lowest price, as determined by the township administrator.
- ii. **Purchases from \$500 to less than \$1,500.** Unless otherwise provided, such purchases shall be made after attempting to secure at least two verbal or web quotes.

- iii. **Purchases from \$1,500 to less than \$3,000.** Unless otherwise provided, such purchases shall be made after attempting to secure at least two web or written quotes.
- iv. **Purchases from \$3,000 to less than applicable statutory competitive bidding requirement.** Unless otherwise provided, such purchases shall be made after preparing written specifications and attempting to secure at least three written proposals, if possible. The written specifications prepared and written proposals received shall be attached to the appropriate purchase requisition form, if requested by the Board of Trustees, fiscal officer, or township administrator.
- v. **Purchases from applicable statutory competitive bidding requirement\* and greater.** Unless otherwise provided, such purchases shall be made after following competitive bidding procedures outlined in the Ohio Revised Code. Such purchases shall first be authorized by the board of trustees by resolution. \*Where no statutory competitive bidding requirement is applicable to a purchase, the amount of \$50,000 shall be used as the threshold between subsections d and e, above.

**c. Purchasing Procedures-General**

- i. **Purchases from \$0 to \$1,000 made via the credit card**
  - 1. Proposed purchases of supplies, equipment, and contracted services of less than or equal to \$1,000, which are going to be made using the Township credit card, can be made by department heads upon securing township administrator authorization. Such purposes will not require submission of a full Purchase Requisition Form. Nonetheless, an invoice listing the supplies, equipment or contract services to be purchased, coupled with a receipt for payment, via the credit card, should be submitted to the township administrator AND township secretary, along with an indication of the PO or sub-fund from which the funds will be drawn, for cataloguing and reconciliation. **All requests for purchasing approval sent to the township administrator should be copied to the fiscal officer, as well.**
  - 2. As part of a purchase authorization at this monetary level, either the township administrator or the fiscal officer may determine whether there are sufficient funds available, in a given sub-fund or PO, to support the requested purchase PRIOR to it being completed.
  - 3. As indicated in the purchasing thresholds section above, a minimum of two verbal or web quotes should be secured for purchases between \$500 and \$1,500. Barring emergency purchases, which still require approval of the township administrator, credit card purchases shall not exceed \$1,000.
- ii. **Regularly processed purchases from \$0 to \$1,500**
  - 1. Proposed purchases of supplies, equipment, and contracted services of less than or equal to \$1,500 can be made by department heads by first securing township administrator authorization. Budgeted, normal operating purchases will not require submission of a full Purchase Requisition Form. Nonetheless, an invoice for the purchase should be

submitted to the township administrator, who will forward the invoice to the township secretary for processing, and, ultimately, the fiscal officer for payment. **All requests for purchasing approval sent to the township administrator should be copied to the fiscal officer, as well.**

2. As part of a purchase authorization at this monetary level, either the township administrator or the fiscal officer may determine whether there are sufficient funds available, in a given sub-fund or PO, to support the requested purchase PRIOR to it being completed.
  3. As indicated in the purchasing thresholds section above, a minimum of two verbal or web quotes should be secured for purchases between \$500 and \$1,500. Barring emergency purchases, which still require approval of the township administrator, credit card purchases shall not exceed \$1,000.
- iii. **Regularly processed purchases from \$1,500 to \$3,000**
1. Proposed purchases of supplies, equipment, and contracted services exceeding \$1,500, but less than or equal to \$3,000, must be approved by a minimum of two trustees **in writing**. A minimum of two written quotes must be obtained prior to requesting trustee approval. A full Purchase Requisition Form, along with the invoice for the purchase, shall be submitted to the fiscal officer for review and processing.
- iv. **Purchases exceeding \$3,000**
1. Proposed purchases of supplies, equipment, and contracted services exceeding \$3,000 must be approved by a resolution passed by at least two members of the Board of Trustees. Three written quotes or full proposals (depending on the size and nature of the purchase) must be secured prior to consideration of the resolution. Upon approval, a PO will be created. A full Purchase Requisition Form, along with an invoice for services or good rendered, shall be submitted to the fiscal officer by the department head for review and processing. The department head shall, also, forward an electronic copy of the Purchase Req and supporting documents to the township administrator for review.

#### **IV. BIDDING PROCESS FOR THE PROCUREMENT OF GOODS OR SERVICES**

##### **a. Introduction**

- i. Supplies or services that are purchased from a vendor that exceed the dollar thresholds outlined in III. above will be addressed under competitive bid contracts.
  - ii. These contracts are awarded on an annual basis and the board of trustees will competitively bid for these services, or supplies. Any similar supplies or services that fall outside of the above definitions will be awarded under the same concepts that the ORC outlines for a competitive bid of supplies and services above.
- b. Recommended bidding process-**The township is governed by many different laws and the following is a guideline for the bidding process to follow:

- i. The board of trustees approves proceeding with the public improvement/purchase pursuant to O.R.C. 9.31.2 requiring each competitively bid contract to be the lowest responsive and responsible bid.
- ii. The department head requests authorization to proceed with Request for Proposals or Engineering/Specifications.
- iii. Specifications, drawings, or the "Request for Proposal" (RFP) are reviewed and readied for advertisement.
  1. Specifications shall include: the scope of the project, legal advertisement, tax delinquency form, bid bond, and current state prevailing rates.
- iv. Bid Packages must include:
  1. Title Sheet to be completed by bidder
  2. Legal Advertisement –Notice to Bidders.
  3. Technical Specifications.
  4. Bidder Qualifications.
  5. Tabulation of Plan, Quantities, or Contract Unit Prices.
  6. Non-Collusion Affidavit to be completed by bidder.
  7. Declaration of Personal Tax Delinquency.
  8. Articles of Agreement or Contract.
  9. General Provisions and if required Prevailing Wage Determinations.
- v. Department head/administrator coordinates bid opening date with the fiscal officer.
- vi. Purchase order for advertising is put in place.
- vii. Akron Legal News is used for advertising of requests.
- viii. The fiscal officer opens the bids at a public meeting and turns over the bids for review.
- ix. The fiscal officer reads base amounts into the record at next meeting.
- x. After review of bids, a recommendation for award is made to the board of trustees in their meeting or the project form is reviewed and the service department undertakes the project under "Force Account". A requisition for the total amount of the bid award is signed by the board of trustees and the fiscal officer supplies an up-to-date prevailing wage packet to the contractor.
- xi. Requirements of bid package are met (e.g. OSHA Training, Worker's Comp and Drug Free Work Place Policy).
- xii. "Articles of Agreement" or "contract" is executed by authorized signer and counter signed with the proper certification printed on the contract.
- xiii. The fiscal officer returns all bid bonds to unsuccessful bidders.
- xiv. Performance Bonds are filed with the fiscal officer.
- xv. Notice of Commencement to the contractor is filed.
- xvi. The fiscal officer receives "Notice of Furnishing" from the contractor.
- xvii. Project construction meeting or preconstruction meeting occurs.
- xviii. Change orders must be brought back to the board of trustees for approval and the proper increase/decrease in the certification amount is recorded on the purchase order.

- xix. Payments under this contract are to be approved by the board of trustees only after the prevailing wage rates are found to be complete.
- xx. Retainage for any contracts must be taken into consideration before final payment. N/A to supply vendors.
- xxi. Completed file will be kept together including a check of all the above for the state auditor to review.