

EATON COUNTY BOARD OF COMMISSIONERS

PUBLIC SAFETY COMMITTEE

MINUTES OF NOVEMBER 6, 2014

Present: Chairman Commissioner Jeremy Whittum, Vice-Chairman Commissioner Mike Hosey, Commissioner Roger Harris, Commissioner Jim Osieczonek, Commissioner Dale Barr, Commissioner Howard Spence, Commissioner Wally Miars

Also Present: Controller John Fuentes, Sheriff Tom Reich, Undersheriff Jeff Cook, Deputy Dispatch Director John Imeson, Board Chair Blake Mulder, Helen Schneider, Dispatch Director April Heinze, Theresa O'Dell

The meeting was called to order at 4:00 p.m.

Pledge of Allegiance.

Commissioner Hosey made a motion to accept the minutes of the October 2, 2014 meeting. Commissioner Harris seconded.
Motion Carried.

LIMITED PUBLIC COMMENT

None

SHERIFF'S OFFICE UPDATE

Undersheriff Cook provided an update on recent case activities.
Sheriff Reich advised the Committee that two road deputies have been hired and applicants for the remaining three road deputy positions are being screened.
The Sheriff announced the following promotions:
Sgt. Elbert Sidel - Delta Patrol
Lt. Adam Morris - County Patrol
Lt. Mark Wriggelsworth - Delta Patrol
Captain Tim Jungel - Field Services Division
Captain Jeff Campbell - Administrative Services Division
Lt. Robert Jordan - Corrections Division

MONTHLY REPORTS

Controller Fuentes reported that there is not a Reimbursement Report available for presentation with the limited data available for the start of the 2015 fiscal year.
The Jail Census and Court Security Reports were presented for review.

The final Overtime Report for the end of the 2014 fiscal year shows a \$45,000 favorable variance.

CENTRAL DISPATCH UPDATE TOWER AGREEMENT

Deputy Director John Imeson advised the Committee that Spring Arbor College is requesting to add a transmitter to the tower in Delta Township for the broadcasting program. He noted that the tower does have space available for the transmitter and that the Delta Township Board has approved the agreement. Discussion held.

Commissioner Howard Spence made a motion to recommend to the Board of Commissioners that the County enter into an agreement with Spring Arbor College to add the transmitter to the tower located in Delta Township. Commissioner Hosey seconded the motion.

Motion carried.

Deputy Director Imeson also updated the Committee on the towers at the Dispatch Center and near the Pottersville rest area (Rumsey Hill). An engineering study is underway to determine wind load ratings to determine structural enhancements necessary to accommodate the addition of microwave equipment on the tower. It is expected that estimates will be available in December for the Committee's review and consideration.

JAIL EQUIPMENT REQUEST

A list of requested equipment, to utilize additional one-time funds available for the jail (\$10,000), is being developed and will be presented to the Committee at its next meeting for consideration.

LOCAL UNIT SERVICE AGREEMENTS

Controller Fuentes advised that the contract for additional police services with Oneida Township expires December 31, 2014. A renewal agreement in the amount of \$45,000 will be considered by the township and if approved will be presented to the Committee at its next meeting. He further advised that model language had been modified to accurately reflect how the parties administer the agreement and will be utilized for all future agreements between the Sheriff's Office and municipalities requesting agreements.

MISCELLANEOUS

Regarding the Medical Examiner Contract that was approved by the Board of Commissioners, Controller Fuentes advised that the scope of service contained in the version approved was incorrect. The language stated that the Medical Examiner would administer transportation of the deceased. This was not the intent of either party and is inconsistent with how this is handled in the County. The contract will be corrected to reflect intended scope of services. The consensus of the Committee was a report to the Board of Commissioners on the correction of this error was in order.

Controller Fuentes advised the Committee that the Jail Security System project has been finalized with Black Creek and a financing proposal will be presented to the Ways and Means Committee at its next meeting.

Discussion held on body worn cameras for deputies and in-car video cameras for patrol cars, related to operational policies and record retention. The Department is currently evaluating

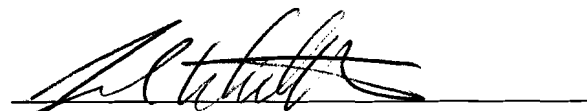
equipment to replace the current in-car video cameras and acquire and implement the use of body-worn cameras. Further discussion held.

Commissioner Spence inquired as to the Department's preparedness and training on PA200 which is a statute regarding involuntary detainment. Discussion held.

LIMITED PUBLIC COMMENT

None

Meeting adjourned at 4:42 p.m.



Commissioner Jeremy Whittum
Chairperson Public Safety Committee
Eaton County Board of Commissioners

/to'd

JAIL COUNT SUMMARY

Oct-14

Day	Building Total	Eaton County Pop.	Female Inmates	MDOC	Housing Other	% of Capacity	% of Eaton County Pop
1	220	204	53	15	0	59%	55%
2	212	192	51	19	0	57%	51%
3	215	196	52	18	0	57%	53%
4	234	214	54	19	0	63%	57%
5	245	225	57	19	0	66%	60%
6	222	202	54	19	0	59%	54%
7	221	201	52	19	0	59%	54%
8	214	193	53	20	0	57%	52%
9	208	184	50	23	0	56%	49%
10	203	185	49	17	0	54%	50%
11	220	207	49	12	0	59%	55%
12	226	213	50	12	0	60%	57%
13	205	192	50	12	0	55%	51%
14	200	189	47	10	0	53%	51%
15	203	191	48	11	0	54%	51%
16	205	194	53	10	0	55%	52%
17	213	196	51	16	0	57%	53%
18	224	209	55	14	0	60%	56%
19	235	220	56	14	0	63%	59%
20	219	204	57	14	0	59%	55%
21	218	195	56	22	0	58%	52%
22	215	190	55	24	0	57%	51%
23	221	197	57	23	0	59%	53%
24	228	200	60	27	0	61%	54%
25	243	216	61	26	0	65%	58%
26	241	214	59	26	0	64%	57%
27	233	206	59	26	0	62%	55%
28	228	203	55	24	0	61%	54%
29	226	200	58	25	0	60%	54%
30	224	197	55	26	0	60%	53%
31	225	200	55	24	0	60%	54%

TOTAL			1671	586	0	59%	52%
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Bldg Total	6846
Avg/Day	221

Eaton Cty. Total	6041
Avg/Day	195

Housing Total	586
Avg/Day	19

Female Total	1671
Avg/Day	54

Court Security Screening Monthly Report 2014

	People Scanned	Guns Confiscated / Returned	Knives Confiscated / Returned	Chemical Agents	Other
January	15204	3	103	10	59
February	14115	0	98	9	49
March	14336	1	88	9	43
April	14827	0	102	5	23
May	14737	0	110	12	40
June	14409	0	79	5	50
July	13779	1	87	4	33
August	13718	0	90	11	45
September	13017	0	83	7	60
October	14550	1	88	11	55
November					
December					
Totals	142692	6	928	83	457

2013/2014 Analysis of Sheriff Department Overtime by Division

Through pay end date 9/30/2014 26.1

FINAL

Department	Year-to-Date Overtime	Payrolls	Estimated Per Payroll	Total Payrolls	Projected	Budget	Variance
301	147,041.64	26.10	5,633.78	26.10	147,041.64	190,000.00	42,958.36
301 -Detective	13,398.45	26.10	513.35	26.10	13,398.45	30,000.00	16,601.55
302	154,705.94	26.10	5,927.43	26.10	154,705.94	157,976.00	3,270.06
303	154,852.80	26.10	5,933.06	26.10	154,852.80	125,000.00	(29,852.80)
303 -Detective	17,231.06	26.10	660.19	26.10	17,231.06	30,000.00	12,768.94
General Fund	<u>487,229.89</u>		<u>18,667.81</u>		<u>487,229.89</u>	<u>532,976.00</u>	<u>45,746.11</u>
Jail Millage II	58,995.27	26.10	2,260.36	26.10	58,995.27	60,000.00	1,004.73

2013/2014 Analysis of Sheriff Department Overtime by Division

Through pay end date		9/30/2014	26.1					
Department		Amended Budget	Y-T-D	% of Budget	% of Payroll Charged	Projected to end of year	Final Total	Variance
301.704	Regular	1,871,577.00	1,844,775.83	98.57%	100.00%	0.00	1,844,775.83	26,801.17
301.706	Overtime	190,000.00	147,041.64	77.39%			147,041.64	42,958.36
301.706.002	Detective OT	30,000.00	13,398.45	44.66%			13,398.45	16,601.55
302.704	Regular	1,848,142.00	1,844,840.77	99.82%	100.00%	0.00	1,844,840.77	3,301.23
302.706	Overtime	157,976.00	154,705.94	97.93%			154,705.94	3,270.06
303.704	Regular	1,893,948.00	1,833,856.10	96.83%	100.00%	0.00	1,833,856.10	60,091.90
303.706	Overtime	125,000.00	154,852.80	123.88%			154,852.80	(29,852.80)
303.706.002	Detective OT	30,000.00	17,231.06	57.44%			17,231.06	12,768.94
Total		6,146,643.00					6,010,702.59	135,940.41
Jail Millage Fund								
281.301	Regular	782,677.00	771,576.91	98.58%	100.00%	0.00	771,576.91	11,100.09
	Overtime	60,000.00	58,995.27	98.33%	100.00%		58,995.27	1,004.73

LEASE

THIS LEASE is made as of the 16th day of October, 2014 between Eaton County and Delta Charter Township ("Lessor"), and Spring Arbor University ("Lessee").

RECITALS

- A. Lessee is the owner, operator and licensee of FCC licensed translator station W252CN.
- B. Lessor Eaton County is the owner of a communications tower located at 4518 Mt. Hope Hwy., Lansing, MI 48917. Lessor Delta Charter Township is the owner of the real property at 4518 Mt. Hope Hwy., Lansing, MI 48917, which Delta Charter Township has leased to Eaton County for the purpose of the communications tower. As per the lease agreement between Eaton County and Delta Charter Township, any co-locations on the communications tower require the approval of both parties.
- C. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor space on the Lessor's communications tower at the 39 meter level for Lessee's transmit antenna and the 30 meter level for Lessee's receive antenna, and vertical space running up and down the tower face for Lessee's transmission line, and space for a small building to house Lessee's transmitter (the "Leased Site") under the following terms and conditions set forth herein, in order to enable Lessee to install equipment to transmit the signal of the Station.

WITNESSETH

1. **TERM.** The initial ten-year term of this Lease shall be deemed to have commenced on October 16, 2014 and shall end on October 16, 2024 (the "Initial Term"). This Lease shall renew automatically for an additional term of ten years (the "Renewal Term"), unless Lessee gives notice of non-renewal to Lessor not less than 90 days prior to the expiration of the Initial Term. Notwithstanding anything herein to the contrary, the Lease may be terminated (a) by Lessee upon 90 days notice to Lessor.
2. **RENT.** The translator station (W252CN) is part of the Lessee's 501(c)3 non-profit radio station operation (WSAE) being operated in part to provide first hand broadcasting education to Spring Arbor University students. Therefore, rent is waived. Spring Arbor University agrees to notify Eaton County in writing 90 days prior in the event the W252CN translator will become a for-profit operation, at which time Eaton County and Delta Charter Township may require rent to be paid.
3. **USES OF LESSOR'S PROPERTY.** The antennas, the transmitter, the transmission line and accessories (collectively the "Station Equipment") will at all times remain the property of the Lessee. Lessee shall use the Station Equipment

and Lessor's Property only for operation of the Lessee Station. Such operations shall be conducted in accordance with the standards imposed by the Federal Communications Commission and any other body with authority over such transmission and operation.

Lessor operates public safety communication equipment on the Lessor's property, and may add other public safety communication equipment in the future. Any interference caused by the Lessee's operation to the currently existing or future public safety communications equipment shall be the Lessee's responsibility to resolve at the Lessee's expense. Lessor shall have the right to lease space on Lessor's Property to any other person or persons desiring to engage in any form of licensed radio transmission. Any non-public safety tenant shall at their expense be responsible for taking such steps as may be necessary to prevent or resolve any interference to the Lessee's radio transmission at the Leased Site. If such interference occurs and is not reduced to levels reasonably acceptable to Lessee, Lessor shall promptly cause the cessation of the offending non-public safety tenant's operation(s) causing interference to Lessee's transmission. As an alternative to enforcing Lessor's obligation to cause the cessation of the interference, Lessee may elect to terminate this Lease and remove the Station Equipment by giving 90 days prior written notice to Lessor. If Lessee terminates and removes the Station Equipment pursuant to this provision, it has no further financial obligation to Lessor.

The sidewalks, entrances, parking areas and other common areas of the building and structure in and upon which the Leased Site is located shall not be obstructed or encumbered by Lessee or used for any Purpose other than ingress and egress to and from the Lessor's Property or for any purpose other than their normal use.

4. PERMITS. Lessee shall obtain, at its own expense, any and all licenses or permits from such governmental body or agency as shall have jurisdiction in connection with the installation, repair, alteration or replacement of Station Equipment or with any activities of Lessee on the Lessor's Property and shall abide by the terms and provisions of such licenses and permits. If for any reason any governmental agency shall fail or refuse to issue, extend or renew a license or permit to Lessee or to Lessor to continue using the Leased Site for its intended purposes, then and in that event this Lease may be terminated by Lessee or by Lessor, as the case may be, giving 90 days notice in writing, and the Lessee shall remove the Station Equipment.
5. LESSEE'S RIGHT OF ACCESS. Lessor hereby grants to Lessee a non-exclusive right of access to the Lessor's Property to the extent reasonably necessary to enable Lessee to house, operate, maintain and monitor its equipment.

6. UTILITIES. Lessor shall not be liable for failure to supply electricity to the Leased Site, or for any interruption or deficiency thereof, due to any reason beyond Lessor's control.
7. TAXES. Lessor shall pay all real estate taxes, assessments or levies assessed or imposed against the land on which the Lessor's Property is located, and all taxes which may be assessed against the Leased Site and any buildings thereon. Lessee shall pay all personal property and other taxes assessed or imposed against Lessee's equipment or material located on the Lessor's Property.
8. INSURANCE. Lessee shall assume responsibility for any damage caused by its operations at the site. Lessee shall procure and maintain comprehensive public liability-insurance, naming Lessor as an insured as its interest shall appear, covering all of Lessee's operations and activities on the Lessor's Property and on Lessor's land, including but not limited to the operations of outside contractors and the operation of vehicles and equipment, with limitations of not less than \$500,000 for any injury to or death of any one person(s) and \$300,000 for property damage. Each of the foregoing limitations shall be for each occurrence and shall not be an aggregate limit in the policy. Lessee shall also cause any outside contractors to procure Workers Compensation Insurance and to procure Comprehensive Public Liability Insurance complying with the section herein. A copy of the insurance policies shall be furnished to Lessor.
9. MAINTENANCE OF LESSOR'S PROPERTY. Lessor shall provide to the Lessor's Property (but not to Lessee's equipment housed thereon) all necessary maintenance and repairs, provided, however that when such maintenance and repair is made necessary by or because of the fault or negligence of Lessee (reasonable wear and tear accepted), Lessee shall reimburse Lessor for the cost thereof. Lessee, at its own expense, shall carry out the maintenance of its property, including, but not by way of limitation, the electrical and mechanical maintenance of the Station Equipment, but shall not be responsible for the painting of the Lessor's Property or the maintenance of lights thereon. Maintenance shall be conducted by Lessee in accordance with reasonable engineering standards to assure that at all times Lessee's equipment is in conformance with the requirements of the Federal Communications Commission and all other public authorities with jurisdiction over Lessee.
10. PROPERTY DAMAGE. In the event that the Lessor's Property is destroyed or damaged by fire, lightning, windstorm, explosion, collapse, aircraft or other vehicle damage or other casualty, Lessor shall reconstruct or repair the Lessor's Property to such good condition as existed before the destruction or damage and give possession to Lessee of the same space leased hereunder, unless within 30 days after such damages or destruction Lessor provides written notice to Lessee of Lessor's decision not to rebuild or repair the Lessor's Property. In the event Lessor provides such notice, the Lease shall be deemed to be terminated as of the

date of the subject destruction or damage. If the Leased Site is in need of such repair or is so damaged by fire, lightning, windstorm, explosion, collapse, aircraft or other vehicle, or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling or removing some or all of the Station Equipment, then Lessor may remove Lessee's Station Equipment, if necessary, and interrupt broadcasting activity, but must have the Station Equipment reinstalled as soon as reasonably possible. Lessee shall be entitled to a pro rata refund of its prepaid rent for such time as it is unable to conduct its normal broadcasting activities as a result of such total or partial destruction or damage or need of repair. Lessee will also be afforded the right to install temporary facilities, if available, pending repairs without interfering in any way with the construction, rebuilding or operation of Lessor's facilities.

11. EMINENT DOMAIN. If the land upon which the Leased Site is located is acquired or condemned by any public authority under the power of eminent domain, then the terms of this Lease shall cease and be terminated as of the date title shall have vested in public authority. Lessor shall be entitled to the entire amount of any condemnation award, except Lessee shall be entitled to make claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures.
12. ASSIGNMENT. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Without the express written consent of Lessor, which consent will not be unreasonably withheld, Lessee shall not assign, mortgage or encumber this Lease, sublet the Leased Site or permit the Leased Site or any part thereof to be used by others. Notwithstanding the foregoing sentence, Lessee, without the prior consent of Lessor, may assign its rights and obligations under this Lease to any subsequent licensee of the Station, provided that such assignee assumes, as evidenced in a writing delivered to Lessor, the obligations of Lessee hereunder. No such assignment shall serve to release or relieve any predecessor Lessee from its obligations hereunder.
13. ENTIRE AGREEMENT AND SEVERABILITY. This Lease contains the entire agreement between the parties and cannot be changed or terminated orally. If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.
14. RIGHT OF LESSEE TO REMOVE ITS EQUIPMENT IN EVENT OF TERMINATION. In the event either party terminates this Lease in accordance with the provisions herein, Lessee shall be permitted to remove the Station Equipment from the Lessor's Property within 30 days of such termination. Such removal shall be conducted in accordance with the pertinent requirements of this

Lease. Lessor may remove such Station Equipment at Lessee's expense after the expiration of the 30-day period.

15. LESSOR'S GRANT OF RIGHTS. Nothing in this agreement shall be construed as in any way limiting the right of Lessor to lease, sell or grant rights for the use of any of its land, tower or other property to any person, including any other radio or television station, either temporarily or permanently, so long as the use thereof by such other person does not in any way interfere with Lessee's operation of its facilities hereunder and such use is subject to Section 3 hereof.
16. WAIVER. Failure of any party to complain of any act or omission on the part of any other party in breach or default of this Lease, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of the Lease or a consent to any subsequent breach of the same or other provisions.
17. NOTICES. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given upon personal delivery, which may include delivery by an overnight courier service such as FedEx or four days after being mailed by registered or certified mail, return receipt requested, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Lessee: Malachi Crane
Spring Arbor University
106 E. Main St.
Spring Arbor, MI 49283

If to Lessor: Eaton County Controller's Office
1045 Independence Blvd.
Charlotte, MI 48813

Delta Charter Township
ATTN: Township Manager
7710 W. Saginaw Hwy.
Lansing, MI 48917

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section.

20. ENTIRE AGREEMENT. This Lease and all exhibits hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersede all prior negotiations between such parties, and can be

amended, supplemented or changed only by an agreement in writing which makes specific reference to this Lease and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.

21. GOVERNING LAW. This Lease shall be construed in accordance with and governed by the laws of the State of Michigan.

WITNESS WHEREOF, the undersigned parties warranting that each is fully authorized and empowered to do so, hereby execute these presents intending to bind their respective principals, assigns, successors, heirs and legal representatives thereby.

LESSOR: EATON COUNTY

By: _____
Blake Mulder
Its: Chair, Board of Commissioners


Date: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF EATON)

On this _____ day of _____, 2014, before me personally appeared Blake Mulder, Chair, Eaton County Board of Commissioners, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

Notary Public, State of Michigan, County of _____
My commission expires on: _____
Acting in the County of: _____


LESSOR: DELTA CHARTER TOWNSHIP

By: 
Jeffrey Anderson
Its: Township Manager

Date: October 13, 2014

STATE OF MICHIGAN)
) ss.
COUNTY OF EATON)

On this 13th day of October, 2014, before me personally appeared Richard Watkins, Township Manager, Delta Charter Township, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.


Kathy A. Gilreath
Notary Public, State of Michigan, County of Eaton
My commission expires on: 04.01.2016
Acting in the County of: Eaton

LESSEE: SPRING ARBOR UNIVERSITY

By: _____ Date: _____
Malachi Crane
Its: Assistant Vice President of University Communications

STATE OF MICHIGAN)
) ss.
COUNTY OF EATON)

On this _____ day of _____, 2014, before me personally appeared Malachi Crane, Assistant Vice President of University Communications, Spring Arbor University, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

Notary Public, State of Michigan, County of _____
My commission expires on: _____
Acting in the County of: _____