



9546 Brandywine Road, Northfield Center, OH 44067
Phone: (330) 467-7646 Fax: (330) 650-0815 www.northfieldcenter.com

FISCAL OFFICER
Andy LaGuardia

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

ADMINISTRATOR
Steve Wright

NOTICE & AGENDA
NORTHFIELD CENTER TOWNSHIP
BOARD OF TRUSTEES REGULAR MEETING
November 1, 2019-4:00 p.m.
(Draft as of October 29, 2019-Subject to change)

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 electronic 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: None

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 **Trustee Work Session** of October 7, 2019.
- b) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Regular Trustee Meeting** of October 7, 2019.
- c) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **JEDD Amendment Public Hearing** of October 21, 2019.
- d) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Trustee Special Meeting** of October 21, 2019.
- e) The Chair requests a Motion to authorize the Fiscal Officer to draw October 2019 vouchers, in the amount of _____, to meet current expenditures.
- f) The Chair requests a Motion to acknowledge receipt of the Bank Reconciliations for the month of October 2019, received November 1, 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. 19/11-01**____ to: Transfer \$3,000, from the 01-A-25 Fund (Contingency Account) to the 01-L-03 Fund (Leaf Pick-Up Program), for the purchase of a spare impeller for the leaf vac system, as well as other Leaf Pick-Up Program expenditures.

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Richard H. Reville ____; Paul G. Buescher ____; Russell F. Mazzola _____.

- 3) The Chair requests **Resolution No. 19/11-01** to: Approve a Purchase Order, in the amount of \$1,050, to be paid to Partners MFG Group, Inc., with the funds appropriated from the 01-L-03 Fund (Leaf Pickup Program), for the purchase of a spare impeller for the leaf vac system.

_____ moves; _____ seconds.

Discussion: _____

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

- 4) The Chair requests **Resolution No. 19/11-01** to: Approve a Purchase Order, in the amount of \$971.45, to be paid to American Security & Audio Visual Systems, Inc., with the funds appropriated from the 01-F-08 Fund (Other Expenses), for the purchase of a wireless security camera, and requisite hardware and equipment, for the purpose of enhancing the security of Beacon Hills Park. Additional monitoring costs of \$25/month will apply.

_____ moves; _____ seconds.

Discussion: _____

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

- 5) The Chair requests **Resolution No. 19/11-01** to: Approve a Blanket Certificate, in the amount of \$2,000, with the funds appropriated from the 10-A-10B Fund (EMS Vehicle Repairs), for general squad repair expenditures.

_____ moves; _____ seconds.

Discussion: _____

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

- 6) The Chair requests **Resolution No. 19/11-01** to: Approve increasing the threshold at which the Fiscal Officer may issue a blanket certificate (BC), **without a trustee resolution**, from \$3,000 up to and including anticipated expenditures of \$5,000.

_____ moves; _____ seconds.

Discussion: _____

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

- 7) The Chair requests **Resolution No. 19/11-01** to: Approve the revised Northfield Center Township Purchasing Policy and Procedures document, additional revisions to which were made on 10/28/2019. **The full text of the document has been attached to this agenda and will be available at the meeting.**

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Richard H. Reville ____; Paul G. Buescher ____; Russell F. Mazzola _____.

- 8) The Chair requests **Resolution No. 19/11-01** to: Schedule a public hearing, to immediately precede the December 2, 2019 Trustee Regular Meeting, to discuss potential text amendments to the Northfield Center Township Zoning Resolution. The applicable portions include Chapter 130, "Definitions" (regarding a definition for "Fire Department"), and Chapter 450, Section 450.02, "Regulations for Wireless Telecommunications Facilities".

_____ moves; _____ seconds.

Discussion: _____

Roll Call: Richard H. Reville ____; Paul G. Buescher ____; Russell F. Mazzola _____.

- 9) The Chair requests **Resolution No. 19/11-01** to: Approve a Purchase Order, in the amount of \$7,219.00, with the funds appropriated from the 04-A-04 Fund (Tools and Equipment), for the purchase of two 14 x 14 replacement overhead doors, from Hudson Door, for the Service Department building. The purchase of said doors will be fully subsidized/reimbursed via NOPEC Energized Community Grant funds. This PO replaces the previous Hudson Door PO, for \$6,794.00, which was approved on October 7, 2019, via Resolution No. 19/10-07D.

_____ 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. TRUSTEE _____ 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.



American Security & Audio Video Systems, Inc.
888-702-7233

Northeast Ohio
 10000 Aurora-Hudson Rd.
 Hudson, Ohio 44236
330-468-3366
www.AmericanSecurityAndAV.com

Central Ohio
 8185-S Green Meadow N.
 Lewis Center, Ohio 43035
614-880-9204

QUOTE

Number AAAQ4659
Date Oct 17, 2019

Sold To
Northfield Center Township Steve Wright 9546 Brandywine Road Northfield, OH 44067 Phone 330.467.7646 townhall@northfieldcenter.com

Ship To
Beacon Hill Park Rick Patz Phone

Here is the quote you requested.

Salesperson	Salesperson Cell	Ship Via	Valid Thru
Chris Diaz			30 Days
Line	Qty	Description	
1		LTE WIRELESS SECURITY CAMERA	
2	1	LTE WIRELESS SOLAR SECURITY CAMERA	
3	1	LITHIUM BATTERY	
4	1	System Program and Setup	
5		Miscellaneous Installation Hardware and Connectors	
6		Professional Installation Labor	
7		MOBILE SECURITY PLAN \$25 mo.	
8		SubTotal	\$899.00
9		SUGESTED OPTIONS	
10	1	STEEL BOX ENCLOSURE (Optional)	\$49.95
11	1	CABLE LOCK (Optional)	\$22.50
12		PROJECT NOTES	
13		- POLE TO MOUNT CAMERA UNTO PROVIDED AND INSTALLED BY OTHERS.	

We hereby propose to furnish material and labor, complete in accordance with the above specifications. All material is guaranteed to be as specified. All work, if any indicated to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only on open written orders, and will become extra charge over and above this estimate. Local permit fees will be added to above pricing. This proposal is valid for 30 days.

Created on 10/17/19 11:26:18 by American Security & Audio Video Systems

Line	Qty	Description		
Billing Terms: 25% Upon Acceptance, Balance Upon completion.			SubTotal	\$899.00
			Tax	\$2.00
			Shipping	\$0.00
			Total	\$901.00
			Monthly Monitoring:	\$ 25.00
			Deposit	\$225.25

We hereby propose to furnish material and labor, complete in accordance with the above specifications. All material is guaranteed to be as specified. All work, if any indicated to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only on open written orders, and will become extra charge over and above this estimate. Local permit fees will be added to above pricing. This proposal is valid for 30 days.

Created on 10/17/19 11:26:18 by American Security & Audio Video Systems

HUDSON OVERHEAD DOORS

P O Box 2104
Hudson, Ohio 44236
330-656-0016

09/13/19

Northfield Center Township
8484 Olde Eight Road
Northfield, OH
330-467-7646
Administrator

BID

Supply and install the following:

- | | | |
|--|--------------|------------|
| (2) 14 X 14 Amar 2742(R=19.4) with 4 lites,torsion,
stops | \$3,397 each | \$6,794.00 |
| (2) Liftmaster sensor kits | | \$425.00 |

note; Allow 3-4 weeks for doors

TOTAL \$7,219.00

TOTAL AMOUNT OF BID \$7,219

(Seven Thousand Two Hundred and Nineteen Dollars)

MAKE CHECKS PAYABLE TO HUDSON OVERHEAD DOORS

SIGNATURE

DATE

CONTRACT MUST BE ACCEPTED BY HUDSON OVERHEAD DOORS

TERMS AND CONDITIONS

- 1. PAYMENT AND TITLE:** Until such time that the purchase price has been punctually and fully paid and Purchaser has completely complied with his/her/its obligations under this Agreement, title to the System, and any additions, accessories and substitutions thereof, shall remain vested in Seller notwithstanding any granting or renewals or extensions hereof and notwithstanding any retaking of possession of all or a portion of the System or redelivery to Purchaser. Until the purchase price is paid in full, Purchaser shall not, without written consent of Seller, in any manner: a) assign, sell, mortgage, lease, loan or transfer this Agreement or any interest therein or in any component of the System covered hereby, or b) Suffer the System to be encumbered or attached. Until title passes to the Purchaser, the System shall remain personal property irrespective of the manner of its attachment to the realty. Until title vests in Purchaser, Purchaser will keep System fully insured against loss by fire and theft and other insurance requested by Seller for its protection with any loss payable to Seller and Purchaser as their interests may appear. The loss, injury or destruction of the System shall not release or abate the obligations of Purchaser.
- 2. INTEREST AND ADDITIONAL FEES:** Time is of the essence in the payment of all the purchase price, fees and charges. Purchaser agrees to pay Seller in addition to any other remedies that Seller may have against Purchaser, 1½% per month (18% per annum) interest or the highest amount allowed by law, whichever is greater, on all delinquent amounts and fees. Purchaser also agrees to pay Seller a bookkeeping fee of not more than \$10.00 per calendar month from the date the payment is due until such payment is made for each month Purchaser is in default. If Purchaser pays by check or draft, permission is given to and Seller is authorized to verify account status with drawer's institution. Purchaser agrees to pay Seller \$25.00 for each check returned by Seller's banks pursuant to non-sufficient funds, closed accounts, or stop-payment orders.
- 3. DEFAULT, DAMAGES, COLLECTION AND ATTORNEY FEES:** If the Purchaser fails to timely make payment, or any information submitted is untrue in any material respect, or terminates, cancels or rescinds after the time provided by this Agreements or Law, or defaults hereunder in any other respect, the Seller, at its sole option, may terminate this Agreement, retain any prepayments received as damages and not as penalty, accelerate the entire amount due pursuant to this Agreement and institute whatever action available to Seller to collect such amount and secure possession and removal of the system and equipment including costs of removal, repossession, collection, actual attorneys' fees and court costs. Waiver of any breach by Purchaser shall not be construed as a waiver of any subsequent breach, and Seller's failure to exercise any right hereunder shall not be construed as a waiver of any breach unless specifically waived by Seller in writing. Seller's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available under law and equity though not expressly referred to herein. The Seller agrees to perform any warranty repairs and/or replacement required under this Agreement during the hours of 9 AM to 5 PM, Monday through Friday, except holidays. Any warranty services provided at Purchaser's request at any other times, require a charge to the Purchaser based upon the Seller's normal charge for afterhours warranty service calls. All non-warranty service and repairs are governed by separate contract and by Seller's normal charges then in effect, and such servicing contract incorporates all Limitations of Liability provided for in this Agreement.
- 4. NOT SERVICE OR MONITORING AGREEMENT:** This Conditional Sales Agreement is for merchandise and installation only. It is NOT a Seller's servicing, repair or monitoring agreement. Monitoring and long term maintenance and repair of the System sold herein, other than as provided or in paragraph number 10 under the limited warranties, are not provided for by this Agreement. Arrangements can be made with Seller for monitoring and continued maintenance and repair of the System sold herein.
- 5. THIRD PARTY INTERFERENCE:** The Seller shall not be liable for delays or failure to perform its obligations herein resulting directly or indirectly from or contributed to by acts, demands, orders, regulations or requirements of any governmental agency, federal, state or local, resulting from any performance, policy limitations, allocation, order or regulation of any person or agency exercising governmental authority, and also resulting from acts of God, fires, floods, strikes, labor difficulties, inability to secure transportation, unusual market conditions, accidents, acts of military authorities, war emergencies or National defense activities.
- 6. AUTHORITY AND WORK AND INSTALLATION ACCEPTANCE:** Purchaser agrees to inspect and test the System upon completion of any installation, construction or warranty servicing of the System. PURCHASER AGREES THAT ANY DEFECT OR OMISSIONS IN THE INSTALLATION, CONSTRUCTION, OR WARRANTY SERVICE OF SAID SYSTEM, SHALL BE CALLED TO THE ATTENTION OF SELLER IN WRITING, WITHIN TWO (2) DAYS OF COMPLETION OF THE INSTALLATION, CONSTRUCTION, OR WARRANTY SERVICING. Upon the expiration of such two (2) day period, the work shall be construed as accepted" and totally "satisfactory" by the Purchaser, the specific portions of said premises to be wired or protected as set forth in this Agreement notwithstanding. Purchaser hereby warrants that he/she/it has full authority from the owner and/or other person in control of the premises, to permit the installation of the System as described herein, and the owner's further agreement that the equipment is personal property and will not become part of the realty until the provisions described in Paragraph 1 above are completed, and that Seller may place some equipment on the premises which belongs solely and exclusively to Seller. Seller is authorized by Purchaser and owner to make any alterations for such work necessary for said installation and may drill holes, use clamps, nails, screws and other devices to secure the wire and equipment securely to the building and walls. Purchaser to supply any and all necessary 110 volt electrical power. Seller will not be responsible for any action taken against System, including vandalism or cut wiring, and any such action will be repaired at Purchaser's expense. The Seller will not be liable for any damage to the premises and assumes no responsibility whatsoever for any condition created thereby at the time of said installation or for the removal of the System for any reason whatsoever.
- 7. ADDITIONAL PAYMENTS:** It is agreed between the parties of this Agreement that once the System is installed, if any local, state, federal agency or insurance or rating company requires a change or modification to the System in any manner whatsoever, such change will be paid for by the Purchaser. Purchaser shall pay for any local permits required and false alarm charges levied by local authorities or local governments.
- 8. GENERAL:** This Agreement shall be governed by the laws of the State of Ohio. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. Headings are not part of this Agreement.
- 9. AMENDMENTS :** This Agreement constitutes the entire and exclusive agreement between Purchaser and Seller with respect to System, and no amendment, modification, alteration, representation or promise shall be binding upon Seller, unless in writing and signed by the parties hereto.
- 10. LIMITED ONE YEAR WARRANTY & LIMITATION OF LIABILITY:** Seller agrees to repair or replace free of costs for a period of one (1) year from completion of installation, any part of the security installation and/or System specified in this Agreement, which upon Seller's inspection proves to be defective in material or workmanship. The Seller is not responsible for equipment and/or components and/or installation which have been tampered with or is rendered defective through negligence, abuse, mishandling and/or acts of God. Seller shall not be responsible for any injury or damage arising through careless or improper use of System. To obtain warranty service, simply contact the office listed on the front of this Agreement.

It is agreed by and between the parties hereto: that neither *American Security & Audio Video Systems, Inc.*, its subcontractors, employees or agents assume any responsibility for any loss occasioned by malfeasance or nonfeasance in the performance of the services or installation under this Agreement or a failure of the System or equipment to properly operate or for any loss or damage sustained through a burglary, theft, robbery, fire or other cause or any liability on the part of *American Security & Audio Video Systems, Inc.*, its subcontractors, employees, or agents by virtue of this Agreement or any relations hereby established, whether due to negligence, gross or otherwise, of *American Security & Audio Video Systems, Inc.*, its subcontractors, employees or agents, all such liability shall be limited to a sum of \$500.00 This sum is not a penalty and this liability shall be complete and exclusive. In the event Purchaser wishes the Seller to assume a greater liability, the Purchaser may, as a matter of right, obtain from Seller a higher limit by paying an additional amount to the Seller and a rider shall be attached hereto setting forth such higher limit and additional amount, but this additional obligation shall in no way be interpreted to hold *American Security & Audio Video Systems, Inc.* its subcontractors, employees or agents as an insurer.

This warranty gives you specific legal rights, and you may have other rights which may vary from state to state. It is expressly agreed that no oral, statutory, expressed or implied warranties other than that of title shall apply to the System or any parts thereof; and in no event shall Seller be liable for consequential damages resulting from the failure of the System, its components or defective parts or for any reason whatsoever, except as specified above. Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

PURCHASER ACKNOWLEDGES THAT ADDITIONAL PROTECTION OR MORE COMPLETE PROTECTION HAS BEEN OFFERED AND IS AVAILABLE AT ADDITIONAL CHARGE

BUYER'S RIGHT TO CANCEL

YOU, THE BUYER (CONSUMER TRANSACTIONS ONLY), MAY CANCEL THIS TRANSACTION ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

This Agreement shall not be binding upon Seller unless it is accepted in writing by an officer of the Seller's Company. No salesman or agent of the Seller has authority to orally bind the Seller or change any item in this Agreement. In the event of non-acceptance, the sole liability of Seller shall be to refund the amount that has been paid to Seller by Purchaser upon signing this Agreement.

American Security & Audio Video Systems, Inc.
10000 Aurora Hudson Road, Suite A, Hudson, OH 44236
Northeast Ohio 330.468.3366 | Central Ohio 614.880.9204

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. "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, the Township Administrator, the department heads and all Township staff shall always adhere to this policy and all other applicable laws and regulations.
- b. **Intent.** The Township shall make best efforts 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 pass through and be coordinated with the Fiscal Officer, to ensure that purchasing records are maintained in a manner that conforms with Township standards.
- 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. Purchasing decisions should take into account said 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 of a New Vendor Form by the vendor, as well as verification by the Township of no state findings for recovery against such vendor. Typically speaking, either the Fiscal Officer or the Township Administrator shall be responsible for this verification.
- b. **Continuing Vendor.** For each vendor with which the Township does business that exceeds \$3,000 annually, the Township shall verify on an annual basis that there are no

state findings for recovery against said vendor. Such verification shall be a precondition to continuance as a Township vendor. For each vendor with which the Township does business that is equal to or less than \$3,000 annually, the Township may verify, on an annual basis, that there are no state findings for recovery against said 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 Purchase Order (PO) for any purchase. Said form shall be signed by the employee requesting the purchase and then 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 complete the signature box at the bottom of the Purchase Requisition Form and attach it to said purchase order. The Fiscal Officer shall also sign said PO to certify available funds before forwarding said PO, with said form attached, to the trustees for signatures, with said PO considered approved and available for use as soon as at least two trustees have signed it.
- e. **Blanket Certificate.** Blanket Certificates (BCs) are utilized, typically, to allow for multiple purchases (up to a certain threshold) for a certain defined purpose. In order to ease reconciliation and tracking of BCs, the Fiscal Officer will send an e-mail to the Administrator and the Service Director immediately after a new BC is created or an existing BC has been fully expended and is, therefore, closed. **The fact that more than one BC can be open for any defined purpose will ease tracking and reconciliation.**
- f. **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 (e.g. not adhering to regular maintenance schedules) 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 but less than \$3,000 shall require the prior consent of at least two trustees AND must be subsequently approved on a then-and-now basis by the board of trustees, as defined below.
- g. **Then-and-Now Purchases.** For any Emergency Purchase, as well as any commitment made prior to issuance of a purchase order made 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.
- h. **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 under this Policy or federal

or state law has been obtained; and 3) a purchase order has been opened, certified by the Fiscal Officer, and signed by two trustees.

- i. **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, said invoice shall be date stamped, and marked or stamped with “OK to pay”, 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.
- j. **Contracts.** All Township contracts shall be signed by the Board of Trustees or, for contracts not exceeding \$1,500 and not further requiring trustee signature, the Township Administrator.

III. PURCHASING REQUIREMENTS, THRESHOLDS, AND SPECIAL PROCEDURES

a. Statutory Requirements

This Policy is based on statutory requirements and thus 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 law. When a purchase through a joint purchasing program (e.g. a state bid) 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 the date this Policy is being adopted are at least 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. 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, per ORC §511.01.
- 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 by this Policy, such purchases shall be made after reasonable 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 making reasonable efforts to secure at least two verbal or electronic 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 electronic 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 making reasonable efforts to secure at least three written proposals. The written specifications prepared, and written proposals received shall be attached to the appropriate purchase requisition form, if requested by the Board of Trustees, the Fiscal Officer, or the 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.

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 equal to or less than \$1,000 that are going to be made using the Township credit card, can be made by department heads upon securing Township Administrator written authorization. Such purchases will not require submission of a full Purchase Requisition (PR) Form prior to expenditure. Nonetheless, a PR, an invoice listing the supplies, equipment or contract services to be purchased, and a receipt for payment, via said credit card, should be submitted to the Township Administrator AND Township Secretary within 48 hours of the purchase, along with an indication of the PO or sub- fund from which the funds will be drawn, for cataloguing and reconciliation. **Further, all requests for purchasing approval sent to the Township Administrator should be copied to the Fiscal Officer.**
 2. Prior to a purchase authorization at this monetary level, either the Township Administrator or the Fiscal Officer must determine whether there are sufficient funds available, in a given sub-fund or PO, to support the requested purchase.
 3. As indicated in Section III(b) above, a minimum of two verbal or

electronic 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 equal to or less than \$1,500 can be made by department heads by first securing Township Administrator written authorization. All budgeted, normal operating purchases will require submission of a full Purchase Requisition (PR) Form. An invoice, along with the PR, 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 must also be copied to the Fiscal Officer.**
2. Prior to a purchase authorization at this monetary level, either the Township Administrator or the Fiscal Officer must determine whether there are sufficient funds available in a given sub-fund or PO to support the requested purchase.
3. As indicated in Section III(b) above, a minimum of two verbal or electronic 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 equal to or less than \$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 that exceed \$3,000 must be approved by a resolution passed by at least two members of the Board of trustees. Reasonable efforts must be used to secure three written quotes or full proposals (depending on the size and nature of the purchase) 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 appropriate department head for review and processing. Said department head shall 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 Section 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 shall be awarded under the same or similar procedures that the ORC outlines for a competitive bid of supplies and services as enumerated above.
- b.** Recommended bidding process-The Township is governed by many different laws and the following is an approximate guideline for the bidding process to follow:
- i. The Board of Trustees approves proceeding with the public improvement/purchase pursuant to O.R.C. 9.312 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. Specifications must include:
 1. The scope of the project
 2. Legal advertisement
 3. Tax delinquency form
 4. Bid bond and
 5. 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 and Township Administrator.
 - 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 itself. 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, if applicable, to the contractor.
 - xi. Requirements of bid package are met (e.g. OSHA Training,

- xii. Worker’s Compensation and Drug Free Workplace Policy, etc.). “Articles of Agreement” or “contract” is executed by all necessary parties 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. This does not apply to supply vendors.
- xxi. Completed file will be kept together including a check of all the above for the state auditor to review.

V. CREDIT CARD ACCOUNT POLICY (2019)-Approved via Resolution No. 19/02-04D

a. PURPOSE

Ohio Revised Code Section 505.64 permits the Board of Trustees of Northfield Center Township to authorize an officer, employee, or appointee of the Township to use a credit card account held by the Board. This Credit Card Account Policy is enacted to govern the use of any credit card accounts and their related presentation instruments, including credit cards and checks, by any and all people authorized by the Board to use a credit card account held by the Board of Trustees.

b. DEFINITIONS

- i. “Authorized User” means an officer, employee, or appointee of Northfield Center Township that has received authorization to use a credit card account held by the Board of Trustees.
- ii. “Board” means the Board of Trustees of Northfield Center Township, located in Summit County, Ohio.
- iii. “Credit Card Account” or “Account” means any bank-issued credit card account, store-issued credit card account, financial institution-issued credit card account, financial depository-issued credit card account, affinity credit card account, or any other card account allowing the holder to purchase goods or services on credit or to transact with the account, and any debit or gift card account related to the receipt of grant moneys. It does not include a procurement card account, gasoline or telephone credit card account, or any other card account where merchant category codes are in place as a system of control for use of the card account.
- iv. “Credit Card” means a credit card related to a Credit Card Account held by the Township.
- v. “Fiscal Officer” means the Northfield Center Township Fiscal Officer.

- vi. "Township" means Northfield Center Township, Summit County, Ohio.
- vii. "Policy" or "Credit Card Account Policy" means this policy and all exhibits, amendments, and supplements.

c. ARTICLE I. USE OF A CREDIT CARD ACCOUNT

- i. **Section 1. Authorized Users.** The Board may authorize an officer, employee, or appointee to use a Credit Card Account from time to time. The list of people authorized to use a Credit Card Account, and their position with the Township, is contained on Exhibit A (the "Authorized User List") attached to this Policy. The Authorized User List should be updated by the Board, the Township Administrator, or the Township Fiscal Officer each time a person is added or removed from such list.
- ii. **Section 2. Authorized Expenses.** The Board may expressly limit the terms of use of a Credit Card Account with each Authorized User at any time. Any Credit Card Account, regardless of Board approval, may only be used to purchase work-related goods and services incurred on behalf of the Township. Such work-related goods and services include, but are not limited to, gasoline for Township vehicles, meal allowances, and equipment purchased on behalf of a Township project in which the Authorized User is directly participating and involved.
Generally speaking, credit cards transactions shall be limited to no more than \$500. In the event of an emergency, the Authorized User shall notify the Fiscal Officer of the need to spend an amount in excess of the limit. The required documentation for such transaction contained in this Policy shall be submitted to the Fiscal Officer no later than forty-eight (48) hours after the transaction.
- iii. **Section 3. Unauthorized Expenses.** Any purchase made beyond specific authorization limits imposed by the Board, if any, or what is authorized in this Policy, is an unauthorized expense. The use of a Credit Card Account for personal expenses is **expressly prohibited**. Personal expenses include those expenses that are not incurred as a direct result of the Authorized User's employment with the Township. Personal expenses include, but are not limited to: gasoline for personal vehicles, cash advances, any amount in excess of meal allowances, alcoholic beverages, tobacco, gambling, and personal goods.
- iv. **Section 4. Guidelines for Acquisition, Use, and Management.**
 - 1. **Acquisition.** The Board must authorize an individual to use a Credit Card Account before a person may become an Authorized User and acquire access to a Credit Card or other presentation instrument associated with a Credit Card Account. The Board may place limits on the authorization of use of a Credit Card Account at

such time as a person receives authorization to use a Credit Card or any time thereafter, at the Board's discretion and upon notice to the Authorized User. Upon the Board's authorization, the person receiving authorization must sign a copy of the attached Exhibit B, acknowledging they received a copy of this Policy and agreeing to abide by it.

2. **Permitted Uses.** Authorized Users may use a Credit Card Account for Authorized Expenses, as described in Article I, Section 2 of this Policy, incurred only by the Authorized User. An Authorized User may not transfer the Credit Card or purchase goods on behalf of any other person, regardless of whether the person is an employee of the Township or is purchasing goods or services for the Township.

Authorized Users may, unless otherwise prohibited by the Board, use a Credit Card in person, online, over the telephone, by mail, or through fax. All purchases must be evidenced by an itemized receipt. If purchasing goods online, the Authorized User must use reasonable care and judgment regarding the authenticity and security of a website.

3. **Reasonable Care.** Authorized Users must use reasonable care when using a Credit Card.
4. **Notification of Purchase.** Prior to using a Credit Card, the Authorized User must notify the Board, the Town Administrator, or the Fiscal Officer of the intended purchase.
5. **Storage.** Authorized Users must take measures to ensure Credit Cards, checkbooks, and any other presentation instruments associated with a Credit Card Account are kept in a secure place at all times.
6. **Receipts.** Original, itemized receipts must be submitted to the Fiscal Officer or the Fiscal Officer's designee as soon as reasonably possible, preferably within 48 hours of the purchase. The receipt should include the customer copy of the receipt, any invoice from the vendor, the cost of the goods or services purchased, and the date of the purchase. The Authorized User should also submit documentation verifying the purchase was made on behalf of the Township, if necessary, to describe the purchase.
7. **Return of Credit Card to Township.** If the Township decides to distribute credit cards to authorized users, the Authorized User, upon resignation, termination, or change in position within the Township shall return said Credit Card to the Town Administrator or Fiscal Officer immediately. Additionally, the Credit Card shall be immediately returned if the Township revokes authorization to use the Credit Card or requests the return of the Credit Card. If the Township Administrator retains possession of the Credit

Cards, an Authorized User must return a Credit Card to the Town Administrator or Fiscal Officer within a reasonable time after use. No Credit Card may remain signed out for a period longer than one day.

- v. **Section 5. Liability.** The Authorized User will be personally liable for reimbursing the Township for any of the following:
 - 1. Upon any official bond the Authorized User has given to the Township to reimburse the Township treasury the amount for which the Authorized User does not provide itemized receipts;
 - 2. Expenses charged to the Credit Card that are not documented and submitted to the Fiscal Officer or the Fiscal Officer's designee;
 - 3. Expenses that exceed the scope of the authorization allotted by the Board of the Authorized User's use of the Credit Card;
 - 4. Unauthorized expenses;
 - 5. Purchases the Authorized User allowed an unauthorized user to make;
 - 6. Any other purchases made with the Credit Card that are in violation of this Policy, and the amendments and supplements thereto.

The County Prosecutor is authorized to and shall recover the amount of any unauthorized expenses incurred by an Authorized User who either uses a Credit Card, or allows another person to use a Credit Card, in an unauthorized manner and fails to immediately and voluntarily make restitution to the Township for the total amount of the unauthorized purchase(s). This section does not limit any other liability of the employee or officer who carried out the unauthorized use.
- vi. **Section 6. Misuse.** Using a Credit Card for Unauthorized Expenses, as the same are discussed in Section 3 of this Article I, constitutes misuse. Failing to submit receipts, or submitting incomplete information, within a reasonable time after making a purchase also constitutes misuse.

Any public servant, as the same is defined in §2921.01 of the Revised Code of Ohio who knowingly misuses a Credit Card, will be subject to criminal prosecution pursuant to §2913.21 of the Revised Code of Ohio. Misuse of a Credit Card may result in disciplinary action up to and including termination.
- vii. **Section 7. Issuing or Re-Issuing a Credit Card.** A Credit Card should be issued or re-issued at the discretion of the Board. Upon the written request of an employee, prior Authorized User, or current Authorized User, the Board may re-issue a Credit Card.
- viii. **Section 8. Cancellation and Stolen/Lost Credit Cards.** An individual Credit Card connected to a Credit Card Account should be cancelled upon the determination of the Board.

In the event a Credit Card is lost or stolen, or the Authorized User has reason to believe a Credit Card is lost, stolen, or used in an unauthorized manner, the Authorized User shall immediately notify the Fiscal Officer or the Fiscal Officer's designee in person or by phone and in writing. The Fiscal Officer or the Fiscal Officer's designee must notify the card issuer immediately. The Authorized User must provide all necessary information required by the Township or the card issuer relating to the disappearance of the Credit Card.

- ix. **Section 9. Credit Card Account Limits.** The credit limit on each Credit Card Account held by the Township is included on the attached Exhibit C incorporated herein by reference and should be updated upon any change of limits or additional credit lines.

d. ARTICLE II: RULES FOR TOWNSHIP CREDIT CARD ACCOUNTS

- i. **Section 1. Credit Card Account Instruments.** The Township's name shall appear on each presentation instrument related to the Credit Card Account, including but not limited to Credit Cards and checks.
- ii. **Section 2. Annual Report.** The Fiscal Officer or the Fiscal Officer's designee annually shall file a report with the Board detailing all rewards received, if applicable, based on the use of the Credit Card Accounts.
- iii. **Section 3. Payment.** Debt incurred as a result of the legitimate use of a Township credit card shall be paid from moneys appropriated by the Board.
- iv. **Section 4. Administrative Duties.** (SECTIONS TO BE INCLUDED IF THE FISCAL OFFICER **DOES NOT** RETAIN GENERAL POSSESSION AND CONTROL OF THE ACCOUNT AND INSTRUMENTS RELATED TO THE ACCOUNT, INCLUDING CREDIT CARDS AND CHECKS.) Each month the Fiscal Officer shall present a Credit Card Account transaction detail from the previous month to the Board. The Board shall review the Credit Card Account transaction detail and the chairperson of the Board shall sign an attestation stating the Board reviewed the transaction detail.