

**CITY OF HILLSBORO, OHIO
RESOLUTION NO. 23-07**

A RESOLUTION AUTHORIZING THE HILLSBORO CITY AUDITOR TO FILE AN APPLICATION FOR A CREDIT CARD IN THE NAME OF "THE CITY OF HILLSBORO" WITH MERCHANTS NATIONAL BANK LOCATED AT 100 N. HIGH STREET, HILLSBORO, OHIO AND DECLARING AN EMERGENCY

WHEREAS, the City of Hillsboro desires to file an application for a major credit card to be used for certain high volume, low dollar commodities; reduce payment difficulties for employees traveling on City business; provide a payment methodology when no other is available; and simplify the procurement process.

WHEREAS, the maximum requested credit limit for the credit card is \$40,000 with two card holders: Hillsboro City Auditor and Hillsboro Safety Service Director.

WHEREAS, the individual limit for use for each card holder will be \$20,000 maximum.

WHEREAS, the open account with American Express Card will be CLOSED effective immediately upon approval of the Credit Card with Merchants National Bank.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HILLSBORO, STATE OF OHIO, WITH 2/3 OF ALL COUNCIL MEMBERS CONCURRING THAT:

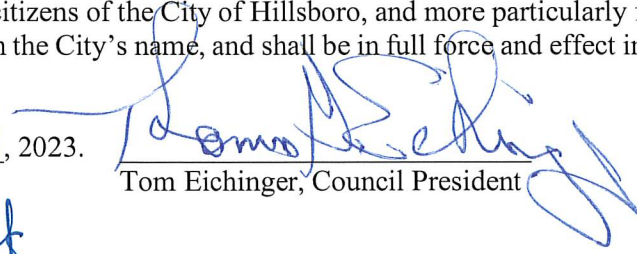
SECTION ONE: The City Auditor is authorized to apply for a credit card with Merchants National Bank as requested (see Exhibit A). Cancellation of the American Express Card Account will occur once approved for the Merchants National Bank Credit Card.

SECTION TWO: The Credit Card Policy will remain effective for any and all credit cards held by the City of Hillsboro, Ohio. Any delegate of the Card Holder will be required to read the Policy and Procedure for Credit Card Use and sign and date the Attestation Sheet (see Exhibit B).


SECTION THREE: Council hereby finds and determines that all formal actions relative to the passage of this resolution were taken in an open meeting of the Council, and that all deliberations of the Council and its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION FOUR: This Resolution is hereby declared to be an emergency measure necessary for health, welfare, and safety of the citizens of the City of Hillsboro, and more particularly for the City to immediately acquire a credit card in the City's name, and shall be in full force and effect immediately upon its adoption.

Passed this 12th day of January, 2023.


Tom Eichinger, Council President

Attest: 
Whitney Aliff, Clerk of Council

Approved:  _____
Justin Harsha, Mayor

Date: 1/12/2023

Approved:  _____
Patty Day, Auditor

Date: 1/12/2023

Prepared by the City Auditor.

CERTIFICATION

The undersigned City of Hillsboro Clerk of Council certifies that the foregoing resolution is a true and accurate copy of the original kept by me as custodian of records. Certified this 12th day of January, 2023.

 _____
Whitney Aliff, Clerk of Council

(Exhibit A)

JSMAN



Merchants National Bank
Local People • Local Decisions • Local Commitment

Commercial Credit Card Application

Requested Credit Limit \$ 40,000

Application Date 1/9/2023

If requesting joint credit initial here _____

Borrower's Name and Address	Date
City of Hillsboro	1/9/2023
Attn: Auditor's office	Telephone # 937-393-5791
130 N. High St.	Tax I.D. # 31-6001620
Hillsboro, OH 45133	Nature of Business City Government
	Business Year End Date 12/31/2023

Document Check List

This checklist is provided to help you gather information for evaluation of you credit card request. This information is necessary to process your application. It may be necessary to request additional documents not listed below in order to process your application.

- Most Recent Tax Return and Financial Statement for Borrower and any Guarantors.
- Person Financial Statement for all Guarantors
- Appropriate business resolution (If Applicable)
- Articles of Incorporation/Partnership Agreement, etc. (If Applicable)

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract); because all or a part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act, the federal agency that administers compliance with this law concerning this credit is:

Federal Deposit Insurance Corporation—Consumer Response Center
110 Walnut St., Box #11 Kansas, MO 64106

This information and the information provided on all accompanying financial statements, forms, and schedules is provided for the purpose of obtaining credit for the Applicant(s) or for the purpose of Applicant(s) guaranteeing credit for others. Applicant(s) acknowledge that representations made in this statement will be relied on by the bank in its decision to grant such credit. This statement is true and correct in every detail and accurately represents the financial condition of the Applicant(s) on the date given below and stated on all financial documents. The bank is authorized to make all inquiries it deems necessary to verify the accuracy of the information contained herein and to determine the creditworthiness of the Applicant(s)/Guarantors. Applicant(s) will promptly notify the bank of any subsequent changes which would affect the accuracy of this statement. The bank is further authorized to answer any questions about Creditor's credit experience with Applicant(s)/Guarantors. Applicant(s) are aware that any knowing or willful false statements regarding the financial condition of the Applicant(s)/Guarantors for purpose of influencing the actions of the bank can be a violation of federal law, 18 U.S.C. & 1014, and may result in a fine or imprisonment or both.

By signing below, each applicant/guarantor declares that he/she has read and understand the statement above.

Applicant Signature(s)

<u>Patty S. Day Auditor</u>	<u>1/9/2023</u>		
Signature/Title	Date	Signature/Title	Date
Signature/Title	Date	Signature/Title	Date

Guarantor Signature(s)

Legal Name (Print)	Legal Name (Print)
<u>City of Hillsboro</u>	
Address	Address
<u>130 N. High St.</u>	
City, State, Zip	City, State, Zip
<u>Hillsboro, OH 45133</u>	
Phone #	Phone #
<u>937-393-5791</u>	
Signature	Signature
<u>Patty S. Day Auditor</u>	
Date	Date
<u>1/9/2023</u>	

Cardholder/Limit

<i>Patty S. Day (Auditor)</i>	<i>Patty S. Day</i>	<i>\$ 20,000</i>
Printed Name	Signature	Individual Limit
<i>Brianne L. Abbott (SSD)</i>	<i>[Signature]</i>	<i>\$ 20,000</i>
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit
Printed Name	Signature	Individual Limit

Company's Primary Contact Name: *Patty S. Day City Auditor*
**This individual will be the primary contact for all Bank communications including possible fraud cases*

Internal Use Only

Branch: _____ Employee Name: _____

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	Prime plus 5% or Prime plus 10% When you open your account, based on credit worthiness. After that your APR will vary with the market based on the Prime Rate or results from a periodic credit review.
APR for Balance Transfers	Prime plus 5% or Prime plus 10% When you open your account, based on credit worthiness. After that your APR will vary with the market based on the Prime Rate or results from a periodic credit review.
APR for Cash Advances	Prime plus 20% When you open your account. After that your APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	18.99%, After 30 days Late. This APR may be applied to your account if you: 1.) Make a late payment; 2.) Go over your credit limit; 3.) Make a payment that is returned; or 4.) Do any of the above on another account that you have with us. How Long Will the Penalty APR Apply? If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.
How to Avoid Paying Interest	Your due date is at least 10 days after the close of each billing cycle. We will not charge you interest on retail purchases, cash advances and balance transfer if you pay your entire balance by the due date.
Minimum Interest charge	None

Fees

Annual Fee	None
Transaction Fees	
- Balance Transfer	None
- Cash Advances	Up to \$50.00 or 2.5% of the amount advanced
- Foreign Transactions	Up to 1.0%

Penalty Fees	
- Late Payment	Up to \$35.00

- Over the Credit Limit	Up to \$35.00
- Returned Payment	Up to \$35.00
Other Fees	3% Balance Transfer Fee; \$50 minimum

Minimum Payment	1% or \$20 whichever is greater
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Variable Rate Calculation:

Your variable rates may change when the Prime Rate changes. We calculate variable rates by adding a percentage to Prime Rate as published in The Wall Street Journal on the 10th day of each month. Purchases and Transfer APRs are determined by: the Prime Rate plus 5% or 10%, Cash Advance APR is determined by: the Prime Rate plus 20%. Any increase in the Prime Rate may increase your Interest Charges and your Minimum Payment.

How We Will Calculate Your Balance:

We use a method called "average daily balance" (including new purchases). An explanation of this method is proved in your account agreement. Billing Rights: Information on your rights to dispute transactions and how to exercles those rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Billing Options

Please choose from one of the following billing options:



Consolidated Billing

- a. There is one consolidated bill for the entire company. The company will only have to make 1 payment on behalf of all the authorized users.
- b. A consolidated statement will be generated that includes each authorized user's transactions.
- c. The balance from each authorized user's card rolls over to the control account so the user essentially has their entire card limit to available to spend.
 - i. The authorized user will not be able to exceed the overall available credit for the business.



Individual Billing

- a. Each authorized user will receive their own statement and bill.
- b. There will be a consolidated statement that generates but is informational only.
 - ii. There will not be a consolidated bill.
- c. To make an online payment with this billing option, the authorized user must enroll their account number in Online Access.

EXHIBIT B

Attestation

CITY OF HILLSBORO, OHIO

I, AS THE DESIGNEE OF THE CARD HOLDER HAVE REVIEWED THE CITY OF HILLSBORO'S CREDIT CARD/PURCHASING CARD POLICY AND I AGREE TO ITS TERMS.

I ALSO UNDERSTAND THAT THIS CARD IS NOT FOR PERSONAL USE AND IT MAY ONLY BE USED FOR CITY PURCHASES.

I ALSO UNDERSTAND THAT ANY UNAUTHORIZED PURCHASES OR INTENTIONAL MISUSES OF THE CREDIT CARD WILL RESULT IN PERSONAL LIABILITY FOR THE TOTAL DOLLAR AMOUNT OF SUCH UNAUTHORIZED PURCHASES, PLUS ANY ADMINISTRATIVE FEES CHARGED BY THE PROVIDER IN CONNECTION WITH THE MISUSE. I ALSO UNDERSTAND I WILL BE SUBJECT TO DISCIPLINARY ACTION.

EMPLOYEE SIGNATURE: _____

DATE: _____