

BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: August 8, 2016 at 6:00pm
Bazetta Township Administration Building
3372 State Route 5
Cortland, Ohio 44410

Present:

Chairman Trustee Paul Hovis
Trustee Frank Parke
Vice Chairman Trustee Ted Webb
Fiscal Officer Rita K. Drew

- Trustee Parke reminded the assemblage of the Public Comment procedures

179-16 To accept the minutes from the July 25 Regular Meeting.

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

180-16 To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

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

181-16 To approve the attached *Trumbull County Combined Health District Mosquito Control Grant Agreement FY2016*.

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

182-16 To authorize the Fiscal Officer to make the following transfer.

\$300,000.00 from Huntington Investment Account to Huntington Checking Account

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

183-16 To approve the attached *Grant of Easement for Ingress and Egress Right of First Refusal*.

Motion: Trustee Webb
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 Artman Engineering Consulting regarding an addition to 3378 State Route 5
- Notice from Vision Service Provider that current rates will increase when the policy renews in December 2016

- Notice from Rieger, Carpenter & Daugherty concerning a Petition for Annexation that has been filed with the Trumbull County Commissioners

Administration:

- Nothing to Report

Fire Department:

- See Attached Agenda, Reports, and Fire Station Project Documents

184-16 To authorize an expenditure of \$194,280.45 to Milcam, Inc. for contracted work through July 31, 2016, to be paid from the Fire Fund.

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

185-16 To approve the attached *Change Order #003 for Architect's Project #14047*.

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

186-16 To place Firefighter/Medic Nic Wildman on temporary light duty from August 9, 2016 to September 13, 2016.

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

187-16 To discard or salvage the property on the attached *Obsolete Equipment List* as it is not needed for public use, or is obsolete or unfit for the use for which it was acquired and has no value, per ORC 505.10 (A)(7).

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

Police Department:

- See Attached Agenda and Report
- Chief Hovis reported receiving an e-mail from the Ohio Chief of Police stating that only 28 state agencies have received the certification that Bazetta Police Department was awarded in July

188-16 To authorize an expenditure of \$2,536.48 to American Tire Distributors for twenty (20) tires, to be paid from the Police Equipment Fund.

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

189-16 To establish a \$10.00 hourly rate for police cruiser usage, effective immediately.

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

Road Department:

- Superintendent Parke reported that Trumbull County will begin chip sealing McCleary Jacoby Road in 3-4 weeks

Planning Director, Zoning Inspector & Code Enforcement Officer:

- See Attached Year-to-Date Report

Zoning Commission & Zoning Board of Appeals:

- Nothing to Report

Parks & Recreation Board:

- Trustee Webb stated that the Board will be meeting tomorrow at 6pm at the Administration Building

Safety Committee:

- Nothing to Report

Health Insurance Committee:

- Nothing to Report

Public Information Officer:

- Officer Sayers reported
 - International Association of Fire Fighters asked for his presentation and other information
 - They would like to talk to a Trustee about setting up some guidance with creating literature and a website
 - This will be done through the Levy Committee
 - Going to begin scheduling presentations with civic groups and at town hall meetings
 - Levy Committee paperwork has been filed and donations are now being accepted
 - Gave the presentation that he will be giving at future events
 - Answered resident questions about the presentation

Asked to be placed on the Agenda:

- None

Public Comment:

- Paul Carlson of Lakeshore Drive
 - Asked what the health care premiums for 2016 are
 - Fiscal Officer Drew said she would have to look that information up and could give it to him after the meeting
- Laura Yarabenetz of Warren Meadville Road
 - Sees the need for some work to be done in the park, notably around the gazebo
 - Could the township partner with high school students, who need volunteer credit hours for school, for work that needs to be done in the park and cemetery
 - Trustee Webb said this was a great question to bring to the Parks & Recreation Board
 - Superintendent Parke said
 - There would be a liability problem having kids operating equipment
 - There would still be costs involved with students needing to be supervised
 - Concern that students would only be able to work after regular township
 - Has no problem accepting the free labor

- Paul Carlson of Lakeshore Drive
 - Asked what MERP stands for
 - Trustee Hovis said is "Medical Expense Reimbursement Plan"
 - Trustee Hovis and Fiscal Officer Drew briefly explained what the program does was for employees who chose not to take regular township insurance

- Stanley Shrodeck of Lakeshore Drive
 - Was confused about some conflicting numbers on documents presented at previous meetings
 - Trustee Hovis encouraged him to bring the documents to the next meeting and the Trustees and/or Fiscal Officer will explain them
 - Had heard there was a clause somewhere that allowed levy returns to increase as property valuation increased
 - Fiscal Officer Drew explained
 - This is not true, the opposite is actually true
 - Briefly explained how levies are affected by House Bill 920, which was passed in 1976
 - A levy will only generated the amount specified by a county auditor when the levy is voted in
 - It can never generate any more revenue than that and will actually generate less as the levy gets older
 - Encouraged residents to read up on this on the internet if they do not believe what she is telling them

- Superintendent Parke reminded residents about money generated from the Road & Bridge Levy
 - This money is set up merely to maintain roads
 - It is not enough money to pave township roads
 - All money for paving roads comes from the General Fund
 - If roads were to be paved using money from the Road & Bridge Fund, the township would be able to pave, at most, one road every two years
 - Trustee Webb commented that residents actually pay less in taxes for the Road & Bridge Levy than they do to have their driveway plowed

- Robyn Hineman of Northview Drive
 - What year did the township receive a large inheritance tax and where did that money go
 - Fiscal Officer Drew said
 - The township used to received inheritance tax almost every year until this was done away with in 2013
 - The large inheritance was received in 2011
 - If the township had not been receiving inheritance taxes, the General Fund would likely have been bankrupt in 2009
 - It is the 2011 inheritance that has been keeping the General Fund alive
 - Trustees, Fiscal Officer, and Department Heads stated the money was used for
 - Renovations and improvements to the park (walking trail, concession stand, new pavilion, electrical hook up, upgrades to Imagination Station)
 - Renovations and improvements to the cemeteries (remodel of the chapel, electrical hook up, laying out new section)
 - Zoning changes (stepped up nuisance abatements, expanded inspector hours, introduced a property maintenance code)
 - Upgrades to the Administration Building
 - Provided the matching funds necessary to secure grants road paving projects

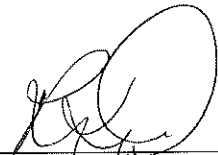
- Purchased new police cars and equipment
- Purchased property for the new fire station

190-16 To adjourn the meeting at 7:08pm.

Motion: Trustee Parke

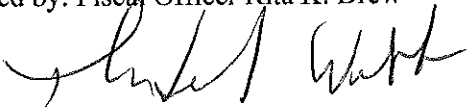
Second: Trustee Webb

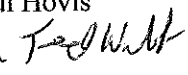
Vote: Trustee Hovis – Yes Trustee Parke - Yes Trustee Webb - Yes



Attested by: Fiscal Officer Rita K. Drew

Dated: 08-22-16



Approved by: Chairman Trustee Paul Hovis
Vice Chairman 

Dated: 08-22-16

PENDING WARRANT REPORT
Bazetta Township [2016]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	152.63	VW 1	The Huntington National Bank	Service Charges
16146	146.16	VW16146	Ricoh USA, Inc.	Maint Agreement
27930	82.50	VW27930	Agnew Lawn & Garden	Supplies
27931	11.39	VW27931	Ainsley Oil Company	Fuel
27932	6875.00	VW27932	Baker Benar Snyder & Associates Inc.	Services
27933	60.00	VW27933	Bazetta Fire & EMS Training Center	Course
27934	700.00	VW27934	Bud's Towing & Recovery, LLC	Tows
27935	567.00	VW27935	BE Solutions	Mo Admin Fees
27936	1675.00	VW27936	Bazetta Township	IT Services
27937	6.98	VW27937	Carter Lumber	Supplies
27938	117.70	VW27938	City of Warren, Utility Services	Service
27939	65.89	VW27939	Dominion East Ohio	Service
27940	162.04	VW27940	Fusion Newtork Billing System	Service
27941	550.00	VW27941	Beverly M. Frazier	EMS Refund
27942	199.51	VW27942	Handyman Supply Inc.	Supplies
27943	1245.00	VW27943	Koorsen Fire & Security	Service/Maint
27944	82.00	VW27944	Law Enforcement Systems, Inc.	Supplies
27945	546.64	VW27945	Mark Thomas Ford	Supplies/Service
27946	54.07	VW27946	NAPA Auto Parts	Supplies
27947	800.00	VW27947	Northstar Towing, Inc.	July Tows
27948	125.00	VW27948	On Demand Drug Testing & Work Solutions	Service
27949	1113.00	VW27949	Ohio Billings, Inc.	EMS Submissions
27950	633.87	VW27950	Ohio Edison	Service
27951	50.00	VW27951	Printer's Edge	Supplies
27953	31.00	VW27953	Respiratory Care Partners, Inc.	EMS Supplies
27954	300.00	VW27954	Schultz Towing, Inc.	Tows
27955	311.00	VW27955	Service 1	Supplies
27956	60.00	VW27956	Southeastern Emergency Equipment	Supplies
27957	5.50	VW27957	Joseph A. Sofchek	Travel/Training Reimbursement
27958	211.63	VW27958	Sunburst Environmental Service, Inc.	Service
27959	60.00	VW27959	Trumbull Memorial Hospital	Supplies
27960	458.79	VW27960	Time Warner Cable-Northeast	Services
27961	140.00	VW27961	Trumbull County Water And Sewer	Service
27962	130.20	VW27962	United States Treasury	PAYMENT
27963	187.74	VW27963	United States Treasury	PAYMENT
27964	143.68	VW27964	Advance Auto Parts	Supplies/Parts
27965	58.13	VW27965	Dominion East Ohio	Service
27966	426.55	VW27966	Lowes Business Acct/Synch	Supplies
27967	37.69	VW27967	Orwell Natural Gas	Service
27968	396.46	VW27968	Verison Wireless	Service

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18979.75

Total Amount of Pending Warrants

**TRUMBULL COUNTY COMBINED HEALTH DISTRICT
MOSQUITO CONTROL GRANT AGREEMENT
FY 2016**

This agreement is entered into by and between the **Trumbull County Combined Health District**, hereinafter referred to as "Health", and **Township of Bazetta**, hereinafter referred to as the "Grantee" (and, together the "Parties"). The purpose of this agreement is to administer the 2016 Mosquito control Grant Award for the Grant Project submitted for funding by the Grantee. This agreement is referred to herein as "The Agreement".

WHEREAS, the Parties wish to enter into this Agreement to protect human health and the environment by mitigating the potential for an outbreak of mosquito borne viruses;

WHEREAS, the Agency desires to award a grant to the Grantee; and

WHEREAS, the Grantee desires to perform and complete such work, activities, and requirements as prescribed by Agency.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the Parties hereby agree as follows:

ARTICLE I: CONTACT AND COORDINATION AND NATURE OF RELATIONSHIP

- 1.1 The Agency, through the Health Commissioner and/or the Director of Environmental Health, shall be responsible for the evaluation of the Grantee's performance, authorization of payments to the Grantee, and authorizations of any and all modification(s) to the Agreement. The Health Commissioner and/or the Director of Environmental Health shall coordinate communications with the Grantee's Authorized Official.
- 1.2 The Grantee's Authorized Official or his/or designee shall, in accordance with the proposed budget, coordinate: 1) the work, activities, and requirements set forth in the Agreement; 2) the work, activities and requirements set forth in the Grant Application; The Grantee's Authorized Official or his/her designee shall coordinate all work through the Health Commissioner and/or Director of Environmental Health, or his/her designee. The Grantee's Authorized Official, if duly authorized by Grantee, shall be the person who executes the Agreement on behalf of the Grantee. Grantee's Authorized Officials shall communicate with the Agency through the Health Commissioner and/or Director of Environmental Health, or his/her designee.
- 1.3 **(Reliance on Grantee's Representation)** The Grantee acknowledges that the Agency enters into the Agreement in reliance upon Grantee's representations that it has the necessary expertise and experience to perform its obligations hereunder. Grantee warrants

that it possesses the necessary expertise and experience to perform its obligations. Further, Grantee warrants and represents that all persons involved in Grantee's performance of work under the Agreement are, or will be, prior to any performance prescribed or required by the Agreement, properly qualified, trained and competent, and possess the required licenses, permits, certifications, and registrations necessary to lawfully provide the services.

- 1.4 **(Grantee Responsible)** Agency retains the right to ensure, by any means necessary, that Grantee's work is in conformity with the terms and conditions of the Agreement. Aside from that right, Grantee shall be solely responsible for the performance of the requirements under the Agreement. Agency shall not hire, supervise, nor pay any assistants, workers or any other employees or subcontractors of Grantee. Agency shall not be required to provide any training to Grantee to enable it to perform services required hereunder. Nothing herein shall be construed to imply that Agency shall have or may exercise any right of control over Grantee with regard to the manner or method of Grantee's performance of the services. The management of all work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Grantee.
- 1.5 **(Grantee's Independence)** It is fully understood and agreed that the Grantee is an independent contractor and neither Grantee, nor its personnel shall at any time, or for any purpose, be considered agents or employees of the Agency.
- 1.6 **(Reimbursement/Confidentiality)** In the event of a termination of the Agreement by Agency, Grantee shall be reimbursed for applicable expenses in accordance with the procedure described in Section 4, below. The provisions of the Agreement relating to confidentiality, if any, shall remain binding upon Grantee in the event of termination.
- 1.7 **(Grantee Responsible for Business Expenses)** Grantee shall be solely responsible for all of Grantee's business expenses, including, but not limited to, computers, internet access, software, phone services, required licenses and permits, employees' wages, salaries and benefits, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.
- 1.8 **(Neither Party May Bind Other)** Except as expressly provided herein, neither of the Parties shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
- 1.9 **(Compliance with ORC)** The Parties expressly agree that none of the rights, duties, and obligations herein shall be binding on either party if the Agreement, or any part of it, is contrary to the terms of Ohio Revised Code.

ARTICLE II: SCOPE OF WORK

- 2.1 **(Scope of Work)** The Grantee shall successfully perform and complete: 1) the work, activities, and requirements set forth in the body of the Agreement. 2) the work, activities, and requirements set forth in the Scope of Work marked as Exhibit A, (Exhibit A is hereby made a part of the Agreement and incorporated herein by reference.)
- 2.2 **(Adherence to Budget)** The Grantee has submitted to the Agency, as a condition precedent to the Agreement a proposed budget of costs which is set forth in Exhibit A. The Grantee represents and warrants that the proposed budget of costs accurately reflects anticipated project resources and expenditures for the term of the Agreement. The Grantee shall complete the work, activities, and requirements set forth in the body of the Agreement and in "Exhibit A" in accordance with the proposed budget of costs. If the Grantee desires to modify the budget of costs, the Grantee may only do so in accordance with the terms of Article XVII, below.

ARTICLE III: TIME OF PERFORMANCE

- 3.1 **(Term of Agreement)** The Parties agree that the Agreement is effective on the date when the last required signature is affixed hereto and runs through December 31, 2016, except that the Grantee agrees to retain fiscal records according to Article VII.
- 3.2 **(Project Period)** The Parties agree that the "Project Period" is from the date when the last required signature is affixed hereto, or the date suggested in the guidelines, whichever is later, and runs through **12/31/2016**. The Project Period may not be extended without the express agreement of the Parties through a written request of the Grantee and the written approval of the Health Commissioner and/or Director of Environmental Health.
- 3.3 **(Biennium limitation; renewal at discretion of Ohio EPA Director)** Whereas the Agency is receiving funding from the Ohio EPA for disbursement to Grantee, and whereas the Ohio EPA Director, nor the agency, can commit a future General Assembly to expenditure, the Parties agree and acknowledge that the Agreement may expire upon the last day of the current State of Ohio biennium.

ARTICLE IV: AWARD PAYMENTS AND EXPENDITURES

- 4.1 **(Award Amount)** The Agency hereby awards a grant amount not to exceed \$5,280.00 to the Grantee.
- 4.2 **(Satisfactory Performance)** The Parties acknowledge and agree that all payments made under this grant award are based on actual costs and are made in consideration of the Grantee's promises and the Grantee's satisfactory performance as set forth in the Agreement.

- 4.3 **(Unspent Funds)** Within ninety days of the date of the close of the Project Period, the Grantee shall return all unspent funds to the Agency. Checks shall be made payment to the Trumbull County Combined Health District and mailed to 176 Chestnut Ave NE, Warren, Ohio 44483.
- 4.4 **(Expenditures Incurred Prior to Effective Date of Agreement)** The Grantee may not utilize any funds granted under the Agreement for payment of expenses or debts incurred prior to the effective date of the Agreement as specified in Section 3.1., or for any purpose not described in the scope of work delineated in Section 2.1.
- 4.5 **(No Reimbursement for Certain Expenses)** The Grantee shall not be reimbursed for travel, lodging, or other expenses incurred in the performance of the Agreement.
- 4.6 **(Prohibited Expenditures)** The Grantee may not use any funds granted under the Agreement for payment of: a) real estate acquisitions; b) capital improvements of permanent structures; c) fund-raising or membership drives; d) political campaigning for elective office or political candidates; e) legislative lobbying before a legislative body or administrative agency; f) grants or scholarships; g) food or beverage; h) indirect or overhead charges above the amount allowed in the current Agency grant allocation guidelines (all costs must be directly attributed to project activities); and i) anything else listed in current Agency grant application guidelines as being prohibited.
- 4.7 **(Payment of Debts)** The Grantee assumes full responsibility for the payment of all expenses or debts incurred in the performance of its obligations pursuant to the Agreement. The Agency and its agents and employees assume no responsibility for the payment of any expense or debt incurred by the Grantee.
- 4.8 **(Liability)** The Director, employees and representatives of the Ohio EPA shall not be liable for any damages or claims made by any party that result from the expenditure of funds for the purposes of the Grant Award.

ARTICLE V: DISPUTES AND TERMINATION

- 5.1 **(Dispute Regarding Duties Other than Payments)** Any controversy, claim or dispute regarding the duties of the Grantee or arising out of or relating to the Agreement, or breach thereof, shall be resolved by the Health Commissioner, after the Director of Environmental health has endeavored to resolve the dispute through discussions with the Grantee's Authorized Official.
- 5.2 **(Suspension/Termination)** As part of the resolution of any controversy, claim or dispute regarding the duties of the Grantee or arising out of or relating to the Agreement, or breach thereof, the Director may immediately, with written notice to the Grantee, suspend or terminate the Agreement and any obligations incidental thereto, in whole or in part, and/or require total or partial refund of payments

made to the Grantee by the Agency, if it appears to the Health Commissioner that: 1) the Grantee has not substantially performed according to the terms of the Agreement; 2) the Grantee has not shown the ability to perform in the future; 3) the Grantee has violated Federal or State laws or regulations; or 4) the effective performance of the Agreement is substantially endangered.

5.3 **(Cessation of Activities)** The Grantee, upon receipt of notice to suspend or terminate project operations, shall cease all work under the Agreement, shall take all necessary and appropriate steps to cease the incurring of debts, and shall furnish a report concerning the work performed to that date, accomplishments, evaluation of project activities, and such other matters as may be required by the Agency. In the event of suspension or termination, any payments made by the Agency for which Grantee has not performed work shall be refunded.

5.4 **(Grantee Waiver)** Grantee agrees to waive any right to, and shall make no claim for, additional funds against the Agency by reason of such suspension or termination.

ARTICLE VI: RECORD KEEPING

6.1 **(Records Retention)** The Grantee agrees to keep full and complete documentation of all fiscal accounting on file for five years from the date the conditions of the Agreement are finalized. Documentation supporting fiscal accounting shall be filed in a manner allowing it to be readily located. Grantee shall maintain, in a manner consistent with generally accepted accounting procedures, auditable records of all financial records pertaining to the Agreement.

6.2 **(Separate Accounting)** The Grantee shall establish and maintain separate accounting records for the management of funds pursuant to the Agreement consistent with generally accepted accounting practices.

6.3 **(Supporting Records)** The Grantee shall be responsible for the expenditure of funds and for maintaining adequate supporting records for such expenditures consistent with generally accepted accounting practices.

6.4 **(Access and Audit)** The Grantee shall provide the Agency with access to any and all financial records necessary to document the utilization of funds provided under this Grant within two weeks following the Agency's written request for such access.

ARTICLE VII: GRANTEE PROJECT REPORTS

7.1 **(Fiscal Progress Reports)** Fiscal Progress Reports, if requested by the Agency, shall account for the fiscal activity of the Grant Project for the time periods accompanying each request for payment. The Fiscal Progress Reports must be signed by two individuals, unless the Parties agree otherwise. The reports may be signed by the Authorized Official and/or Fiscal Agent.

7.2 (Final Report) Final Report shall address the following issues:

- a) The total cost of performing the mosquito control activities;
- b) The activities involved and completed in performing mosquito control activities, including any activities that were not completed and the reason for not completing;
- c) The total number of part and full time employees involved in the mosquito control activities;
- d) The cities, municipalities, townships, communities, or areas treated or effected by the activities;
- e) The population of the communities effected;
- f) The cost per individual protected by the activity;
- g) The cost per mile protected by the activity; and
- h) If the grant was a supplement to the funds available for mosquito control, or if the grant was the sole source of funding for the activities.

ARTICLE VIII: RELATED AGREEMENTS

8.1 (Work to be Performed by Grantee) The work contemplated in the Agreement is to be performed by Grantee, who may subcontract without Agency's approval for purchase of articles, supplies, components, or services as contemplated in the Grant Application. Grantee shall not enter into other subcontracts with prior written approval of the Health Commissioner and/or Director of Environmental Health. All work subcontracted shall be at Grantee's expense, but grant funds may be used.

8.2 (Grantee Remains Responsible) No agreement between the Grantee and any third party for contractual services related to the grant project shall relieve the Grantee of any of its responsibility under the terms and conditions of the Agreement.

8.3 (Grantee Shall Bind Subcontractors to Terms of This Agreement) Grantee shall bind its subcontractors to the terms of the Agreement, so far as applicable to the work of the subcontractor, and shall not agree to any provision that seeks to bind the Agency to terms inconsistent with the Agreement. In addition, the Grantee agrees not to allow the third party to spend money in a manner prohibited by the Agreement.

ARTICLE IX: CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

9.1 (No Acquisition of Interest) In the performance of the Agreement, Grantee agrees that neither Grantee nor any personnel of Grantee shall, prior to the completion of the duties and obligations of the Agreement, acquire any interest, direct or indirect, that is incompatible or in conflict with the discharge and fulfillment of Grantee's functions and responsibilities with respect to the Agreement.

- 9.2 **(Disclosure of Conflicting Interest)** Any person who has or acquires, whether voluntarily or involuntarily, an interest in contravention of Section 9.1, shall immediately disclose such interest to the Health Commissioner and/or Director of Environmental Health in writing. Thereafter, that person shall not participate in any action affecting the work under the Agreement, unless the Health Commissioner and/or Director of Environmental Health determine that, in light of the interest disclosed, the person's participation in any such action would not be contrary to the public interest.
- 9.3 **(Compliance with Other Ohio Ethics and Conflicts of Interest Laws)** Grantee represents, warrants, and certifies that Grantee and all personnel of Grantee engaged in the administration or performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Grantee further represents, warrants, and certifies that neither Grantee nor any of its personnel will do anything that is inconsistent with such laws.

ARTICLE X: NONDISCRIMINATION OF EMPLOYMENT

- 10.1 **(Nondiscrimination in Hiring)** Pursuant to ORC 125.111, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability as defined in ORC 4112.01, national origin, or ancestry, against any citizen of this state in hiring of any person qualified and available to perform the work under the Agreement.
- 10.2 **(Nondiscrimination in Employment)** Grantee further agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Agreement on account of race, color, religion, sex, age, disability as defined in OC 4112.01, national origin, or ancestry.
- 10.3 **(Affirmative Action)** If required by OC 125.111 to have an affirmative action program, Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file an affirmative action verification form with the equal employment opportunity office of the Department of Administrative Services.
- 10.4 **(Compliance with Labor Laws)** Grantee represents, warrants, and certifies that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances governing fair labor and employment practices.

ARTICLE XI: PURCHASING REQUIREMENTS; PROHIBITION AGAINST PERFORMANCE OF SERVICES OFFSHORE

11.1 **(Purchase Ohio)** Pursuant to Executive order 2008-12S, Grantee and subcontractors, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under the Agreement.

11.2 **(Purchase Minority, Diversity, and Equity)** Pursuant to Executive order 2008-13S, Grantee and its subcontractors, if any, shall make a good faith effort to purchase goods and services from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) program vendors. EDGE program guidance may be found by accessing the following website: <http://www.das.ohio.gov/Eod/Edge?ProgOverview.pdf> and a list of State-certified MBE businesses is at: <http://www.das.ohio.gov/Eod/EODMBEOff.htm>.

ARTICLE XII: RESPONSIBILITY/DAMAGES

12.1 **(Responsibility)** Each party will be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of that party's own negligence, tortious acts, or other conduct or are due to the negligence, tortious acts, or other conduct of that party's respective agents, officers, or employees.

12.2 **(No Special Damages)** In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

ARTICLE XIII: COMPLIANCE WITH LAWS

13.1 **(Compliance With Other Laws)** In addition to complying with the laws specifically referenced in this Grant Agreement, Grantee agrees to comply with all applicable Federal, State, and local laws in the performance of the Agreement, including the campaign contributions limits in ORC 3517.13 (if applicable). Grantee accepts full responsibility for payment of taxes, including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in the performance of the work required to fulfill its obligations under the Agreement.

ARTICLE XIV: DRUG FREE WORKPLACE

14.1 **(Drug-Free Workplace)** Grantee agrees to comply with all applicable Federal, State, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use or possess alcohol, illegal drugs, or abuse prescription drugs in any way during the performance of the Agreement.

ARTICLE XV: CAMPAIGN CONTRIBUTIONS

15.1 **(Campaign Contributions)** The Grantee agrees not to use any funds received under the Agreement to support any political campaign for elective office or to support attempts to lobby legislation before a legislative body or administrative agency.

ARTICLE XVI: ENTIRE AGREEMENT/WAIVER

16.1 **(Entire Agreement)** This Agreement contains the entire agreement between the Parties and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties.

16.2 **(Supersedence)** This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

16.3 **(No Continuing Waiver)** A waiver by any party of any breach or default by the other party under the Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

ARTICLE XVII: MODIFICATION OF PROJECT BUDGET AND PROJECT ACTIVITIES

17.1 **(Project Budget Modifications)** The Grantee may modify a budget line item, as contained in Exhibit A, without prior written approval of the Agency, provided these modifications do not modify the project activities and do not increase the total project cost. The Grantee shall provide the Health Commissioner and/or Director of Environmental Health written notice of these changes and a revised budget in written form within thirty days after the Grantee's determination that a revision to the budget is needed. Further, the Grantee shall maintain documentation of all budget line item modifications in its fiscal records.

ARTICLE XVIII: HEADINGS

18.1 **(Headings)** The paragraph and article titles and headings in the Agreement have been inserted for convenient reference only, and shall not be considered in any questions of interpretation or construction of the Agreement.

ARTICLE XIX: SEVERABILITY

19.1 **(Severability)** A determination that any part of the Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

ARTICLE XX: CONROLLING LAW

20.1 **(Governing Law)** This Agreement shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

ARTICLE XXI: SUCCESSORS AND ASSIGNS

21.1 **(Written Consent Required)** Neither the Agreement, nor any rights, duties, nor obligations hereunder, may be assigned or transferred in whole or in part by Grantee without the prior written consent of the Agency. Any attempted assignment or delegation not consented to may be deemed void by the Agency.

ARTICLE XXII: FINDINGS OF RECOVERY

22.1 **(No Unresolved Findings of Recovery)** Grantee warrants that it is not subject to an "unresolved" finding for recovery under ORC 9.24. Grantee agrees that if Grantee is subject to any "unresolved" finding for recovery under ORC 9.24, the Agreement is void *ab initio* and Grantee shall immediately repay to the health district any funds paid under the Agreement.

ARTICLE XXIII: DEBARMENT

23.1 Grantee represents and warrants that it is not barred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, the Agreement is void *ab initio* and Grantee shall immediately repay to the Health District any funds paid under the Agreement.

ARTICLE XXIV: EXECUTION/EFFECTIVE DATE

24.1 **(Full Execution Required)** This Agreement is not binding upon the Parties unless executed in full.

24.2 **(Execution)** Two or more copies of the Agreement may be executed contemporaneously, each of which copy shall be deemed an original, but all which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document form" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or pdf form shall be deemed to be their original signatures for all purposes.

By signing the signature page, the Grantee assures and certifies that the specific information detailed in the Agreement, the Grant Application (Exhibit A), are current, accurate and complete.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.



Signature of Grantee's Authorized Official

080816

Date

Paul Hois

Name and Title of Authorized Official
(Please type or print)

Brazoria Township

Name of Organization
(Please type or print)

Frank J. Migliozi, MPH, REHS/RS

Name and Title of Authorized Official
(Please type or print)

July 28, 2016

Date



MOSQUITO CONTROL GRANT AGREEMENT FY 2016
EXHIBIT A – SCOPE OF WORK

Grantee: Township of Bazetta
Grantee's Authorized Official:
Email:
Phone:
Address:

Grantee's Contact Person:
Email:
Phone:

1. Health awards Grantee an amount not to exceed \$5,280.00.
2. Grantee will conduct mosquito surveillance, adult and larvae mosquito control, and community outreach within the township's jurisdictional boundaries.
3. Grantee will agree to abide by the terms and conditions of this agreement.
4. Grantee will be required to submit a final report to Agency in accordance with Section 7 of this Agreement.

GRANT OF EASEMENT FOR INGRESS AND EGRESS
RIGHT OF FIRST REFUSAL

(Driveway easement to enter upon and exit over Grantor's Property Lot)

Know All Men By These Presents:

That the **BAZETTA TOWNSHIP BOARD OF TRUSTEES, TRUMBULL COUNTY, OHIO**, an unincorporated political subdivision and body politic of the State of Ohio, hereinafter referred to as "**GRANTOR**", claiming title by virtue of instrument recorded in Deed Volume 464, Page 2, of the Trumbull County Records, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to its full satisfaction of **THOMAS P. SHORTREED**, hereinafter referred to as "**GRANTEE**", do hereby grant unto said **GRANTEE**, his successors, heirs and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for signage, for construction, installation and maintenance of gas, electric, water and sewer utility lines, parking, and ingress and egress, upon, over and across the following described premises in accordance with the legal description and survey map attached hereto and incorporated by reference;

The location and boundaries of said easement are described as follows:

An easement for ingress and egress and parking over **GRANTOR'S** property known as being Trumbull County Auditor's Permanent Parcel ID No.33-002500, from Ohio State Route 5 to **GRANTEE'S** property known as being Trumbull County Auditor's Permanent Parcel ID No. 33-068050 and being approximately 1.278 acres in Lot 48, Bazetta Township, Trumbull, County, Ohio.

SEE ATTACHED LEGAL DESCRIPTION AND PROPERTY SURVEY

CONDITIONS AND RESTRICTIONS OF EASEMENT

1. The easements and rights herein granted shall include the right to construct, erect, inspect, operate, replace, relocate, remove, repair, patrol and maintain upon, over, under, along the above described right of way across said premises all necessary structures, wires, cables, utility lines, and other usual and customary fixtures and appurtenances used to supply utilities for the benefit of the Grantee's property.

2. The easements and rights granted shall include the Grantee's right to erect signage and place a mail delivery box on the property, the location and placement thereof to be approved by the Grantor so as not to interfere with the Grantor's signage or other structures; whose consent shall not be unreasonably withheld.
3. The easement and rights herein granted shall include **non-exclusive** parking, pedestrian and vehicular ingress and egress for the benefit of Grantee's property, Trumbull County Auditors Parcel ID No. 33-068050 .
4. It is agreed and understood that Grantee may add additional paved parking spaces and driveway area in the easement area in the form and manner of improvement as approved by the Grantor, whose consent shall not be unreasonably withheld.
5. This easement runs with the land for as long as the Grantee or his successors in interest owns and/or operates his business office or other like business or residential dwelling on Grantee's property previously referenced as being Trumbull County Auditor's Permanent Parcel ID No. 33-068050, being approximately 1.278 acres in Lot 48, Bazetta Township, Trumbull, County, Ohio.
6. As a condition of the Easement Grant, the Grantee shall be solely responsible for and shall pay for all improvements Grantee makes to the easement area and all repair and maintenance thereof to the Easement Area to keep the ingress, egress and parking area in good repair and conditional free of defect and or obstruction.
7. Grantee shall be solely responsible for any and all physical damage to the easement land committed by the grantee and his business invitees, including but not limited to damage to sidewalks, fences, shrubbery, landscaping, structures or lawn area, unless the Grantee properly restores or repairs said damage to its original condition as appeared immediately prior to the occurrence of said damage.
8. The Grantee agrees to indemnify and hold the Grantor harmless from any and all damages, claims and actions whatsoever arising out of the Grantee's and or its business invitees acts or omissions in the use of this easement or performance of any of the conditions, provisions and or obligations contained herein, including but not limited to the construction, installation, repair, and maintenance of all improvements. The Grantor agrees and promises that all future construction over the easement shall not interfere with the installation, operation or maintenance of said gas, electric, water, and sewer utility lines, unless it is deemed necessary for the Grantor and impractical and or cost prohibitive to do so in any other manner; which in that case the Grantor will be responsible for and shall pay the cost of any reconstruction, relocation, and or replacement Grantee's utilities necessitated by Grantor's interference..
9. In addition, Grantor grant unto to Grantee, his successors or assigns, the right of first refusal if the property shown on Exhibit A which is part of Trumbull County Auditor's

Parcel No.33-002500 is ever placed on the market for sale, upon a bonafide offer of purchase and at the same terms and conditions as said offer.

- 10. Grantee agrees to reimburse the Grantor, Grantor's legal fees incurred by the Grantor in the negotiation, research, legal document, preparation, review and advice provided to consummate this transaction.
- 11. **TO HAVE AND TO HOLD** the said easement, rights and right of way and its appurtenances unto said Grantee, his successors and assigns, forever, and the Grantor represents that they are the lawful owners of and well seized of the above-mentioned premises herein described.
- 12. This instrument shall be binding on, and shall inure in the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto. Wherever the term Grantor or Grantee is used herein, the term shall be deemed to include the parties legal successors and assigns. This contract will be construed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the GRANTORS have affixed their signatures this ____ day of _____, 2016

By Order of the
BAZETTA TOWNSHIP TRUSTEES

Paul Hovis

Frank W. Parke

Theodore J. Webb

State of Ohio)
County of Trumbull) ss

Before me, a Notary Public in and for said County and State, personally appeared the above named GRANTORS, Paul Hovis, Frank W. Park and Theodore J. Webb, and acknowledged that they did sign the foregoing instrument and that the same was their free act and deed.

In testimony thereof, I have affixed my signature and seal this ____ day of _____, 2016.

NOTARY PUBLIC

ADVANCED LAND MEASUREMENT, INC.

LEGAL DESCRIPTION

**0.1757 ACRE INGRESS/EGRESS, UTILITY, AND PARKING EASEMENT
LANDS OF BAZETTA TOWNSHIP TRUSTEES**

**BEING SITUATED IN THE TOWNSHIP OF BAZETTA, COUNTY OF TRUMBULL,
STATE OF OHIO AND BEING KNOWN AS PART OF SECTION NO. 48 OF THE ORIGINAL
SURVEY OF SAID TOWNSHIP, BUT BEING MORE FULLY BOUND AND DESCRIBED AS
FOLLOWS:**

**BEGINNING AT AN IRON PIN FOUND CAPPED NO. 7447 ON THE INTERSECTION
OF THE WEST LINE OF LANDS OF BAZETTA TOWNSHIP TRUSTEES AS RECORDED IN
DEED VOLUME 464, PAGE 2 OF THE TRUMBULL COUNTY RECORD OF DEEDS AND THE
EAST RIGHT OF WAY LINE OF STATE ROUTE 5.**

**THENCE NORTHERLY ALONG THE SAID EAST RIGHT OF WAY LINE OF STATE
ROUTE 5 N 44°20'00" E A DISTANCE OF 174.69 FEET TO A POINT, SAID POINT BEING
THE TRUE PLACE OF BEGINNING FOR A 0.1757 ACRE INGRESS/EGRESS, UTILITY, AND
PARKING EASEMENT.**

**THENCE NORTHERLY CONTINUING ALONG THE SAID EAST RIGHT OF WAY
LINE OF STATE ROUTE 5 N 44°20'00" E A DISTANCE OF 127.38 FEET TO A POINT,
SAID POINT BEING THE MOST NORTH CORNER OF SAID BAZETTA TOWNSHIP
TRUSTEES LANDS.**

**THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SAID BAZETTA
TOWNSHIP TRUSTEES LANDS AND THE WEST LINE OF LANDS OF THOMAS T.
SHORTREED AS RECORDED IN INSTRUMENT NO. 200606270018441 S 2°52'29" W A
DISTANCE OF 200.53 FEET TO A POINT.**

**THENCE ALONG A LINE THROUGH SAID BAZETTA TOWNSHIP TRUSTEES LANDS
THE FOLLOWING FOUR (4) COURSES AND DISTANCES:**

- 1. N 78°39'44" W A DISTANCE OF 33.12 FEET TO A POINT.**
- 2. N 10°52'13" E A DISTANCE OF 69.07 FEET TO A POINT.**
- 3. N 57°44'58" W A DISTANCE OF 60.61 FEET TO A POINT.**
- 4. N 73°15'49" W A DISTANCE OF 8.62 FEET TO THE TRUE PLACE OF BEGINNING
FOR THE PARCEL HEREIN DESCRIBED.**

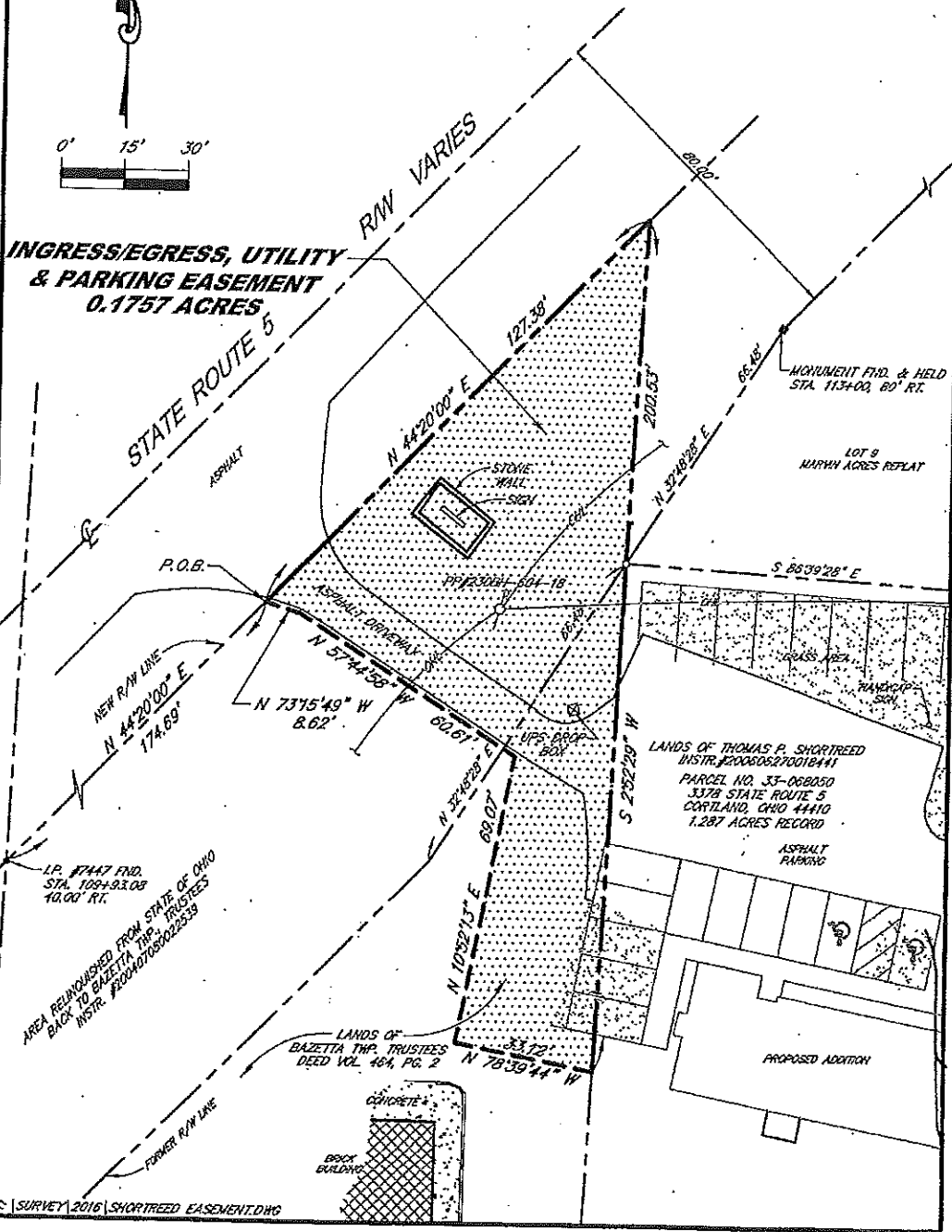
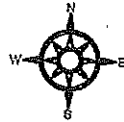
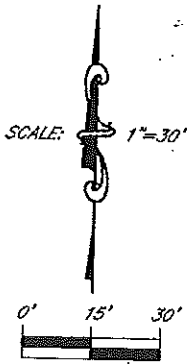
**CONTAINING 0.1757 ACRES OF LAND WITHIN SAID BOUNDS THE ABOVE
DESCRIBED PARCEL IS TO BE USED AS AN INGRESS/EGRESS, UTILITY, AND PARKING
EASEMENT.**

Professional Surveyors

**7097 Warren Sharon Road
Brookfield, Ohio 44403
Phone: (330) 448-6280 Fax: (330) 448-6281**

EXHIBIT MAP
INGRESS/EGRESS, UTILITY,
& PARKING EASEMENT
LANDS OF
BAZETTA TOWNSHIP TRUSTEES
SECTION 48, BAZETTA TWP., TRUMBULL CO., OHIO

PREPARED BY:
ADVANCED LAND MEASUREMENT, INC.
 PROFESSIONAL SURVEYORS
 7097 WARREN-SHARON ROAD
 BROOKFIELD, OHIO 44003
 PHONE: (330)448-6280 FAX: (330)448-6281



Agenda



Fri 8/5/2016 10:21 AM

From: "Dennis Lewis, OFE, OFC"

To: "Trustee", "Rita K. Drew"

Cc: "Tom Rlnk"

Trustee Hovis, Trustee Parke, Trustee Webb,

1. I have place a letter in your township mail box from Nic Wildman. This letter is not public record do to federal law.

Recommendation - Place Nic Wildman on light duty from August 9, 2016 to September 13, 2016.

2. Have submitted June and July Fire Department monthly reports.

3. Request a motion to dispose of obsolete equipment - list attached.

Would like this statement about the disposal of obsolete equipment. None of the equipment listed has every been purchased with tax payer dollars. All equipment on the list has been donated over the last 50 years.

Professionally,

Dennis K. Lewis, OFE, OFC
Fire Chief

Bazetta Township
773 Everett-Hull Road
Cortland, OH 44410
330-637-4136 (phone)
330-638-5382 (phone)
330-638-4193 (fax)
dlewis@bazettatwp.org

Attachments:

- July 2016.pdf
- June 2016.pdf
- Obsolete Equipment List.docx

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {06/01/2016} And {06/30/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	1.02%	\$0	0.00%
	<u>1</u>	<u>1.02%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	1	1.02%	\$0	0.00%
321 EMS call, excluding vehicle accident with	60	61.22%	\$0	0.00%
322 Motor vehicle accident with injuries	4	4.08%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	6	6.12%	\$0	0.00%
381 Rescue or EMS standby	1	1.02%	\$0	0.00%
	<u>72</u>	<u>73.46%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	1	1.02%	\$0	0.00%
444 Power line down	1	1.02%	\$0	0.00%
	<u>2</u>	<u>2.04%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
511 Lock-out	2	2.04%	\$0	0.00%
553 Public service	3	3.06%	\$0	0.00%
554 Assist invalid	1	1.02%	\$0	0.00%
561 Unauthorized burning	3	3.06%	\$0	0.00%
	<u>9</u>	<u>9.18%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611E Dispatched & cancelled en route (EMS /	3	3.06%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	1.02%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.02%	\$0	0.00%
631 Authorized controlled burning	2	2.04%	\$0	0.00%
	<u>7</u>	<u>7.14%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
735 Alarm system sounded due to malfunction	2	2.04%	\$0	0.00%
744 Detector activation, no fire -	2	2.04%	\$0	0.00%
	<u>4</u>	<u>4.08%</u>	<u>\$0</u>	<u>0.00%</u>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {06/01/2016} And {06/30/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
8 Severe Weather & Natural Disaster	1	1.02%	\$0	0.00%
800 Severe weather or natural disaster, Other	2	2.04%	\$0	0.00%
813 Wind storm, tornado/hurricane assessment	3	3.06%	\$0	0.00%

Total Incident Count: 98

Total Est Loss: \$0

BAZETTA

Aid Responses by Department

Alarm Date Between {06/01/2016} And {06/30/2016}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
STA. 12 CORTLAND FIRE DEPARTMENT FDID 78200							
16-0000463	06/05/2016	1 Mutual aid received	#Personnel	0	2	0	2
Their Inci 1236		Response Time: 00:15:30	#Appartus	0	1	0	1
16-0000514	06/17/2016	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci 12-0514		Response Time: 00:06:49	#Appartus	0	1	0	0
Subtotal Responses: 2			Average Response Time for Dept: 00:11:10				

STA. 21 CHAMPION FIRE DEPARTMENT FDID 78109							
16-0000489	06/11/2016	3 Mutual aid given	#Personnel	0	0	0	2
Their Inci 21-0489		Response Time: 00:02:54	#Appartus	0	0	0	1
16-0000499	06/13/2016	4 Automatic aid given	#Personnel	3	0	0	0
Their Inci 21-0499		Response Time: 00:07:52	#Appartus	1	0	0	0
16-0000519	06/18/2016	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci 16-0		Response Time: 00:07:31	#Appartus	0	1	0	0
16-0000520	06/18/2016	4 Automatic aid given	#Personnel	0	2	1	0
Their Inci 16-0		Response Time: 00:02:44	#Appartus	0	1	1	0
Subtotal Responses: 4			Average Response Time for Dept: 00:05:15				

STA. 32 HOWLAND FDID 78121							
16-0000480	06/08/2016	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci 1487		Response Time: 00:07:16	#Appartus	0	1	0	0
Subtotal Responses: 1			Average Response Time for Dept: 00:07:16				

STA. 38 MECCA FIRE DEPARTMENT FDID 78133							
16-0000538	06/23/2016	3 Mutual aid given	#Personnel	0	2	0	1
Their Inci 167		Response Time: 00:04:51	#Appartus	0	1	0	1
16-0000539	06/24/2016	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci 16-0169		Response Time: 00:06:41	#Appartus	0	1	0	0
Subtotal Responses: 2			Average Response Time for Dept: 00:05:46				

Response time calculated from time notified to arrival.

BAZETTA

Inspections by Type

Date Completed Between {06/01/2016} And
 {06/30/2016} and Inspection Type = "200 "

Date	Time	Occupancy	Hrs	Fee
200 INSPECTION - General				
06/16/2016		ALLS03 ALL SOULS WORK HOUSE/SHOP AREA 3823C BAZETTA RD NE	0.00	
06/16/2016		MILO01 Attorney John Grundy 3333 NILES CORTLAND	0.00	
06/16/2016		FARM04 Farmers Insurance Group 3578 NILES CORTLAND RD NE	0.00	
06/22/2016		QUAK01 Quaker Steak & Lube 2191 MILLENNIUM BLVD NE	0.00	
06/22/2016		VER VERIZON WIRELESS 2170 MILLENNIUM BLVD /5	0.00	
Total Activities for Type: 5			0.00	

Grand Total Activities: 5

Grand Totals: 0.00 0.00

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {07/01/2016} And {07/31/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
113 Cooking fire, confined to container	1	0.96%	\$0	0.00%
131 Passenger vehicle fire	1	0.96%	\$0	0.00%
143 Grass fire	1	0.96%	\$0	0.00%
	<u>3</u>	<u>2.88%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	1	0.96%	\$0	0.00%
321 EMS call, excluding vehicle accident with	60	57.69%	\$0	0.00%
322 Motor vehicle accident with injuries	3	2.88%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	7	6.73%	\$0	0.00%
341 Search for person on land	1	0.96%	\$0	0.00%
	<u>72</u>	<u>69.23%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
445 Arcing, shorted electrical equipment	1	0.96%	\$0	0.00%
	<u>1</u>	<u>0.96%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
553 Public service	4	3.84%	\$0	0.00%
554 Assist invalid	4	3.84%	\$0	0.00%
561 Unauthorized burning	1	0.96%	\$0	0.00%
571 Cover assignment, standby, moveup	6	5.76%	\$0	0.00%
	<u>15</u>	<u>14.42%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611E Dispatched & cancelled en route (EMS /	4	3.84%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	3	2.88%	\$0	0.00%
622 No Incident found on arrival at dispatch	3	2.88%	\$0	0.00%
	<u>10</u>	<u>9.61%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
733 Smoke detector activation due to	1	0.96%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.96%	\$0	0.00%
745 Alarm system activation, no fire -	1	0.96%	\$0	0.00%

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {07/01/2016} And {07/31/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call	3	2.88%	\$0	0.00%

Total Incident Count: 104

Total Est Loss: \$0

BAZETTA

Aid Responses by Department

Alarm Date Between {07/01/2016} And {07/31/2016}

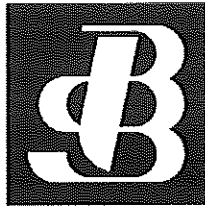
Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
STA. 12 CORTLAND FIRE DEPARTMENT FDID 78200							
16-0000556	07/01/2016	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci	12-0556	Response Time: 00:10:02	#Appartus	0	1	0	0
16-0000560	07/03/2016	2 Automatic aid received	#Personnel	0	0	0	0
Their Inci	16-733	Response Time: 00:03:59	#Appartus	0	0	0	0
16-0000607	07/15/2016	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	16-785	Response Time: 00:09:33	#Appartus	0	0	0	0
16-0000640	07/25/2016	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci	16-800	Response Time: 00:07:56	#Appartus	0	1	0	0
Subtotal Responses: 4			Average Response Time for Dept: 00:07:53				

STA. 21 CHAMPION FIRE DEPARTMENT FDID 78109							
16-0000571	07/06/2016	4 Automatic aid given	#Personnel	0	0	0	3
Their Inci	16-1112	Response Time: 00:10:26	#Appartus	0	0	0	1
16-0000586	07/12/2016	2 Automatic aid received	#Personnel	4	0	0	0
Their Inci	1139	Response Time: 00:05:48	#Appartus	1	0	0	0
Subtotal Responses: 2			Average Response Time for Dept: 00:08:07				

STA. 32 HOWLAND FDID 78121							
16-0000657	07/31/2016	4 Automatic aid given	#Personnel	3	0	0	0
Their Inci	32-0657	Response Time: 00:08:49	#Appartus	1	0	0	0
Subtotal Responses: 1			Average Response Time for Dept: 00:08:49				

STA. 38 MECCA FIRE DEPARTMENT FDID 78133							
16-0000591	07/12/2016	4 Automatic aid given	#Personnel	0	0	0	0
Their Inci	16-187	Response Time: 00:00:00	#Appartus	0	0	0	0
Subtotal Responses: 1			Average Response Time for Dept: 00:00:00				

Response time calculated from time notified to arrival.



*Baker
Bednar
Snyder*

& ASSOCIATES INC
ARCHITECTURE ENGINEERING INTERIOR DESIGN

Bazetta Township Fire Department

Job Meeting #9

July 27th, 2016

Attendance:	Christopher Bebb	Baker Bednar Snyder & Assoc.
	Frank Parke	Bazetta Twp. Trustee
	Paul Hovis	bazetta Twp. Trustee
	Rita Drew	Bazeta Fiscal Officer
	Dan Sprenkle	Milcam
	Don DiClaudio	York Mahoning

Contractors Report: Milcam will continue to finish drywall and should be ready for paint in the next couple days. Painting should be complete later next week. Exterior doors should be arriving later this week. Flooring will start mid next week. Downspouts and gutters will be installed next week. The rear patio area is scheduled to be poured late this week or the first of next week.

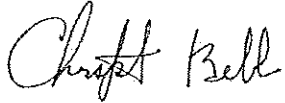
Items of discussion

1. Milcam is suggesting to proceed with painting the interior of the apparatus bays as is in their contract due to various marks and caulk issues. Some grey block would have been needed to be painted anyway. BBS suggested to paint the red block to match the block color and the tan block to match the tan block to keep the look that is existing. Township Trustees will make a decision on what they want done.
2. The vehicle exhaust system will run for longer periods of time in the winter with doors closed. Phoenix Engineering will determine if additional make up air is required. York Mahoning needs to provide a revised quote to reflect the change of scope of additional exhaust tube installation, the fact that it will be delivered to site by the owner and any changes to fresh air intake.
3. The trustees approved various change order items and C.O. #3 will be prepared by BBS on AIA format to reflect what was approved to date.
4. The 9-11 monument sketch design was approved and details will be sent to Milcam for pricing. It is our understanding that the left over masonry was to be provided at no cost and the only charges would be for labor, concrete foundations, electric for the light and (2) stone caps. BBS has donated architectural services as well.
5. Dan mentioned that Trumbull Soil and Water flagged them for a few items and they are working through it to be compliant.
6. The main driveway / parking lot concrete work will most likely not start till September due issues with delivery of components for the reinforcing steel.

Next Meeting:

Meetings will be weekly on Wednesday's at 8:00 am unless notified otherwise.

Thank you,

A handwritten signature in black ink that reads "Christopher Bebb". The signature is written in a cursive style with a large initial "C".

Christopher Bebb
Senior Project Architect
Baker Bednar Snyder & Assoc.

AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Bazetta Fire Station - Construction Warren Meadville Rd Cortland Ohio 44410	CHANGE ORDER NUMBER: 003 DATE: 7-27-2016	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Milcam, Inc. 5756 Warren Sharon Rd PO Box 449 Brookfield, Ohio 44403	ARCHITECT'S PROJECT NUMBER: 14047 CONTRACT DATE: 3-7-2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

- (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*
- \$3,000.00 Install a 100 amp single phase circuit to the air compressor system that maintains truck pressure.
 - \$1,900.00 Delete the curb islands in the rear parking lot and add parking lot space in lieu of islands. Also add sidewalks in front and rear of firehouse.
 - \$1,000.00 Furnish and install the aluminum dryer vent from the laundry room through the wall to a wall cap.
 - \$2,132.00 Place #1 limestone and matting in the rear parking lot and drive as recommended by Cernica Engineering.
 - (\$5,000.00) Provide credit for septic field work that was not required as a part of allowance.
 - \$8,968.00 Installation of monument sign using left over materials. Includes footers, concrete and electric line.

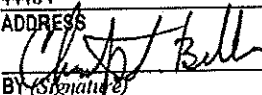
The original Contract Sum was	\$ 1,316,200.00
The net change by previously authorized Change Orders	\$ 8,227.70
The Contract Sum prior to this Change Order was	\$ 1,324,427.70
The Contract Sum will be increased by this Change Order in the amount of	\$ 12,000.00
The new Contract Sum including this Change Order will be	\$ 1,336,427.70

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Baker Bednar Snyder & Associates Inc ARCHITECT (Firm name) 628 Niles Cortland Rd Se, Warren, Ohio 44484 ADDRESS  BY (Signature) Randall P. Baker (Typed name) 8.5.16 DATE	Milcam, Inc. CONTRACTOR (Firm name) 5756 Warren Sharon Rd, PO Box 449, Brookfield, Ohio 44403 ADDRESS BY (Signature) Wayne Miller (Typed name) DATE	Bazetta Township Trustees OWNER (Firm name) 3372 State Route 5 NE, Cortland, Ohio 44410 ADDRESS BY (Signature) Paul Hovis (Typed name) DATE
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Obsolete Equipment List

75 - Folding Chairs

Metal 4 Drawer Table

2 - 9 Gym Locker Cabinet

4'x4' Metal Cabinet

3'x6' Metal Cage

2 - Metal File Cabinet Drawers

20 - Cushioned Metal Chairs

3 - Wooden Desks

3 - Composite Wooden Computer Stands

Stand-Up Freezer

Washing Machine

Wooden Kidney Shaped Table

13 - Metal Clothing Locker

Metal Desk

7 - Metal Filing Cabinets

10 - Bunker Coats (Expired)

10 - Bunker Pants (Expired)

10 - Pair Bunker Boots (Expired)

Metal Table Rack

1 – Stick Welder

Police Agenda for Monday August 8, 2016 Trustee Meeting



Thu 8/4/2016 12:05 PM

From: "Mike Hovis"

To: rdrew@bazettatwp.org

Cc: fparke@bazettatwp.org

Rita,

To approve the purchase of 20 tires from American Tire Distributors at state purchase price for a total amount of \$2536.48.

12-235 55 R17 Goodyear Ultra Grip \$118.56 plus \$1.00 State of Ohio Impact Fee.

8-2455R18 Goodyear Ultra Grip \$136.72 plus \$1.00 State of Ohio Impact Fee.

That is all I have. Thank you in advance and 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

Fax: 330-638-9927

mhovis@bazettatwp.org

<http://www.facebook.com/BazettaTownshipPoliceDept> www.facebook.com/BazettaTownshipPoliceDept

<http://www.facebook.com/BazettaTownshipPoliceDept>

AGENDA

Fri 8/5/2016 7:21 AM

From: "Mike Hovis"

To: rdrew@bazettatwp.org

Cc: fparke@bazettatwp.org, officers@bazettatwp.org



Rita,

I would like to add to the agenda for Monday August 8, 2016,

1. To establish the hourly rate for police cruiser usage at \$10.00 per hour effective immediately.

Michael J. Hovis, Chief of Police

Bazetta Township Police Department

2671 McCleary Jacoby Rd.

Cortland, Ohio 44410

Phone: 330-638-5503

Fax: 330-638-9927

mhovis@bazettatwp.org



July 2016

Bazetta Police Department Activity

Published Date: August 2 , 2016

Activity	Total
Calls for Service	752
Incident Reports Filed	140
Traffic Crash Investigations	12
Number of Persons Arrested	70
Traffic Offenses	107
Traffic Citations Issued	92
Vehicle Miles Traveled	11,876.00
Office Contacts	167

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

2016 Year to Date Report for Zoning Permits and Fence Permits

Month	Permits	Amount
Jan.	0	0.00
Feb.	4	578.75
Mar.	6	253.56
Apr.	1	165.00
May	4	368.28
June	8	2125.12
July	4	531.85
Totals	27	4022.56

Fence Permits 6 @ 35.00 = 210.00 1 @ 5.00 Total 215.00

Garage Sales and Dumpster Totals will be furnished at later date.

Monthly reports will follow.

Mike