

**BAZETTA TOWNSHIP TRUSTEES
REGULAR MEETING MINUTES**

Date: February 27, 2017 at 7:00pm
Bazetta Township Administration Building
3372 State Route 5
Cortland, Ohio 44410

Present: Trustee Paul Hovis
Vice Chairman Trustee Frank Parke
Chairman Trustee Ted Webb

- Trustee Webb reminded the assemblage of the Public Comment procedures

072-17 To accept the minutes from the February 13 Regular Meeting.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – YES Trustee Parke - YES Trustee Webb - YES

073-17 To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – YES Trustee Parke - YES Trustee Webb - YES

Correspondence (Copies available upon request):

- Copy of letter from Trumbull County Engineer to Trumbull County Commissioners regarding permit to haul or move overweight equipment over Hoagland Blackstub Road
- Copy of letter from Trumbull County Engineer to Trumbull County Commissioners regarding permit to haul or move overweight equipment over North Road and Larchmont Ave.

Administration:

- Trustee Parke advised that the Corp. is not in on Mondays so he was unable to talk to them about advertising on the Fences.

Fire Department:

- Nothing to Report

Police Department:

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074-17 To approve the attached Mahoning/Trumbull County Local Government Mutual Aid Agreement for Law Enforcement.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – YES Trustee Parke - YES Trustee Webb - YES

075-17 To authorize Chief Hovis to sell the following vehicles obtained via the Police Department Impound Lot, at a sale price not to exceed \$2,500 per ORC §4513.61.

1999 Chevrolet Van (VIN 6364)
1999 Toyota Camry (VIN 2235)

Motion: Trustee Hovis
Second: Trustee Parke
Vote: Trustee Hovis – YES Trustee Parke - YES Trustee Webb - YES

Road Department:

- March is Cemetery Clean up so all wreaths must be removed by March 1st.

Planning Director, Zoning Inspector & Code Enforcement Officer:

- Courtesy letters were sent in regular mail to south side of Northview Drive to connect downspouts to the storm sewer.

Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:

- Presented William Gardner with a Certificate of Appreciation for all the years he served on the appeals board.

Parks & Recreation Board:

076-17 Recommendation: That ten thousand dollars and no cents (\$10,000.00) be transferred from Bazetta Township Park “New Projects and Additions” account to supplement, when needed the following appropriations:

- 01-F-01A (Groundskeeper Salary)
- 01-F-02 (Improvement of Sites)
- 01-F-06 (Supplies)
- 01-F-07 (Repair/Maintenance)
- 01-F-09 (Special Events)

Recommendation presented by Steve Belcher, Park Board Chairman, prepared by Laura Yarabenez.

Motion: Trustee Parke
Second: Trustee Hovis
Vote: Trustee Hovis – YES Trustee Parke - YES Trustee Webb - YES

Safety Committee:

- Next meeting will be held Thursday March 2nd at 8:00 at the PD

Health Insurance Committee:

- Nothing to Report

Public Information Officer:

- Nothing to Report

Asked to be placed on the Agenda:

- Nothing to Report

Public Comment:

PENDING WARRANT REPORT
 Bazetta Township [2017]

arrant Number	Warrant Amount	Voucher Number	Payee	Purpose
29199	14.50	VW29199	Michael P. Arnal	Reimbursement of Travel Expens
29200	1800.00	VW29200	Bud's Towing & Recovery, LLC	January Tows
29201	760.07	VW29201	Eastgate Regional Council of Governments	State Capital Improvement Prog
29202	600.00	VW29202	OTAS Systems, LLC	Yrly. Maint. Fee
29203	35.00	VW29203	OSU Extension	Class
29204	17358.25	VW29204	Ohio Insurance Services Agency	Insurance
29205	600.00	VW29205	Schultz Towing Inc.	Tows
29206	2055.90	VW29206	Trumbull SWCD	2017 Conservation Appropriatio
=====				
	23223.72		Total Amount of Pending Warrants	

**MAHONING/TRUMBULL COUNTY LOCAL GOVERNMENT
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT**

THE UNDERSIGNED local governments and law enforcement agencies (hereinafter the Agency or Agencies) in Mahoning and Trumbull Counties, Ohio, have entered this mutual aid agreement pursuant to Sections 505.431, 737.041, and 3345.041 of the Revised Code and pursuant to any other applicable local government authority including home-rule. This agreement has been executed for the purpose of providing reciprocal police services across jurisdictional lines to enhance the capabilities of law enforcement to protect citizens and property throughout Mahoning and Trumbull Counties. Each undersigned local government Agency acknowledges the adoption of and shall provide a certified copy of a resolution by the appropriate legislative authority authorizing the terms of this agreement, authorizing the provision of police services to any other Agency pursuant to the terms of Section 505.431, 737.041 and 3345.041 of the Ohio Revised Code and authorizing those police department members acting outside of their jurisdiction to exercise full police authority within the jurisdiction of any other Agency who is participating in this Agreement.

The undersigned Agencies shall provide and exchange the full array of police services to and from any of the other Agencies without limitation but generally in accord with the following guidelines.

I. COOPERATIVE ENFORCEMENT WITHOUT REQUEST

The Agencies recognize related criminal activities routinely occur across jurisdictional lines and that cooperation between Agencies can increase the effectiveness of law enforcement throughout Mahoning and Trumbull County. Any Agency may proceed without request from a cooperating Agency generally according to the following guidelines:

A. In-Progress Crime Assistance Without Request

Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the

officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested person, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger himself or others or threaten the preservation of any evidence.

II. INVESTIGATION OUTSIDE ORIGINAL JURISDICTION

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the investigation will be reported to the appropriate cooperating Agency. Subsequent arrests, search warrant service or similar police actions will be coordinated with the affected Agency.

III. INDEPENDENT POLICE ACTION

The police department of any cooperating Agency may provide police protection service to any other cooperating Agency. Each cooperating Agency that is a party to this contract shall provide a certified copy of a resolution adopted by the appropriate legislative authority that authorized both the provision and receipt of such services by each cooperating Agency. Such certified copies shall be kept on file with the original of this contract in a location to be agreed upon by the Agencies.

IV. OPERATION ASSISTANCE UPON REQUEST

The Agencies recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency, generally according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of said criminal activity, that Agency may request police assistance services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Persons

When one Agency is conducting a search for a fugitive person whose presence is reasonably believed to be within the Agency jurisdiction and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to said fugitive; that Agency may request police assistance services from any other Agency.

C. Traffic Control Assistance

Where an incident occurs on or near a roadway creating the imminent danger of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

V. GENERAL POLICE SERVICE

A. Any incident may form the basis for the request of police protection services from one or more cooperating Agencies to another when police assistance is reasonably necessary to protect the safety of persons and property.

B. Police services assistance including routine patrol services may be requested and supplied by cooperating Agencies for special events or other circumstances over extended periods.

VI. GENERAL TERMS AND PROCEDURES

A. A request for police services assistance will be made by the commander of the law enforcement Agency, or his designee. The designee must be of a supervisory rank, or the senior shift officer, when no supervisor is present.

B. A cooperating Agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, will have the sole authority to determine the amount of personnel and

equipment, if any, available for assistance. There shall be no liability, responsibility or cause of action between or among the parties if assistance is denied, delayed, inadequate, or subsequently recalled, or if furnished assistance is not needed upon arrival.

C. Whenever the law enforcement employees of one cooperating Agency are providing police services in or to another cooperating agency pursuant to the authority contained in this agreement, other legislative authority or state law, such employees will have the same power, duties, rights and immunities as if taking action within the territory of their employing Agency, subject to the terms of this agreement.

D. Whenever the law enforcement employees of one cooperating Agency are providing police services upon request to another cooperating Agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies and rules and regulations of their employing Agency at all times.

E. Police services assistance can be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services assistance can also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected DUI, a serious traffic violation or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the officer.

F. An on-duty officer initiating police services assistance will notify a law enforcement officer from the affected cooperating Agency as soon as possible. The assisted cooperating Agency will relieve the officer as soon as possible when appropriate.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits will be the responsibility of the employing Agency, unless the requesting Agency is reimbursed for such costs from any other source. Each Agency shall be responsible for the negligence of its employees to the extent specified by law. The local law enforcement Agencies which are parties to this Agreement will not indemnify and hold harmless any Agency participating in this Agreement for any damages awarded by the Court of Claims in any civil action arising

AUTHORIZATION FOR A MUTUAL AID AGREEMENT FOR
MAHONING/TRUMBULL COUNTY LAW ENFORCEMENT AGENCIES FOR
POLICE PROTECTION

WHEREAS, the Counties and the various cities, villages and townships have a desire to enter into a mutual assistance agreement for police protection; and

WHEREAS, the Bazetta Township deems it in its best interest to join with the other municipalities, townships and the Counties in such agreement; NOW,

THEREFORE, BE IT ORDAINED by Bazetta Township
BOARD of TRUSTEES, State of Ohio:

SECTION I: That the Bazetta Board of Trustees are hereby authorized and directed to execute the Agreement for Mahoning / Trumbull County Local Government Mutual Aid Agreement for Law Enforcement, a copy of which is attached hereto and made part hereof.

SECTION II: That this ruling is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately. The reason for said declaration of emergency is the immediate necessity of entering into the agreement referred to in Section I in order to provide mutual assistance by the various police agencies within Mahoning and Trumbull Counties.

Passed this 27th day of February 2017

Ted Wath

from any action or omission of any officer of any Agency participating in this Agreement pursuant to this Agreement.

H. Each cooperating Agency shall be responsible for any costs arising from the loss of or damage to the Agency's equipment or property while providing police assistance services within any other cooperating Agency.

I. The terms of this agreement shall be in effect for four (4) years from and after the date of execution for each cooperating Agency. Any Agency may revoke its future obligations hereunder only upon sixty (60) days written notice to each of the other cooperating Agencies by registered mail.

J. Personnel of the Agency acting under this agreement outside of the Agency's jurisdiction may participate in any pension or indemnity fund established by their Agency to the same extent as if they were acting within their jurisdiction, and are entitled to all rights and benefits under ORC4123.01 to ORC4123.94 the same as if they were performing police services within their jurisdiction.

VII. LIST OF COOPERATING AGENCIES

AGENCY: Bazetta Township

AUTHORIZED OFFICIAL: Ted Webb 2/27/2017
signature/date

PRINT NAME AND TITLE: TED WEBB

CHAIRMAN - BOARD OF TRUSTEES

- Rosie Stockton 2658 McCleary Jacoby Rd. she saw in the Tribune on January 14, 2017 that a home at 2701 McCleary Jacoby Rd was purchased for \$45,000.00 and will be turned into a special needs home. She said now we have two (2) special needs home in basically the same area and it is making the value of her home go way down. She wants to know what the Township can do about this.

076-17 To adjourn the meeting at 7:20pm..

077

Motion: Trustee Hovis

Second: Trustee Parke

Vote: Trustee Hovis – YES Trustee Parke - YES Trustee Webb - YES

Jeannie Eddy

Attested by:

Dated: 3-9-17

Ted Webb

Approved by: Chairman Trustee Ted Webb

Dated: 3-13-17