# BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date:

February 13, 2018 at 7:00pm

Bazetta Township Administration Building

3372 State Route 5 Cortland, Ohio 44410

#### Present:

Vice Chairmen Trustee Paul Hovis - Absent

Trustee Frank Parke

Chairman Trustee Ted Webb

Admin. Secretary Robyn Metheny

Trustee Parke reminded the assemblage of the Public Comment procedures and the meeting is being video and audio recorded

056-18 To accept the minutes from the January 23 Regular Meeting.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

057-18 To accept the minutes from the January 29 Special Meeting.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

058-18 To accept the minutes from the January 30 Special Meeting. Tabled

Motion:

None

<u>059-18</u> To accept the minutes from the February 7 Special Meeting.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

060-18 To accept the minutes from the February 8 Special Meeting.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

061-18 To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

062-18 To appoint Chief Dennis Lewis as the representative for Bazetta Township on the Trumbull County EMA Advisory Board.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

<u>063-18</u> To authorize the attached Resolution Authorizing Bazetta Township to Enter into an Agreement for the Establishment of the Trumbull County Council of Governments.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

#### Correspondence (Copies available upon request):

• Resignation from IT Specialist Joel Davis

#### Administration:

Nothing to report

#### Fire Department:

• See Attached Report

## **Police Department:**

• See Attached Agenda & Report

064-18 To accept a grant from the Office of Criminal Justice Service for FY2017 JAG-LE in the amount of \$8699.40, with a local cash match of \$966.60, to be paid from the Police Equipment Fund.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

<u>065-18</u> To approve an hourly rate increase of \$1.00 per hour to \$12.00 per hour for Part-Time Secretary Jean Eddy, retroactive to January 1, 2018.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

<u>066-18</u> To approve an hourly rate increase of \$1.00 per hour to \$11.00 per hour for Zoning Department Jean Eddy, retroactive to January 1, 2018.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

<u>067-18</u> To approve an expenditure of \$2,000.00 to Mahoning Valley Crisis Response Team for 2018 Dues, to be paid from the Police Fund.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

068-18 To approve an expenditure of \$28,400.00 to Ford Motor Credit for 2018 Ford Interceptor Utility Vehicle, to be paid from the Police Equipment Fund.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

069-18 To adopt the attached Donation Agreement.

Motion:

Trustee - Parke

Second:

Trustee - Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

<u>070-18</u> To approve the attached Resolution to Accept the Donation of Property for Use by the Bazetta Township Police Department.

Motion:

Trustee - Parke

Second:

Trustee - Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

#### Road Department:

• Trustee Parke stated someone was coming in to look at the brakes on one of the trucks.

#### Planning Director, Zoning Inspector & Code Enforcement Officer:

See attached report.

# Zoning Commission & Zoning Board of Appeals:

• Trustee Webb stated a text revision was forwarded to the trustees.

#### Parks & Recreation Board:

Levy on the May Ballot.

#### Asked to be placed on the Agenda:

None

#### **Public Comment:**

- Bob McBride, 3367 Warren-Meadville Road, had questions on the SUV donation, which secretary
  got the raise, what unions were up for negotiations, what is the price for IT Services, and who does
  the township paving? Trustee Webb replied.
- Stan Shrodeck, Lakeshore Drive, is the township going to patch holes? Trustee Parke replied.
- Chuck Jacobs, 3083 Fallehn Drive, when is the township going to pave Fallehn Drive? Trustee Webb explained the process.

**071-18** To adjourn the meeting at 7:22pm.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Parke - Yes

Trustee Webb - Yes

Attested by

Dated:

10111

TS 4. 1.

2/27/2018

Approved by: Chairman Trustee Ted Webb

# PENDING WARRANT REPORT Bazetta Township [2018]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose ,
31278 31279 31280 31281 31282 31283 31284 31285 31286 31287 31288 31289 31290 31291 31292 31293 31294	216.90 164.81 133.30 150.00 499.00 106.82 25.00 1582.42 21.40 254.73 400.00 50.00 2055.90 4645.71 3208.88 40.62 160.00	PW31278 VW31279 VW31280 VW31281 VW31282 VW31283 VW31285 VW31286 VW31287 VW31288 VW31289 VW31290 VW31290 VW31291 VW31293 VW31294	City of Warren City of Warren, Utility Services Finger Lakes System Chemistry TACP TD Networks Identification Technologies Mark Thomas Ford Micro Doctor IT Ohio Edison Professional ID Cards, Inc. Quality Truck Body & Equipment Co., Inc. Schultz Towing, Inc. Treasurer, State of Ohio Trumbull SWCD Turner, May and Shepherd Trumbull 911 Time Warner Cable-Northeast VMA Otal Amount of Pending Warrants	PAYMENT - WITHHOLDING WARRANT Service Parts/Supplies Membership Service Parts/Supplies Registration Service Supplies Parts/Supplies Tows Service 2018 Conservation Appropriati Legal Service 911 Service Service Tuition
	10,10,40	1.	white part and a control of the cont	

Resolution No. 063-/8. Passed: February 13 2018 A resolution authorizing the Township, city, village, or municipality of BAZOHU TOWNShip to enter into agreement for the establishment of the Trumbull County Council of Governments?
WHEREAS, Ohio Revised Code ("ORC") Chapter 167 authorizes certain political subdivisions to enter into agreements establishing a regional council of governments (COG) for the purpose of providing certain public services on a cooperative basis, and
WHEREAS, the Board of Trustees of, BAze Ha township or Council of the Political subdivision of, now desires to enter into, and to authorize the execution of the COG Agreement for the Year 2018.
Whereas, there will be dues collected established for the year of 2018, based upon the population of the Township, City or Municipality.
NOW, THEREFORE, BE IT RESOLVED, by the elected officials of: BAZeHa Township in Trumbull County, State of Ohio, concurring that:
This resolution shall take effect and be in full force upon passage in accordance with all applicable provisions and sections of the charter
Passed this 13 day of February 2018
Though buth Treater
Grank W. Jarke TRUSTEB -
Passed this 13 day of February , 2018  The Ly With Treater

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# TRUMBULL COUNTY COUNCIL OF GOVERNMENTS CONSTITUTION AND BY-LAWS

## PREAMBLE:

It is hereby affirmed that:

- A. The local governments Trumbull County, cities, villages, townships, that represent and serve the citizens of the Trumbull County, Ohio, have common opportunities, issues and problems that transcend their individual jurisdictions;
- B. The destinies of each of the above groups rest with the interrelated and collective voluntary cooperation of the local governments, to meet broader concerns that can be more efficiently solved through cooperative and coordinated approaches.
- C. It is vital to strengthen the capabilities of each unit of government by combining resources to meet common challenges that may be beyond the capacity of individual units of government.

## **DEFINITIONS:**

- A. Trumbull County Council of Governments (TCCOG) A voluntary association organized on the \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_ and established under Chapter 167 of the Ohio Revised Code. It is comprised of local governments, located in Trumbull County, Ohio.
- B. <u>Governmental Members</u> Trumbull County, cities, townships & villages, located within Trumbull County that have joined TCCOG.
- C. <u>Representatives</u> Persons who have been appointed or designated to represent Governmental Members to the TCCOG.

## I. PURPOSE

## **MISSION STATEMENT:**

To facilitate the participation of Trumbull County Communities and partners in areas of collaboration, resource sharing and challenge resolution, with the common objective of improving operations and efficiencies for the benefit of Trumbull County as a whole.

- A. TCCOG fosters progress through networks of public partnerships.
- B. TCCOG serves as a forum for assessing and acting on issues and problems through cooperative efforts by formulating policies, plans and programs and facilitating actions that are common to its members; that are cost effective and efficient for the members; and that contribute to the effectiveness of local governments and the quality of life enjoyed by citizens of Trumbull County.

C. TCCOG is not a government, nor does it seek to become one. Furthermore, TCCOG has no intention to compete with Eastgate Regional Council of Governments or any of the functions of Eastgate Regional Council of Governments.

# II. POWERS & DUTIES

## A. TCCOG Shall:

- 1. Study issues and problems common to its member governments, as it deems appropriate.
- 2. Promote cooperative arrangements and coordinate action between and among its member governments, other agencies of local or state governments and the federal government;
- 3. Make recommendations for review and action to members and nonmember governments and public agencies, the private sector, and other organizations that perform functions within Trumbull County.
- 4. Perform any and all acts appropriate, necessary, or incidental to the furtherance or accomplishment of the foregoing purposes.

# B. TCCOG May:

1. Engage in any activity, enterprise or endeavor, not prohibited by law, which a majority of its voting members deem to be consistent with and in furtherance of the goals and objectives of TCCOG.

The authority granted to TCCOG in Section II (A) and (B) or in any agreement between members thereof shall not displace any existing municipal, county, regional, or other planning commission or planning agency in the exercise of its statutory powers.

# III. MEMBERSHIP

#### A. **ELIGIBILITY:**

- 1. The following groups are automatically eligible for TCCOG membership.
  - a. Trumbull County;
  - b. Any city, township or village located within Trumbull County.
  - c. Geauga Trumbull Solid Waste Management District.

- d. Trumbull County Combined Health District.
- 2. The following groups may apply for TCCOG membership, subject to the approval of the Governmental Members.
  - a. Any sub governmental agency serving under the Trumbull County Commissioners.
  - b. Any non-profit entity, headquartered in Trumbull County, nominated by not less than two of the Governmental Members.

# B. **CONDITIONS:**

To become a member an eligible entity shall:

- 1. Formally enter into an agreement with TCCOG to commit to support and endorse the purpose of the TCCOG, and;
- 2. Pay the annual membership fee.

# C. MEMBER PARTICIPATION IN TCCOG:

1. Each governmental member of the TCCOG will designate representatives of the Governmental Member to have voting rights consistent with the provisions of these bylaws. The Trumbull County Commissioners' President, Mayor of the member city or village, and Chairperson of the Board of Trustees of the member township shall be designated representatives of their respective entities.

# IV. TCCOG BODIES & OPERATIONS

## A. **LEADERSHIP:**

- 1. Chairperson.
  - a. The Chairperson shall act as the presiding official at all meetings of TCCOG and shall form committees and make committee assignments as the business of TCCOG shall periodically require.
- 2. Two (2) co-vice chairpersons.
  - a. Vice Chairpersons shall assist the Chairperson in the fulfillment and execution of his/her duties as required and shall serve as interim Chairperson in his/her absence.

b. One Vice Chairperson shall be elected in even numbered years and the other in odd numbered years.

# B. **MEETINGS:**

- 1. Meetings shall be held:
  - a. At a time designated by the Chairperson;
  - b. At a place located in Trumbull County, Ohio;
  - c. Upon not less than 7 days written notice delivered by regular U.S. Mail to all members (which notice shall be deemed effective when postmarked if properly addressed);
  - d. During the second month of each quarter of the calendar year and at any other time required or desirable to conduct the business of TCCOG.

# C. VOTING:

- 1. Each Governmental Member shall be represented by voting members as defined by these bylaws.
- 2. Unless otherwise so moved, any measure before the TCCOG shall be adopted only when it receives an affirmative vote of a majority of the quorum.
- 3. Quorum shall exist when more than fifty percent of the eligible voting Government Members are present.

# V. MEMBERSHIP FEES

- A. For TCCOG's first year of operation, which shall be calendar year 2018, membership dues shall be calculated as follows:
  - 1. Member entities whose population exceeds ten thousand shall pay \$300.00.
  - 2. Member entities whose population exceeds five thousand shall pay \$200.00.
  - 3. Member entities whose population exceeds less than five thousand shall pay \$100.00.

- B. Governmental Members shall each contribute annual membership fees to TCCOG. Membership fees shall be calculated at the rate of \$\_\_\_\_\_ per capita utilizing the population data of the most recent U.S. Census report. Membership fees may be adjusted for any individual member by a downward or upward departure upon motion and approval of the membership.
- C. Non-Governmental Members of TCCOG shall pay an annual membership fee which reflects their respective role, function and contribution to TCCOG and which is approved by a majority of the membership.

# VI. AMENDMENT OF BY-LAWS

These by-laws may be amended at a meeting of the TCCOG, provided that such amendment has been presented at a meeting of the TCCOG at least thirty (30) days prior to the meeting and that the proposed amendment has been submitted to each Governmental Member at least fifteen (15) days prior to the meeting.

# **ARTICLE 1:**

The name shall be **TRUMBULL COUNTY COUNCIL OF GOVERNMENTS.** The term "Council" as used herein shall mean "Trumbull County Council of Governments".

# ARTICLE 2:

The Trumbull County Council of Governments (COG) shall include as voting members, Trumbull County and all the subdivisions therein; Cities: Cortland, Girard, Hubbard, Niles and Warren; Villages: Lordstown, McDonald, Newton Falls, Orangeville, West Farmington and Yankee Lake; Townships: Bazetta, Bloomfield, Braceville, Bristol, Brookfield, Champion, Farmington, Fowler, Greene, Gustavus, Hartford, Howland, Hubbard, Johnston, Kinsman, Liberty, Mecca, Mesopotamia, Newton, Southington, Vernon, Vienna, Warren and Weathersfield.

A. Member entities with populations over ten thousand shall have (3) voting members; Member entities with populations between five thousand to ten thousand shall have (2) voting members; Member entities with population under five thousand shall have (1) voting member.

# **ARTICLE 3:**

The following non-voting members shall include; Elected Officials, County Engineer, County Auditor, County Treasurer, County Sheriff and County Prosecutor; County Department Directors: Trumbull County Planning Director, County Health Commissioner, Homeland Security/Emergency Management Director and County Sanitary Engineer; County and Regional Agencies: Eastgate Regional Council of Governments, Soil and Water Conservation Administrator.

#### **ARTICLE 4:**

An annual membership meeting shall be held during the month of January, of which date, time and location are to be determined by the Chairperson, for the purpose of electing a Board of Directors, adopting the By-Laws and other business to be brought before the Council. Thereafter:

- A. Special meetings for the membership shall be held at any time and place as may be designated in the notice of said meeting, upon the call of the President or the Board of Directors either at their own request or upon written petition by the last ten voting council members.
- B. Written notice of every meeting of the membership, stating the date, time and place of the meeting shall be given by regular U.S. Mail to each member no less than seven (7) days before the date of the meeting. Such notice shall be deemed delivered when postmarked with postage thereon prepaid, addressed to the members at their addresses as they appear on the council record of membership.
- C. One third of the council members, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the council membership. If a quorum is not present or represented at any meeting of the council membership, no normal business may be transacted and the meeting shall be for informational purposes only and may be adjourned until a later date. If the adjournment is more than thirty (30) days, a notice of the adjourned meeting shall be given to each council member.
- D. When a quorum is present or represented by a proxy at any meeting, the vote of the majority of the voting council members present in person or requested by proxy shall decide any questions brought before such meetings, unless these By-Laws require a different vote in which case such provisions shall govern and control the decision. If no quorum is present at a regularly scheduled meeting, the TCCOG may retire to executive session for such purposes permitted under all applicable rules and statutes.
- E. Roberts Rules of Order Newly Revised shall govern the parliamentary procedures of the Trumbull County Regional Council of Governments, when not in conflict with these By-Laws. The order of business may be altered or suspended at any meeting upon motion and by a majority vote of the council members present.

# **ARTICLE 5:**

A. The Board of Directors shall consist of no more than eleven (11) Directors, with one elected as Chairperson, elected by the members eligible to vote and shall govern The Trumbull County Council of Governments. The term of office for each Director shall be two (2) years, except that the term of office of the first Board of Directors under these By-Laws shall be as follows:

Nominations to the Board from the membership list shall be made by the Nominating Committee appointed by the Chairperson and shall be set forth in the notice of the annual meeting. Each Director shall hold office for the term to which they are elected and until their successor shall have been elected and qualified. Directors in office may be reelected for one consecutive term. The immediate past Chairperson's term as a full or ex-official member of the Board of Directors shall begin at the normal termination of his/her term as Chairperson and shall continue to the next annual meeting or until his/her term as Director would normally expire.

- B. A Director voted by the Board to fill a vacancy shall complete the unexpired term of their predecessor in office. Any Director who is absent from two consecutive meetings without good and sufficient reasons and advance notification to the Chairperson may be removed as a member of the Board of Directors upon a majority vote of the Board.
- C. The TCCOG Executive Director and Legal Counsel (if hired) shall attend all meetings of the Board of Directors including Executive Sessions. All Board meetings exclusive of Executive Sessions are open to the general membership of the Council.
- D. Special meetings of the Board of Directors may be called by or at the request of the Chairperson or any three (3) Directors. The person or persons authorized to call special meetings of the Board may assign the time and location for the special meeting consistent with the requirements of these bylaws.
- E. Notice of the date, time, location and agenda for special meetings shall be given to each Director and TCCOG members no less than 7 days before the meeting.
- F. At all meetings of the Board, a majority of the voting members thereof shall constitute a quorum for the transaction of business. If a quorum is not present at any meeting of the Board, the Directors present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

#### <u>ARTICLE 6:</u>

There shall be Dues levied upon the voting members on a per-captita basis, based upon the population of each member's political unit. The first Dues assessment will be based upon the U.S. Census estimated of population by political unit for 2016 (see attached U.S. Census 2016 Estimated Population). Thereafter the assessment will be based upon the U.S. Census counts conducted each decade. The assessment shall be made at the Annual Membership meeting.

#### **ARTICLE 7:**

# Adoption of By-Laws:

- A. The Trumbull County Council of Governments shall adopt By-Laws, by a majority vote of its voting members, designating the officers of the council and the method of their selection, creating a governing board that may act for the council as provided in the By-Laws and providing for the conduct of its business.
- B. TCCOG shall appoint a fiscal officer, who may hold any other office or employment with the council, and who shall receive, deposit, invest and disburse the funds of the council in the matter authorized by the By-Laws or action of the council.

# ARTICLE 8:

#### Powers:

- A. The Council shall have the power to;
  - 1. Study such area governmental problems common to two (2) or more of the members of the council as deemed appropriate, including but not limited to matters affecting health, safety, welfare, education, economic conditions and regional development.
  - 2. Promote cooperative arrangements, coordinate action among its members and between its members and other agencies of local or state governments, whether or not within Ohio and the federal government.
  - 3. Make recommendations for review and action to the members and other public agencies that preform functions within the region.
  - 4. Promote cooperative agreements and contracts among its members or other governmental agencies and private persons, corporations or agencies.
  - 5. Operate a public safety answering point in accordance with Chapter 128 or the Ohio Revised Code.
  - 6. Preform planning directly by personnel of council or under contracts between the council and other public or private planning agencies.

# B. The Council may:

1. Review, evaluate, comment upon and make recommendations relative to the planning and programming and the location, financing and scheduling of public facility projects within the region and affecting the development of the area.

- 2. Act as an area wide agency to preform comprehensive planning for the programming, location, financing and scheduling of public facility projects within the region and affecting the development of the area and for other proposed land development or uses, which projects or uses have public metropolitan wide or inter-jurisdictional significance.
- 3. Act as an agency for coordinating based upon metropolitan wide comprehensive planning and programming, local public policies and activities affecting the development of the region or area.
- 4. By appropriate action of the governing bodies of the members preform any such other functions and duties as are preformed or capable of performance by the members; or which are desirable for addressing problems of mutual concern.
- 5. The authority granted to the Council by this section or in an agreement by the members thereof shall not displace any existing municipal, county, regional or other planning commission or planning agency in the exercise of its statutory powers.

# ARTICLE 9:

The Board may employ such staff and contract for the services as such consultants and experts and may purchase or lease or otherwise provide for such supplies, materials, equipment and facilities as it deems necessary and appropriate in the manner and under procedures established by the By-Laws of the Council.

## ARTICLE 10:

- A. The Board may appropriate funds to meet the expenses of the Council. Services of personnel, use of equipment, office space and other necessary services may be accepted from members as part of their financial support. The members of the Council, the State of Ohio or its departments, agencies, instrumentalities or political subdivisions or any governmental unit may give to the Council monies, real property, personal property or services. The Council may establish schedules of Dues to be paid by its voting members to aid the financing of the operations and programs of the council in the matter provided in the agreement establishing the Council or in the By-Laws of the Council. The Council may permit nonmember political subdivisions to participate in any of its activities regardless of whether such political subdivisions have paid Dues to the Council.
- B. The Council may accept funds, grants, gifts and services from the government of the United States of its agencies, from this state or its departments, agencies, instrumentalities or from political subdivisions or from any other governmental unit whether participating in the council or not and from private and civic sources.

C. The Council shall make an annual report of activities to member governments.

## **ARTICLE 11:**

Membership on the Council and hold an office of the Council does not constitute the holding of a public office or employment within the meaning of any section of the Ohio Revised Code. Membership on the Council and holding an office of the Council shall not constitute an interest, either direct or indirect, in a contract or expenditure of money by any municipal corporation, township, special district, school district, county or other political subdivision. No member or officer of the Council shall be disqualified from holding any public office or employment, not shall such member or officer forfeit any such office or employment by reason of his/her position as an officer or member of the Council, notwithstanding any law to the contrary.

# **ARTICLE 12:**

The appropriate officials, authorities, boards or bodies of county, municipal corporations, townships, special districts, school districts or other political subdivisions may contract with any Council established pursuant to sections 167.01 to 167.07, inclusive of the Ohio Revised Code to receive any services from such Council or to provide any service to such Council. Such contracts may also authorize the Council to preform any function or render any service in behalf of such county, municipal corporations, townships, special districts or other political subdivisions, which such county, municipal corporations, townships, special districts, school districts or other political subdivisions may perform or render.

#### **ARTICLE 13:**

The Council may enter into a contract that establishes a unit price for and provides upon a per unit basis, materials, labor, services, overhead, profit and associated expenses for the repair, enlargement, improvement or demolition of a building or structure if the contract is awarded pursuant to a competitive bidding procedure of a county, municipal corporations, township, special district, school district, or other political subdivisions that is a council member; a statewide consortium of which the council is a member or a multistate consortium of which the council is a member.

#### BAZETTA

# Aid Responses by Department

# Alarm Date Between {01/01/2018} And {01/31/2018}

Incident Notified Type of Aid		Fire	EMS Res	o Otl	her
STA. 10 AIR BASE					
18-0000069 01/22/2018 2 Automatic aid received	#Personnel	5	0	0	0
Their Inci YOF1800006 Response Time: 00:03:59	#Appartus	2	0	0	_ 0
Subtotal Responses: 1	Average Response	Time	for Dept:	00:0	3:59
STA. 12 CORTLAND FIRE DEPARTMENT FDID 78200					
18-0000006 01/03/2018 3 Mutual aid given	#Personnel	0	2	0	0
Their Inci 18-00014 Response Time: 00:06:06	#Appartus	0	1	0	0
18-0000008 01/04/2018 3 Mutual aid given	#Personnel		2	0	0
Their Inci 1800017 Response Time: 00:08:01	#Appartus	0	1	0	0
18-0000016 01/06/2018 4 Automatic aid given	#Personnel	3	 0	0	0
Their Inci 18-0026 Response Time: 00:07:14	#Appartus	=	0	0	0
	#Personnel	<del>-</del> 3		0	0
18-0000031 01/10/2018 2 Automatic aid received Their Inci 1800041 Response Time: 00:05:38	#Appartus	1	0	0	0
18-0000051 01/14/2018 1 Mutual aid received	#Personnel	<b>-</b>	0	0	0
Their Inci 67 Response Time: 00:04:39	#Appartus	0	0	0	0
	#Personnel			0	0
18-0000052 01/15/2018 4 Automatic aid given Their Inci 0066 Response Time: 00:05:17	#Appartus	0	1	0	0
	#Personnel		<del>-</del>	0	0
18-0000054 01/15/2018 3 Mutual aid given Their Inci 18-0 Response Time: 00:07:28	#Appartus	0	0	0	0
	#Personnel		0	. – – – – 0	0
18-0000069 01/22/2018 2 Automatic aid received Their Inci COF1800110 Response Time: 00:03:59	#Appartus	2	0	0	0
	#Personnel	<b>-</b>	2	0	 0
18-0000086 01/30/2018 1 Mutual aid received Their Inci 0150 Response Time: 00:11:28	#Appartus	0	1	0	0
	#Personnel		2	0	· ·
18-0000090 01/30/2018 4 Automatic aid given Their Inci 18-0153 Response Time: 00:08:43	#Appartus	0	1	0	0
THEIL THE TO-0155 RESPONSE TIME. 00.00.45		<del>-</del>			
Subtotal Responses: 10	Average Response	Time	for Dept:	00:0	6:5
STA. 21 CHAMPION FIRE DEPARTMENT FDID 78109					
18-0000001 01/01/2018 4 Automatic aid given	#Personnel	3	0	0	0
Their Inci 21-0002 Response Time: 878:37:28	#Appartus	1	0	0	0
18-0000018 01/07/2018 1 Mutual aid received	#Personnel		2	0	0
Their Inci 18-0035 Response Time: 00:09:04	#Appartus	0	1	0	0
18-0000031 01/10/2018 2 Automatic aid received			0	0	0
Their Inci 2100059 Response Time: 00:05:38	#Appartus	1	0	0	0
·····					0
18-0000069 01/22/2018 2 Automatic aid received	#Personnel	. 4	0	0	v

## BAZETTA

# Aid Responses by Department

# Alarm Date Between {01/01/2018} And {01/31/2018}

	Type of Aid	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	Fire	EMS	Res	a C	ther
STA. 21 CHAMPION FIRE	DEPARTMENT FDID 78109				<b>_</b>	· <del></del>	
Subtotal Responses:	4	Average Response	Time	for	Dept:	221	.:57:3
STA. 23 FOWLER FDID 7	8113						
	3 Mutual aid given	#Personnel	4		. <b></b>	0	0
, .	Response Time: 00:11:06				0	0	0
Subtotal Responses:	1	Average Response	Time	for	Dept:	00:	:11:06
STA. 30 HOWLAND FDID	78121						
18-0000017 01/07/2018	3 Mutual aid given	#Personnel	3		0	0	0
Their Inci 18-0084	Response Time: 00:10:18	#Appartus	1		0	0	0
18-0000031 01/10/2018	2 Automatic aid received	#Personnel	3		0	0	0
Their Inci 1800117	Response Time: 00:05:38	#Appartus	1		0	0	0
Subtotal Responses:	2	Average Response	Time	for	Dept:	00	: 07 : 58
STA. 32 HOWLAND FDID							
	2 Automatic aid received	#Personnel	<del>-</del> 5	<b></b>	0	0	2
	2 Automatic aid received	••			0	0	2 2
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#### BAZETTA

# Aid Responses by Department

# Alarm Date Between {01/01/2018} And {01/31/2018}

Incident Notified Type of Aid	Fire EMS Resc Other
STA. 38 MECCA FIRE DEPARTMENT FDID 78133	
Subtotal Responses: 1	Average Response Time for Dept: 00:09:00

BAZETTA Incidents by Census Tract (Summary) Alarm Date Between {01/01/2018} And {01/31/2018}

Cer	sus 1	Fract	Count	Pct of Incidents	Est Losses	Pct of Losses
*		< Not Reported >	12	12,63 %	\$0	0.00%
1		Ivy Hills	11	11.57 %	\$0	0.00%
2	•	Timber Creek / Timber Creek Heights	9	9.47%	\$0	0.00%
3		West Side	21	22.10%	\$2,000	50.00%
4		East Side	13	13.68%	\$2,000	50.00%
5		Elm Rd South of 305	24	25.26%	\$0	0.00%
6		Larry Ln Area	5	5.26%	\$0	0.00%
Tot	al I	ncident Count: 95	Total Est	Losses;	\$4,000	

BAZETTA Incident Type Report (Summary) Alarm Date Between {01/01/2018} And {01/31/2018}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	4	4.21%	\$2,000	50.00%
112 Fires in structure other than in a building	1	1.05%	\$0	0.00%
113 Cooking fire, confined to container	1	1.05%	\$2,000	50.00%
114 Chimney or flue fire, confined to chimney	1	1.05%	\$0	0.00%
• · · · · · · · · · · · · · · · · · · ·	7	7.36%	\$4,000	100.00%
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	64	67.36%	\$0	0.00%
322 Motor vehicle accident with injuries	2	2.10%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	7	7.36%	\$0	0.00%
	73	76.84%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	2	2.10%	\$0	0.00%
444 Power line down	1	1.05%	\$0	0.00%
	3	3.15%	\$0	0.00%
5 Service Call				
553 Public service	2	2,10%	\$0	0.00%
554 Assist invalid	3	3.15%	\$0	0.00%
571 Cover assignment, standby, moveup	1	1.05%	\$0	0.00%
	6	6.31%	\$0	0.00%
6 Good Intent Call				
611F Dispatched & cancelled en route (Fire /	1	1.05%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be	1	1.05%	\$0	0.00%
	2	2.10%	\$0	0.00%
7 False Alarm & False Call				
734 Heat detector activation due to malfunction	. 1	1.05%	\$0	0.00%
741 Sprinkler activation, no fire -	2	2.10%	\$0	0.00%
745 Alarm system activation, no fire -	1.		\$0	0.00%
- -	4	4.21%	\$0	0.00%
	4	4.ZI 0	ψo	0.00

\$4,000 Total Incident Count: 95 Total Est Loss:

Robyn,

Can you print out Mike's agenda and the attachment for tomorrow's meeting.

Rita K. Drew, Fiscal Officer Bazetta Township 3372 State Route 5 Cortland, OH 44410 330-637-8816 (phone) 330-637-4588 (fax) rdrew@bazettatwp.org

From: "Mike Hovis" <mhovis@bazettatwp.org>

Sent: 2/8/18 12:28 PM

To: <rdrew@bazettatwp.org>

Cc: <twebb@bazettatwp.org>, <fparke@bazettatwp.org>, <phovis@hovistire.com>, <cherlinger@bazettatwp.org>

Subject: Police Agenda Tuesday February 13, 2018 Trustee Meeting

undefinedundefined

Rita,

The following is the agenda for the police department.

 To pay the attached invoice of \$2000.00 to Mahoning Valley Crisis Response Team for 2018 participation to be paid from the police fund.

That is all. Please and thank you in advance. Have a great day!!!

Michael J. Hovis, Chief of Police

Bazetta Township Police Department

2671 McCleary Jacoby Rd.

Cortland, Ohio 44410

Phone: 330-638-5503



# January 2018 Bazetta Police Department Activity

Published Date: February 5, 2018

Activity	Total
Calls for Service	516
Incident Reports Filed	107
Traffic Crash Investigations	17
Number of Persons Arrested	. 39
Traffic Offenses	56
Traffic Citations Issued	45
Vehicle Miles Traveled	10,558.70
Office Contacts	307

Numbers are subject to change due to report status and other circumstances



# MAHONING VALLEY CRISIS RESPONSE TEAM (SWAT)

A multi-jurisdictional tactical team providing a specialized response to critical incidents.

Detective Sergeant John Elberty, Commander, MVCRT (SWAT)

Phone (330) 502-3589 \* Fax (330) 758-3250 \* Email- elberty@mvvctf.com
904 Sahara Trail Suite 2
Youngstown, OH 44514

# **2018 INVOICE**

**DATE:** January 30, 2018

TO: Bazetta Twp. Police Department

# **DESCRIPTION OF SERVICES**

Annual Contribution to Support Crisis Response Team

TOTAL DUE - \$2,000

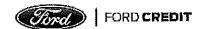
**DUE BY:** February 15, 2018

Make payments to Mahoning Valley Crisis Response Team

Please submit payment to the address above. Thank you!

#### Bazetta Township Police Department 2018 Impounded Vehicle Inventory Year to date Net for PD Pickup or Sale Date Date of Impound >=0vaner A≂Arreste( Storage fee Accrued ear to Date Rec'd cess Fee Owed Company Fee Owed ehide Make mt Rec'd /ear Log/Rpt Number CARRY OVER OF VEHICLES FROM 2017 SOLD THRU GOV DEALS Wayne Allen 625 525 17-08-149 1993 Titmble 8/31/2017 Schuhe 100 1/22/2015 SOLD THRU GOV DEALS O=leffrey Rothenberger A=lazephine 1997 Baumgarines 230 F150 9/15/2017 Scholic 25 PENDING 17-03-030 ш G-Ashley D. Green A≃ Edward SOLD THRU GOV DEALS 466.8 10/1/2017 hods 100 17-10-006 Facts 2004 Alvarez It. Sold Thru Gov Deals Levi David 2001 loshua Brant 1266.6 1/22/2018 10/7/2017 Schuhr 17-10-038 Dadte GILLS 여 Ram 2003 Dayld L King 11/21/2017 Northute 25 PENDING 17-11-082 Dodee CH Caravan OsRobert C. Click Jr. A=Robert Paul 25 PENDING Grand Am 2002 Elick 12/22/2017 Nahala 103 2006 Scott T. Wiser 375 275 VUE 17/24/2017 Schuhe 대 17-12-101 3263.2 2763 3263.2 2763.2 TOTALS January-18 O=Jamie Rea McCarty A: Johnstinan fodd PH i.s 2005 Macrinos 1/2/2018 Bud's 100 25 PENDING 18-01-005 Lincoln Bik OsTrosich. Masser D= Johny Ellas 50 2014 Mosad OsTateona 25 25 1/5/2018 150 18-01-013 Dodge Silver NH 1/5/2018 Schultz 100 Caravan Dixon As Vehicle was towed out per 1322 1/9/2018 250 150 1/5/2018 Northstr 100 125 White PН 2004 Foster 18-01-012 Ford Expedition Stephanie A. 18-01-014& 25 1/8/2018 200 100 1/6/2018 Scholtz 100 75 2004 Reed 18-002 Pontlac Blk NH Grand Prix Lee E. 2007 Michels 1/15/2018 Schultz 100 50 25 1/16/2018 175 75 PH Colbalt Chevy Gray 18-006 O-Ana Marie Killeen A=Robert 2005 Jack 1/16/2018 Buds 100 25 PENDING 18-01-041 Toyota Silver NH Corolla LE Jonathan 5. 2001 Cashion 1/20/2018 Schultz 100 75 25 1/22/2018 200 100 NH 2 dr 18-01-059 Honda Red G.Scott 75 2003 Koonse Mark T. 25 1/22/2018 175 18-01-066 Hyundai CH Sonata 1/21/2018 Buds 100 50 Gry 25 1/29/2018 200 100 2007 Miller 1/27/2018 Schultz 75 18-01-092 Chavy Silve CH Silverado 100 O=Cermen HIII A≃ Treyon 2002 Bryant 1/27/2018 Schultz 100 25 25 1/27/2018 150 50 18-01-094 Chevy NH Monte Carlo Red Anthony 75 СН Silverado 1985 Cross 1/28/2018 Nrthstr 100 50 25 1/29/2018 175 18-01-096 Chevy Silver Brian D. 75 25 1/30/2018 175 50 18-01-103 Ford Grey ĊН Fusion 2016 Ulrklı 1/29/2018 Schultz 100 200 10 2005 Binion 1/29/2018 Schultz 100 75 25 1/31/2018 18-01-100 Chrysler White CH 300

TOTALS



Municipal Finance Department 1 American Road, MD 7500 Dearborn, Michigan 48126

February 09, 2018

Tom Levak Mark Thomas Ford markthomasford@yahoo.com

RE: Bazetta Township, OH, Quote #89993

Ford Credit Municipal Finance is pleased to present the following financing options for your review and consideration.

Quantity	Description	Price
1	vehicle	\$28,400.00

<sup>\*\$545.00</sup> underwriting fee included

# **EXPIRATION DATE: 04/10/2018**

Vehicle & Equipment nust be delivered, executed contract & payment to Ford Credit prior to this date.

This quotation, until credit approved, is not a commitment by Ford Credit Municipal Finance. It has been prepared assuming that the lease qualifies for Federal Income Tax Exempt Status for Ford Credit Company LLC under Section 103 of the IRS Code. Financing is subject to credit review and approval of acceptable documentation by Ford Credit Municipal Finance.

#### Ford Credit Municipal Finance Program

- There is no security deposit, no prepayment penalty, and no mileage penalty.
- At inception, the new equipment title/registration indicates the municipality as Registered Owner, with Ford Motor Credit Company LLC as first lien holder.
- · At term end, the municipality buys the equipment for \$1.

Thank you for allowing Ford Credit Municipal Finance the opportunity to provide this quotation. If you have any questions regarding the option presented, need additional options, or would like to proceed with the approval process, please contact me at (800) 241-4199, option 1.

Sincerely,

Janet Doty

Janet Doty Marketing Coordinator idoty@ford.com



We look forward to assisting you as we have other customers.

"I purchase Fords through Ford Credit as an easy alternative to conventional financing. Good product, good rate, easy process, great support staff." J.J. Randall - Frankfort Park District, IL 02/15/2016

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours, FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

#### **DONATION AGREEMENT**

[R.C. 505.10]

This **DONATION AGREEMENT** is entered into this 13<sup>TH</sup> day of **February** 2018 by and between Mark Thomas Ford Inc., an Ohio corporation (hereinafter Donor) and Bazetta Township Board of Trustees, a political subdivision of the State of Ohio (hereinafter Donee).

WHEREAS, the Donor has within its new vehicle inventory a 2018 Ford Interceptor Utility Police Vehicle, VIN 1FM5K8AR1JGA71496, for which title is held in the name of Mark Thomas Ford, Inc.,

WHEREAS, the Donor desires to donate the lease of the above described police vehicle to Donee for use by its Police Department;

WHEREAS, Donor and Donee desire to utilize the Ford Credit Municipal Finance Program for the purposes of facilitating a lease between the Donee and the Ford Credit Municipal Finance Program for the above described vehicle

WHEREAS, Donor shall be solely responsible to timely make and pay all of the lease payments on behalf of the Donee there under and shall hold the Donee harmless from any lease payment liability under such lease.

WHEREAS, Donee desires to accept the donation of the lease of the above described police vehicle and is authorized pursuant to R.C. 505.10 to accept donations of personal property for township use;

WHEREAS, Donor and Donee have agreed to allow Donee to purchase the police vehicle at the completion of the lease for One Dollar (\$1.00);

WHEREAS, the parties hereto wish to specify the timing, conditions and terms of the donation.

#### TERMS:

#### 1. Donative Intent.

The lease of the police vehicle is being donated by the Donor to Donee as a charitable gift.

#### 2. Term and Amount of Donated Lease:

The payments on the lease of the police vehicle being donated by Donor to Donee shall be in the sum of Ten Thousand Three Hundred Seven Dollars and Ninety Eight Cents (\$10,307.98) per year.

The payments on the lease of the police vehicle being donated will be made by Donor to Ford Municipal Credit Program in three (3) installments as follows: the first lease payment to be made March 1, 2018; the second lease payment to be made on March 1, 2019; and the third lease payment to be made on March 1, 2020.

At the end of the lease term, Donor shall offer to Donee the opportunity to purchase the police vehicle for One Dollar (\$1.00);

#### Conveyance of the Police Vehicle at End of Lease Term:

The conveyance by the Donor of the police vehicle to the Donee shall be by vehicle title transfer.

#### 4. Donor Warranties and Representation:

As a Ford Motor Company authorized franchise, Donor will recognize and honor the Ford Motor Company New Motor Vehicle warranty for the police vehicle described herein during the full term of said Warranty. Donor does not, however, separately make any warranties in relation to the mechanical condition/operation of the vehicle.

## 5. Donee Warranties, Representations and Acknowledgements;

Donee hereby warrants and represents to the Donor that it's a political subdivision of the State of Ohio and has all necessary power and authority to enter into this Donation Agreement and to perform and carry out the terms and conditions required of it hereunder.

- (a) Donee acknowledges that it has inspected the police vehicle to its full and complete satisfaction with the full cooperation of the Donor.
- (b) Donee shall be fully and solely responsible to insure the vehicle according to and consistent with the requirements of the lease with Ford Motor Credit.
- (c) Donee shall be responsible to provide and pay for all non-warranty maintenance, repairs and upkeep for the vehicle.

#### 6. Miscellaneous:

#### Relationship of the Parties

Notwithstanding any provision to the contrary in this Donation Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of Donor and Donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

#### Severability

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Donation Agreement, but this Donation Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

#### Waiver

The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Donation Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Donation Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppels, unless expressed in writing and signed by such party.

#### Notices

All notices herein authorized or required to be given to the parties hereto shall be sent certified mail, return receipt requested, as follows:

To Donor at:

To Donee at:

Mark Thomas Ford, Inc. 3098 Elm Road Ext. Cortland, Ohio 44410 Bazetta Township 3372 State Route 5 Cortland, Ohio 44410

#### **Entire Agreement**

This Donation Agreement sets for the complete understanding and agreement of the parties with respect to the police vehicle and the transaction that is the subject of this Donation Agreement. No oral statements, representations or agreement other than this Donation Agreement shall have any force or effect and Donee and the Donor agree that they will not rely on any representations or agreements other than those contained in this Donation Agreement.

#### Further Assurances

Both parties, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Donation Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Donation Agreement.

#### Survival

All agreements, representations, warranties and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Donation Agreement and the conveyance of the police vehicle being conveyed hereunder.

#### **Headings**

The headings in this Donation Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

#### 7. Applicable Law and Binding Effect

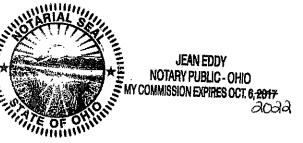
This Donation Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. This Donation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

#### 8. Counterparts

This Donation Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument.

 ${\sf EXECUTED} \ on \ the \ date \ first \ written \ above.$ 

FOR MARK THOMAS FORD, INC	C.:	FOR BAZETTA TOWNSHIP:
By: Printed Name		Trustee Paul Hovis  Frank W. Juke  Trustee Frank Parke
		Trustee Ted Webb
STATE OF OHIO	) ) SS:	
COUNTY OF TRUMBULL	)	
President, who acknowledged	that s/he did sign the foregoing	e, personally appeared Thomas Levak, its g instrument on behalf of MARK THOMAS , both individually and on behalf of said
IN TESTIMONY WHEREOF, I have	ve hereunto set my hand and of	ficial seal at Cortland, Ohio, this
My Commission Expires:	NOTARY PUBLIC Ct 6, 2022	
•	<del>,                                    </del>	



RESOLUTION #18-<u>070 - 18</u>

# RESOLUTION TO ACCEPT THE DONATION OF PROPERTY FOR USE BY THE BAZETTA TOWNSHIP POLICE DEPARTMENT

WHEREAS, Mark Thomas Ford, Inc., has approached the Township regarding the donation of the lease of a police vehicle described as a 2018 Ford Interceptor Utility Police Vehicle, VIN 1FM5K8AR1JGA71496, for use by the Bazetta Township Police Department, with an option to purchase said vehicle at the culmination of the lease for One Dollar (\$1.00);

WHEREAS, the Board of Trustees has decided that it is in the best interest of the Township and its Police Department to accept the donation of the police vehicle lease as outlined in the Donation Agreement;

THEREFORE BE IT RESOLVED, the Bazetta Township Board of Trustees hereby accepts the donation of the lease of a police vehicle described as a 2018 Ford Interceptor Utility Police Vehicle, VIN 1FM5K8AR1JGA71496, for use by the Bazetta Township Police Department, with an option to purchase said vehicle at the culmination of the lease for One Dollar (\$1.00).

**ROLL CALL VOTE:** 

Trustee Hovis Absolt

Trustee Parke Yes

Trustee Webb Yes

# Zoning Permit Reports for December 2017& January 2018

December 2017---- No Permits

January 2018

- 1.- Zoning Permit-\$1542.50
- 2.- Zoning Permit-\$60.00
- 3.- Zoning Permit-\$160.00
- 4. Demolition Permit-\$50.00

Total- \$1812.50