

EATON COUNTY BOARD OF COMMISSIONERS

PUBLIC SAFETY COMMITTEE

MINUTES OF AUGUST 7, 2014

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

Absent: Commissioner Jim Osieczonek

Also Present: Controller John Fuentes, Sheriff Tom Reich, Undersheriff Jeff Cook, Dispatch Director April Heinze, Captain Teresa Catey, Helen Schneider, Rod Sadler, Sgt. Jim West, 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 July 10, 2014 meeting. Commissioner Harris seconded. Motion Carried.

LIMITED PUBLIC COMMENT

None

SHERIFF'S OFFICE UPDATE-

Sheriff Reich informed the Committee that there are three, soon to be four with a retirement, vacancies on Road Patrol. There were 142 applications received from the Road Patrol posting that are being reviewed. Testing for the Field Services Captain position and Corrections Lieutenant are scheduled for the next month.

Sheriff reviewed the Reimbursement Grant Agreement for Animal Control.

Undersheriff provided a summary of activities of the Delta and County Patrols.

VEHICLE FLEET ADDITION- Sheriff Reich advised that a 1987 Chevrolet Blazer four wheel drive was obtained through the Federal Surplus Program at no cost. The vehicle will be used during severe winter weather.

Commissioner Miars made a motion to recommend the addition of the 1987 Blazer to the Sheriff Office fleet to the Ways and Means Committee. Commissioner Barr seconded the motion.

Motion carried.

REIMBURSEMENT, JAIL CENSUS, COURT SECURITY, OVERTIME REPORT UPDATE

The monthly reports were distributed, received with no significant changes. The overtime report shows an overall favorable variance of \$104,000 due to vacancies.

CENTRAL DISPATCH

TOWER LEASE AGREEMENT

Information regarding Tower Lease Agreements was distributed and discussed for Bellevue and Mulliken

Commissioner Barr made a motion to recommend to the Board of Commissioners the approval of the lease agreement for the Bellevue Tower site. Commissioner Hosey seconded the motion.

Motion carried.

Commissioner Hosey made a motion to recommend to the Board of Commissioners the approval of the lease agreement for the Mulliken Tower site, contingent the completion of the necessary exhibits including the legal description. Commissioner Barr seconded the motion.

Motion carried.

Director Heinze gave an update on projects at Central Dispatch. She invited the Committee to tour the updates to Central Dispatch. Discussion held on having the next Public Safety Meeting at the Central Dispatch/Informational Systems Building in September. Chairman Whittum requested Director Heinze attend the Commission meeting to provide an update on the recent capital expenditures.

SWIFT AND SURE SANCTIONS GRANT RENEWAL RESOLUTION

The grant is for the Community Corrections Department. Controller Fuentes verbally noted that the correct the grant funding request from \$185,300 to \$185,530 and that the resolution will be corrected before the Board meeting.

Commissioner Harris made a motion to recommend to the Board of Commissioners to approve the resolution to see grant renewal of the Swift and Sure Sanctions Grant Resolution with the corrected request amount of \$185,530. Commissioner Hosey seconded the motion.

Motion carried.

ANIMAL CONTROL GRANT

Commissioner Barr made a motion to recommend to the Board of Commissioners to accept the Resolution to Authorize Acceptance of Animal Control Sterilization Grant which will provide \$25,000 for sterilization of animals prior to adoption from the Animal Control Shelter from August 1, 2014 to May 1, 2015. Commissioner Harris seconded the motion.

Motion carried.

Undersheriff Jeff Cook and Jail Administrator Captain Catey were present to discuss the Sheriff's recommendation for the jail security system improvements. Based on an extensive evaluation of the current vender upgrade proposal and proposals from other vendors to replace the current system, the recommendation is to proceed with an upgrade to the current Black Creek System.

Discussion held regarding the evaluation process, the age of the current system and customer service. The Sheriff feels that the previous concerns have been addressed and pursuing the Black Creek upgrade provides the best solution for jail operations.

The Undersheriff also reported that the recommendation included the replacement of the video visitation system with Black Creek's latest version. The Sheriff's Office will work to finalize the project cost and work with the Controller's Office to develop a financing proposal to present to the Ways and Means Committee for consideration at a future meeting.

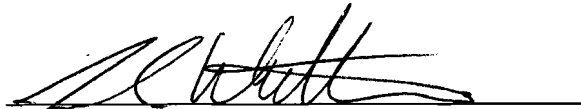
LIMITED PUBLIC COMMENT

Helen Schneider wished to commend Deputy Terry Walker on his efforts on obtaining the Animal Control Sterilization Grant.

Commissioner Barr made a motion to go into closed session for the purpose of discussing pending litigation at 4:45 p.m. Commissioner Hosey seconded the motion. The Committee resumed open session at 4:59 p.m.

Commissioner Hosey made the motion to adjourn. Commissioner Barr seconded the motion. Motion carried.

Meeting adjourned at 5:00 p.m.



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

/to'd

JAIL MILLAGE FUND - BOARDING									
Fiscal Year 2013/2014									
JULY 2014									
PAYEE	REVENUE ACCOUNT	CURRENT BUDGET	FISCAL Y-T-D COLLECTED	% OF BUDGET COLLECTED	ANNUALIZED PROJECTED COLLECTIONS	FISCAL YEAR PROJECTED VARIANCE	FISCAL Y-T-D BILLED	ANNUALIZED PROJECTED BILLINGS	Percent Collected vs Billed
Prisoner Boarding Fund	Housing Only								
JAIL REDUCTION & COMM. TREATMENT PROGRAM	Housing	\$0.00	\$3,697.50	%	\$4,437.00	\$4,437.00	\$3,697.50	\$4,437.00	100%
PAROLE VIOLATORS	MDOC HOUSING	\$305,000.00	\$150,080.00	49.2%	\$180,096.00	(\$124,904.00)	\$204,470.00	\$245,364.00	73%
DIVERTED FELONS	MDOC HOUSING	\$310,000.00	\$137,095.00	44.2%	\$164,514.00	(\$145,486.00)	\$153,435.00	\$184,122.00	89%
TOTAL BOARDING		\$615,000.00	\$290,872.50	47.3%	\$349,047.00	(\$265,953.00)	\$361,602.50	\$433,923.00	80%
GENERAL FUND - OTHER									
INDIVIDUALS	SENTENCED INMATES	CURRENT BUDGET	FISCAL Y-T-D COLLECTED	% OF BUDGET COLLECTED	ANNUALIZED PROJECTED COLLECTIONS	FISCAL YEAR PROJECTED VARIANCE	FISCAL Y-T-D BILLED	ANNUALIZED PROJECTED BILLINGS	Percent Collected vs Billed
	HOUSING	\$75,000.00	\$58,936.89	78.6%	\$70,724.27	(\$4,275.73)	\$1,003,616.00	\$1,204,339.20	6%
	OUIL IMPAIRED	\$25,000.00	\$12,156.50	48.6%	\$14,587.80	(\$10,412.20)	\$25,845.00	\$31,014.00	47%
	FALSE ALARMS	\$8,000.00	\$4,485.00	56.1%	\$5,382.00	(\$2,618.00)	\$4,785.00	\$5,742.00	94%
	ABAN. VEHICLES	\$8,200.00	\$10,659.00	130.0%	\$12,790.80	\$4,590.80	\$5,475.00	\$6,570.00	195%
	INMATE MEDICAL	\$10,000.00	\$2,729.12	27.3%	\$3,274.94	(\$6,725.06)	\$5,608.46	\$6,730.15	49%
TOTALS		\$126,200.00	\$88,966.51	70.5%	\$106,759.81	(\$19,440.19)	\$1,045,329.46	\$1,254,395.35	9%

JAIL COUNT SUMMARY

Jul-14

Day	Building Total	Eaton County Pop.	Female Inmates	MDOC	Housing Other	% of Capacity	% of Eaton County Pop
1	236	219	47	16	0	63%	59%
2	237	219	51	17	0	63%	59%
3	245	225	51	19	0	66%	60%
4	253	231	55	21	0	68%	62%
5	263	241	55	21	0	70%	65%
6	261	239	55	21	0	70%	64%
7	264	242	56	21	0	71%	65%
8	250	230	50	19	0	67%	62%
9	245	226	47	18	0	66%	61%
10	243	226	47	16	0	65%	61%
11	244	227	45	16	0	65%	61%
12	251	238	48	12	0	67%	64%
13	250	237	48	12	0	67%	63%
14	245	232	52	12	0	66%	62%
15	240	225	56	14	0	64%	60%
16	246	229	54	16	0	66%	61%
17	236	221	50	14	0	63%	59%
18	230	217	47	12	0	61%	58%
19	239	225	44	13	0	64%	60%
20	243	229	43	13	0	65%	61%
21	246	232	47	13	0	66%	62%
22	224	214	41	9	0	60%	57%
23	233	219	40	13	0	62%	59%
24	227	214	42	12	0	61%	57%
25	233	217	44	15	0	62%	58%
26	250	231	45	18	0	67%	62%
27	253	234	45	18	0	68%	63%
28	242	221	43	20	0	65%	59%
29	237	219	43	17	0	63%	59%
30	243	220	42	22	0	65%	59%
31	241	215	45	25	0	64%	58%

TOTAL			1478	505	0	65%	59%
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Bldg Total				7550			
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Avg/Day				244			
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Eaton Cty. Total				6809			
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Avg/Day				220			
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Housing Total				505			
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Avg/Day				16			
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Female Total				1478			
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Avg/Day				48			
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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					
September					
October					
November					
December					
Totals	101407	5	667	54	297

2013/2014 Analysis of Sheriff Department Overtime by Division

Through pay end date 7/31/2014 20.4

Projections based on YTD data

Department	Year-to-Date Overtime	Payrolls	Estimated Per Payroll	Total Payrolls	Projected	Budget	Variance
301	117,074.43	20.40	5,935.02	26.10	154,904.05	190,000.00	35,095.95
301 -Detective	10,604.76	20.40	519.84	26.10	13,567.85	30,000.00	16,432.15
302	112,292.98	20.40	5,872.20	26.10	153,264.55	157,976.00	4,711.45
303	115,857.23	20.40	5,679.28	26.10	148,229.10	125,000.00	(23,229.10)
303 -Detective	<u>13,441.01</u>	20.40	<u>756.91</u>	26.10	<u>19,755.41</u>	<u>30,000.00</u>	<u>10,244.59</u>
General Fund	<u><u>369,270.41</u></u>		<u><u>18,763.26</u></u>		<u><u>489,720.97</u></u>	<u><u>532,976.00</u></u>	<u><u>43,255.03</u></u>
Jail Millage II	44,083.50	20.40	1,474.68	26.10	38,489.18	40,000.00	1,510.82

2013/2014 Analysis of Sheriff Department Overtime by Division

Through pay end date		7/31/2014	20.4					
Department		Amended Budget	Y-T-D	% of Budget	% of Payroll Charged	Projected to end of year	Final Total	Variance
301.704	Regular	1,878,223.00	1,440,082.91	76.67%	78.16%	427,964.34	1,868,047.25	10,175.75
301.706	Overtime	190,000.00	117,074.43	61.62%			154,904.05	35,095.95
301.706.002	Detective OT	30,000.00	10,604.76	35.35%			13,567.85	16,432.15
302.704	Regular	1,848,142.00	1,468,897.75	79.48%	78.16%	378,442.02	1,847,339.77	802.23
302.706	Overtime	157,976.00	112,292.98	71.08%			153,264.55	4,711.45
303.704	Regular	1,893,948.00	1,425,843.68	75.28%	78.16%	417,588.68	1,843,432.36	50,515.64
303.706	Overtime	125,000.00	115,857.23	92.69%			148,229.10	(23,229.10)
303.706.002	Detective OT	30,000.00	13,441.01	44.80%			19,755.41	10,244.59
Total		6,153,289.00					6,048,540.34	104,748.66
Jail Millage Fund								
281.301	Regular	782,677.00	572,337.17	73.13%	78.16%	198,300.09	770,637.26	12,039.74
	Overtime	40,000.00	44,083.50	110.21%	78.16%		38,489.18	1,510.82

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COMMUNICATIONS SITE LICENSE AGREEMENT

This Communications Site License Agreement (“Agreement”) is entered into this _____ day of _____, 2014, between Eaton County Central Dispatch, of 911 Courthouse Drive, Charlotte, Michigan 48813 (“Licensee”), and the Village of Bellevue, a Michigan General Law Village, with an address of 201 North Main Street, Bellevue, Michigan 49021 (“Licensor”).

For good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

RECITALS

- A. Licensor owns certain real property within the Village of Bellevue, Eaton County (the “Land”) upon which is located a Water Tower owned by Licensor, the address of which is 220 Jefferson Street, Bellevue, Michigan.
- B. Licensee currently uses a portion of the Water Tower for public safety communications facilities (antennas on top of the Water Tower, and equipment cabinet inside the Water Tower), and desires to continue to use the Water Tower upon the terms and conditions set forth herein.

AGREEMENT

1. Premises.

Licensor hereby licenses to Licensee, and Licensee licenses from Licensor the space on and within the Water Tower and all access and utility easements, if any (collectively, the “Premises”). The License is non-exclusive, except for the specific location on the Water Tower and the space for Licensee’s equipment in the building, which shall be exclusive.

2. Facilities; Utilities; Access.

- (a) For the purpose of public safety communications, the Licensee shall be entitled to maintain and operate in and on the Water Tower those Licensee’s facilities, including transmission lines, equipment cabinet(s), and related communications and electronic equipment, as detailed on the attached Exhibit A (the “Licensee Facilities”), including comparable replacement equipment when necessary.
- (b) Licensee shall promptly repair all damage to the Land and the Water Tower caused by such installation and shall restore the Land and Water Tower to its condition prior to such installation, reasonable wear and tear excepted. The Licensee Facilities shall remain Licensee’s personal property. Licensee has the right to remove all Licensee Facilities at its sole expense on or before any expiration or termination of this Agreement, and Licensee shall promptly repair all damage to

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the Land and the Water Tower caused by such removal, ordinary wear and tear excepted. Such removal shall not constitute a termination of this Agreement.

- (c) Licensee shall pay for all utilities that Licensee uses in its operations in connection with the Premises and the Licensee Facilities at the rates charged by the servicing utility company. Licensee shall have the right to draw utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Licensee's exclusive use). Licensor agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the Premises, including the grant to Licensee or to the servicing utility company, at no cost to Licensee, of access in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Licensee, at its expense, has previously obtained a separate meter for electrical utilities used by Licensee in connection with the Water Tower.
- (d) Licensee and Licensee's employees, agents, subcontractors, lenders and invitees shall have access to the Water Tower without notice to Licensor twenty-four (24) hours a day, seven (7) days a week, at no charge. Licensor grants to Licensee, and its agents, employees, contractors, guests and invitees, a nonexclusive right to access for pedestrian and vehicular ingress and egress to the Water Tower.
- (e) Licensee may add additional facilities to the Water Tower if approved by the Licensor and provided the Licensee Facilities do not unreasonably interfere with the communication facilities or other equipment currently existing on the Water Tower.

3. Use.

During the term of this Agreement, Licensee may use the Water Tower and Licensee Facilities for any activity in connection with the provision of communications services to the extent permitted by Licensee's communications licenses issued by the Federal Communications Commission (the "FCC"). Licensor agrees to cooperate with Licensee, at Licensee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Water Tower, provided that such cooperation does not result in a conflict of interest for Licensor. Licensee shall not make any significant replacements, alterations, relocations, or additions to the Water Tower, including but not limited to installing any signs or advertising of Licensee on the Water Tower, without Licensor's prior written consent, which cannot be unreasonably withheld. Licensee agrees to comply with all FCC rules and regulations pertaining to its use of the Water Tower and Licensee Facilities and to cooperate in reasonable testing that Licensor may request to ensure such compliance.

4. Use of Emergency Power.

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The parties recognize that there is an existing emergency power generator at the Water Tower. Licensor hereby licenses to Licensee the use of the generator, with the Licensee bearing all expense of fuel, supplies, equipment and labor involved in making the generator connection.

5. Insurance.

At its own expense, Licensee shall procure and maintain on the Licensee's Facilities located on and in the Water Tower general liability, bodily injury and property damage insurance with a combined single limit of at least \$1,000,000 per occurrence and a general aggregate limit of at least \$2,000,000. Such insurance shall insure, on an occurrence basis, against liability of Licensee, or its employees and agents arising out of or in connection with the Water Tower and shall name Licensor as an additional insured. Licensee shall provide to Licensor a certificate of insurance evidencing the coverage required by this Paragraph within thirty (30) days of the date this Agreement is signed and thereafter as requested by Licensor.

6. Maintenance.

At its own cost, Licensee shall provide maintenance and repairs of the Licensee Facilities on and in the Water Tower.

7. Term.

This AgreementLicense shall be for a term of ten (10) years, beginning on _____, 2014, and ending on _____, 2024 (the "Term"), unless terminated earlier as provided herein. This term shall automatically extend for successive ten (10) year terms, unless Licensor provides Licensee written notice of its intent not to renew the AgreementLicense at least 180 days prior to the expiration of a term.

8. Fees.

Licensor acknowledges that Licensee's public safety communications activities as pledged in this License Agreement are sufficient consideration and that no additional licensee fee shall be required during the term of the Agreement.

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9. Indemnification and covenant not to sue.

To the extent permitted by law, Licensee shall indemnify and hold Licensor and its employees and agents harmless from all claims, damages, and expenses (including reasonable attorney fees and expenses of defending against such matters) arising from (A) the actions or omissions of Licensee or its agents, employees, contractors, or invitees relating to the use of the Water Tower and/or the Licensee Facilities by Licensee, or its agents, employees, contractors or invitees, (B) activities performed by the Licensee or its agents, employees, contractors, or invitees related to this Agreement, or ~~from~~ (C) any breach of this Agreement by Licensee. To the extent permitted by law, Licensor shall

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indemnify and hold Licensee and its employees and agents harmless from all claims, damages, and expenses (including reasonable attorney fees and expenses of defending against such matters) arising from Licensor's use of the Water Tower, or use by Licensor's agents, employees, contractors or invitees, or from any breach of this Agreement by Licensor. Notwithstanding anything to the contrary contained in this Paragraph, neither party shall have any obligation to indemnify the other for the other's business loss, business interruption, or other consequential damages, regardless of the cause of such damages, and neither party shall have any obligation to indemnify the other to the extent of any insurance proceeds paid to the party entitled to indemnification. Further, nothing contained in this Paragraph 9 is intended to waive any claim that either party may have for governmental immunity. These obligations shall survive any termination or expiration of this Agreement.

10. Taxes.

Licensee acknowledges that the Land is currently exempt from both real and personal property taxes and that the addition of the Licensee Facilities may result in the assessment of either or both ad valorem real property taxes and personal property taxes. During the term of this Agreement, Licensee on a current basis shall promptly reimburse Licensor for the full amount of any such taxes paid by Licensor that are directly attributable to the Licensee Facilities. Without limiting the preceding obligations of Licensee, Licensor shall request all taxing authorities to assess separately the Licensee Facilities and to send subsequent tax bills directly to Licensee, and Licensee shall pay such taxes when due before the imposition of any penalties for late payment. Licensee, at its expense, may in good faith contest any such tax assessment. If Licensee fails to pay any amount required by this Paragraph when due, Licensor, in addition to all other remedies available to Licensor, may pay such amount when due and Licensee shall reimburse Licensor for the same upon demand.

11. Termination.

This Agreement may be terminated without further liability as follows: (i) by either party upon a default of any covenant or term hereof by the other party, provided, however, that the defaulting party shall have ninety (90) days from the receipt of written notice of any non-monetary default to cure such default and further provided that the cure period for any monetary default is twenty (20) days from receipt of written notice of default; or (ii) by Licensee upon thirty (30) days notice if it does not obtain or maintain any license, permit or other approval necessary for the operation of the Licensee Facilities; or (iii) by Licensee upon thirty (30) days notice if Licensee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by either Licensor or Licensee upon thirty (30) days notice if either party determines that the Premises are not appropriate for the operations for technological reasons which cannot reasonably be corrected, including, without limitation, signal interference. In the event of termination, Licensee shall have the responsibility of removing all Licensee Facilities within sixty (60) days of the termination.

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12. Destruction or Condemnation.

If the Water Tower is damaged, destroyed, or condemned, Licensor may decide not to repair or rebuild, in which case this Agreement, and the License granted hereby, shall automatically terminate ~~with respect to the Water Tower~~.

13. Waiver of Subrogation.

Licensor and Licensee release each other and their respective principals, employees, representatives and agents from any claims for damage to any person or to the Water Tower or to the Licensee Facilities caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage to the extent such claims are covered by proceeds from any such insurance policies and such proceeds are used to pay such claims. Licensor and Licensee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Licensor nor Licensee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 5 to the extent such damage is covered by proceeds from any such insurance policy and such proceeds are used to remedy such damage.

14. Assignment and Subletting.

Licensee may not assign or sublicense any of its interest in this Agreement or in the Water Tower without Licensor's prior written consent. No such assignment will release Licensee from any of its obligations under this Agreement unless Licensor agrees to such release in writing. As a condition to any such assignment, Licensee's assignee shall agree in writing to assume all of Licensee's obligations under this Agreement and to be bound by all terms of this Agreement; provided, however, that Licensee's failure to obtain such written assumption shall not be deemed a default of this Agreement as long as neither Licensee nor any of its assignees permitted by this Paragraph are otherwise in default of any provision of this Agreement.

15. Warranty of Title and Quiet Enjoyment (Land & Tower).

Licensor warrants that: (i) Licensor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Licensor has full right to make and perform this Agreement; and (iii) Licensor covenants and agrees with Licensee that as long as Licensee is observing and performing all the terms, covenants and conditions on Licensee's part to be observed and performed, Licensee may peacefully and quietly enjoy the Premises. To the extent permitted by law, Licensor agrees to indemnify and hold harmless Licensee from any and all claims on Licensee's license interests arising from the breach or misrepresentation of any of Licensor's warranties contained in this Paragraph.

16. Hazardous Substances.

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Licensee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Licensor represents, warrants and agrees (i) that, to the best of Licensor's knowledge, neither Licensor nor any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Land in violation of any law or regulation, leading to a release that currently requires remediation, and (ii) that Licensor will not, and will not knowingly permit any third party, to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. **To the extent permitted by law,** Licensor and Licensee each agree to defend, indemnify, and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach by it of any representation, warranty or agreement contained in this Paragraph. As used in this Paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This Paragraph shall survive the termination of this Agreement.

17. Construction Liens.

Licensee, within thirty (30) days from receiving notice of filing, shall discharge all construction or mechanics' liens filed against the Land because of any work done or claimed to have been done on behalf of Licensee or for any materials furnished to or claimed to have been furnished to Licensee. The bonding off of such a lien by a reputable casualty or insurance company reasonably satisfactory to Licensor shall be deemed to be the equivalent of the discharge of any such lien. **To the extent permitted by law,** Licensee shall indemnify and hold Licensor harmless from any costs incurred by Licensor, including courts costs and reasonable attorney fees, in connection with any lien described in this Paragraph.

18. Miscellaneous.

- (a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.
- (b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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- (c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- (d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Licensor Village of Bellevue
201 North Main Street
Bellevue, MI 49021
Attn: Village Manger

Licensee Eaton County Central Dispatch
911 Courthouse Drive
Charlotte, MI 48813
Attn: Central Dispatch Director

Licensor or Licensee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

- (e) This Agreement shall be governed by the laws of the State of Michigan.
- (f) Licensor acknowledges that Licensee may record a Memorandum of Agreement in the official records of the County where the Land is located.
- (g) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- (h) All Exhibits attached hereto form material parts of this Agreement.
- (i) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.
- (j) The waiver by either party of any provision or the breach of any provision of this Agreement shall not operate or be construed as a subsequent waiver. No waiver shall be valid unless in writing and signed by the party giving the waiver.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LICENSOR
Village of Bellevue

LICENSEE
Eaton County Central Dispatch

By _____

By _____

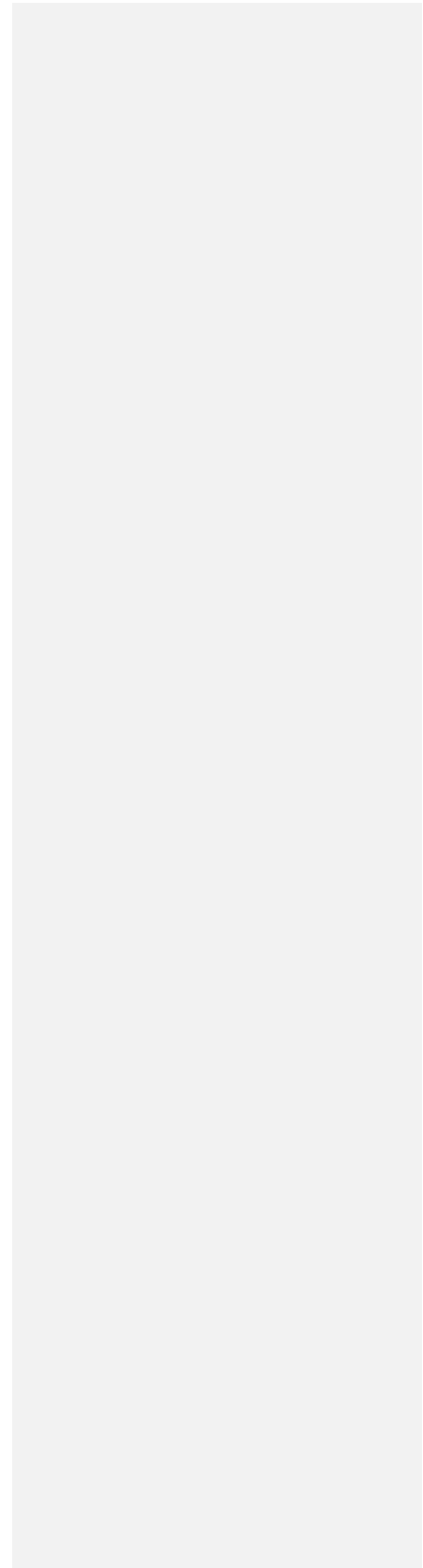
Date: _____

Date: _____

Title: _____

Title: _____

DRAFT



DRAFT
EXHIBIT A

The Licensee Facilities

- UHF antenna and its coaxial transmission line.
- Microwave dish and its transmission lines.
- Equipment cabinet containing public safety radio communication receivers, microwave transceivers, power supplies, and other related communications equipment.

LEASE AGREEMENT
BETWEEN
VILLAGE OF MULLIKEN
AND
EATON COUNTY CENTRAL DISPATCH

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), effective as of the _____ day of _____, 2014, by and between the Village of Mulliken, a Michigan General Law Village, whose address is 260 Main Street, PO Box 3, Mulliken, Michigan 48861 (the "Lessor"), and Eaton County Central Dispatch, having offices at 911 Courthouse Drive, Charlotte, Michigan 48813 and Eaton County Administrative Offices, 1045 Independence Blvd., Charlotte, Michigan 48813 (hereinafter called "Lessee").

RECITALS

- A. Lessor is the owner in fee simple of a parcel of land located in the Village of Mulliken, County of Eaton, State of Michigan, Exhibit A attached hereto ("Owned Premises").
- B. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a certain portion of the Owned Premises as described on Exhibit B attached hereto ("Leased Premises" or the "Premises").

NOW THEREFORE, for and in consideration of the mutual promises, covenants and understandings set forth below, Lessor and Lessee hereby agree and contract as follows:

1. Description of the Leasehold.

Lessor hereby leases to Lessee and Lessee leases from Lessor the following:

- (a) That part of the Owned Premises as is described on Exhibit B attached hereto and known as the Leased Premises. The Owned Premises less the Leased Premises shall hereinafter be referred to as "Lessor's Premises". Lessee hereby agrees that Lessee's Equipment, hereinafter defined, to be a communications tower constructed and located within the Leased Premises.
- (b) A non-exclusive right of (i) access for vehicular and pedestrian ingress and egress to the Leased Premises, over such portions of Lessor's Premises as mutually agreed to by the parties and depicted on Exhibit C attached hereto, which such permission shall remain irrevocable during all periods that Lessee is not in default under this Agreement during its effectiveness; (ii) parking of not more than three (3) vehicles on that portion of the Owned Premises as designated by Lessor from time to time; and (iii) non-exclusive easement(s) for utility access as is required by any telephone or electric utility company that is mutually agreed to by the parties. Such easement(s) are to be maintained by Lessee at its cost unless same are used by Lessor or others with Lessor's permission in which case Lessor shall equitably allocate the costs of maintaining such easements among the parties using the easements. However, at all times the utility extensions installed by Lessee thereon shall be maintained by Lessee.

- (c) "Lessee's Equipment" is defined as follows: a communications tower, any number of associated antennas, cables, coax, and accessories needed for Lessee's Communication Tower, described on Exhibit D.

2. Permitted Uses.

- (a) The Leased Premises may be used by Lessee for the following: (i) transmission and reception of public safety communications signals pursuant to its FCC license; (ii) to construct, install, operate, maintain, repair, replace, protect and secure its communication antennas, related fixtures, and Lessee's equipment (collectively, the "Communication Tower"), including and along with electric equipment, radio equipment shelter, emergency power generator and propane tank, cabinets, fencing and any other accessories necessary to the successful and secure operation of the Communication Tower as depicted in Exhibit D; and (iii) any activities reasonably related to the foregoing. Such Communication Tower shall be substantially similar to that depicted in the attached Exhibit D. Lessee's use shall be conducted in a lawful manner in accordance with the standards imposed by the Federal Communications Commission ("FCC") and any other body with authority over such transmissions and operations.
- (b) Lessee shall promptly comply with all applicable laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board, commission, or other similar body now or hereafter constituted and with any occupancy certificate or directive issued pursuant to any applicable law by any public office or officers having jurisdiction, as well as the provisions of all recorded documents identified on the Title Commitment obtained by Lessee upon execution of this Agreement, which affect the Leased Premises.
- (c) Lessee's construction, installation, operation, and maintenance of its Communication Tower and any related antennas and related items shall not damage or interfere in any way with Lessor's current operations of any radio system, or the microwave radio communication system or the currently existing communications or other equipment of any other entity, including Lessor and any other lessee of the Lessor. Any new or additional communications equipment of any sort, added by Lessor anywhere on the Owned Premises, shall be operated pursuant to the regulations of the FCC.
- (d) The Communications Tower is for the purpose of supporting public safety communications. As such, Lessee retains control over any co-location of any other entity's radio communications systems installed on the Communications Tower. Grants of co-location will not be made to any for-profit entity without written agreement of both Lessee and Lessor. Any interference to public safety communications equipment by a co-located entity's communications equipment will be the responsibility of the co-located entity to resolve and may result in the Lessee revoking co-location privileges.

- (e) Except for signs used for safety and regulatory purposes, Lessee shall not install any signs on the Leased Premises.
- (f) Lessor may install on the Communications Tower an antenna or other equipment as necessary without charges or cost, subject to the provisions noted above in paragraph 2(d).

3. Term.

- (a) The initial term of this Agreement shall commence on the date first written above and shall be for a consecutive period of ten (10) years, with automatic additional renewal periods for ten (10) years each. Lessee may elect not to renew this Agreement at the expiration of the first renewal term or any subsequent renewal term by giving Lessor not less than ninety (90) days written notice thereof prior to such expiration date. Lessor may elect to terminate this Agreement by giving Lessee not less than one hundred-eighty (180) days written notice thereof prior to such expiration date.

4. Rent.

Lessor acknowledges that Lessee's public safety communications activities as pledged in this Lease Agreement are sufficient consideration and that no additional licensee fee shall be required during the term of the Agreement.

5. Improvements by Lessee.

- (a) Lessee shall install all the improvements set forth on the documents attached hereto as Exhibits C and D. Any variations from the improvements depicted on Exhibits C and D must have the prior written approval of Lessor.
- (b) All construction shall be in conformity with applicable local, state and federal government requirements, including, Federal Aviation Administration, and FCC specifications. At all times while this Agreement is in effect, Lessee shall be responsible for any and all damage to Lessor's Premises caused by Lessee's actions and use of the premises. Any damage done to the Owned Premises by Lessee, or its agents or contractors, during construction of the subject improvements and/or at anytime during the Agreement term shall be repaired or replaced as soon as reasonably possible at Lessee's expense and to Lessor's reasonable satisfaction.

6. Maintenance of Premises and Surrounding Areas.

Lessee at its own expense shall maintain the Leased Premises and all improvements made by Lessee thereon in accordance with sound engineering standards to assure that at all times the same are in conformance with the requirements of the Federal Communications Commission and all local, state and federal governmental bodies

having jurisdiction. Lessee at its own expense shall keep the Leased Premises in good condition and repair and at the termination of this Agreement, shall surrender possession of the Leased Premises to Lessor in as good condition as the same was received at the commencement of the Agreement, reasonable wear and tear excepted.

7. Permits - FCC Approval.

Relative to the Communications Tower construction, Lessee shall obtain solely at its own expense any and all licenses or permits in connection with the installation, repair, alteration or replacement of the improvements or with Lessee's activities on the Leased Premises, and shall abide by the terms and provisions of such licenses and permits. In the event of failure or refusal of the FCC to approve the application of Lessee's intended use, this Agreement shall thereupon automatically terminate, and be of no further force or effect.

8. Access to Leased Premises.

During the term of this Agreement, Lessee, Lessee's employees, agents and subcontractors shall have access to the Leased Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge.

9. Taxes.

If personal and/or real property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Leased Premises. Lessee shall pay all real property taxes directly attributable to the construction and use of the Leased Premises, based upon the tax statement issued by the applicable taxing authority.

10. Electrical Power and Utilities.

Electrical power and utilities for use by Lessee on the Leased Premises shall be separately metered at Lessee's expense. Lessee shall be responsible for the timely payment of all charges for the electrical power metered to Lessee, and Lessee shall indemnify and hold Lessor harmless from any such charges.

11. Indemnification and Insurance.

(a) Indemnification.

Lessee shall be responsible for and shall indemnify, defend and hold Lessor harmless from and against any issue, claims, suits, damages, losses, or liabilities irrespective of the apparent or actual validity of same, including related reasonable expenses and attorneys' fees, for or on account of injuries to or death of any person, including but not limited to employees of Lessee or Lessor, and/or loss of or damage to any property including but not limited to the property of Lessee or Lessor which is caused by or associated with Lessee's use of the Leased Premises including, but not limited to, hazardous substances (which shall not be

generated, stored or disposed of on the Premises) and the Lessee's installation, construction, maintenance, and removal of Lessee's improvements to the Leased Premises, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors.

(b) Insurance.

Lessee, at Lessee's sole cost and expense, shall procure and maintain Commercial General liability insurance with a combined single limit of at least \$5,000,000 per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Leased Premises subject to the policy's terms, conditions and exclusions, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy with respect to liability resulting from and caused by the Lessee's use of the Leased Premises. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph upon Agreement execution.

The parties shall review the limits of insurance coverage provided under this provision on or about the tenth anniversary of execution of this Agreement, and every ten years thereafter, to determine whether the coverage limits remain satisfactory. In the event either or both parties determine the coverage limits to be inadequate, the coverage limits shall be adjusted as agreed by the parties. If no agreement can be reached, said limits shall be equitably adjusted to provide a level of coverage of a value comparable to that existing as of the date of execution of this Agreement. The costs of such increases shall be borne by Lessee.

(c) Insurance During Construction.

During the construction of Lessee's Communication Tower, Lessee shall obtain or cause any general contractor retained by it to obtain and maintain the following insurance in full force and effect during the construction of the improvements:

- (i) Commercial general liability insurance on an "occurrence basis" with limits of liability not less than \$5,000,000 per occurrence and/or aggregate combined single limits, personal injury and property damage. Coverage shall include the following extensions: (1) contractual liability; (2) products and completed operation; (3) independent contractor coverage; (4) broad form general liability extensions or equivalents; and (5) deletion of all explosion, collapse and underground exclusions;
- (ii) Comprehensive automobile liability insurance, including Michigan no-fault coverage, covering the use and maintenance of owned, non-owned, hired and rented vehicles with limits of liability of not less than \$2,000,000 per occurrence combined single limit for bodily injury and property damage;

- (iii) Workmen's Compensation Insurance, including employer's liability coverage, in accordance with all applicable statutes of the State of Michigan;
- (iv) The Commercial General Liability Policy and the Comprehensive Automobile Liability policy will name the Lessor and all elected officials, all employees, all boards, commissions and/or authorities and board members as additional insured prior to commencement of the improvements. This coverage shall be primary to the additional insured and not contributing with other insurance or similar protection available to the additional insureds even though other available insurance by primary, contributing or excess;
- (v) Builders' Risk Insurance, insuring against the risks of fire, vandalism and malicious mischief and with extended coverage, upon all work, materials and equipment incorporated, or to be incorporated in the Improvements and upon all materials and equipment on or about the site intended for permanent use or incorporation in the Improvements or incident to the construction thereof the capital value of which is included in the cost of the work, but not including any contractors' machinery, tools, equipment, appliances or other personal property owned, rented or used by Lessee or its general contractor or anyone employed by Lessee or the general contractor in the performance of the work. To the extent of the proceeds of the builders' risk insurance, Lessee, its general contractor, if any, and the Lessor shall waive and are hereby deemed to have waived all rights against each other for damages caused by perils covered by such insurance, except as to the rights of the insurance proceeds.

12. Removal Upon Termination.

- (a) Within ninety (90) days of expiration or termination of this Agreement, Lessee will be required to remove or cause to be removed from the Leased Premises all of Lessee's Equipment. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Leased Premises. If, however, Lessee requests in writing for permission not to remove all or a portion of the improvements, and Lessor consents in writing to such non-removal, Lessee shall execute all reasonable documentation to transfer title to the improvements to the Lessor and title to the affected improvements shall thereupon transfer to Lessor, and the same thereafter shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove same.
- (b) Upon removal of the Lessee's Equipment (or portions thereof) as provided above, Lessee shall restore the affected area of the Premises to the condition existing prior to installation of Lessee Tower.

- (c) All costs and expenses for the removal and restoration to be performed by Lessee pursuant to subparagraphs (a) and (b) above shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof, including but not limited to instances when Lessee fails to undertake such removal and restoration and Lessor undertakes such removal and restoration.

13. Assignment.

Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Site without prior written consent of Lessor, which shall not be unreasonably withheld or delayed.

14. Notices.

Any notice required or permitted to be given hereunder shall be given in writing either by certified or registered mail, return receipt requested, or by nationwide overnight delivery service with charges pre-paid, at the respective addresses of the parties shown below or at such other address as may be designated hereafter in writing by either party:

Notice by Lessee to Lessor:

To: Village of Mulliken
Attn: Village President
PO Box 3
Mulliken, Michigan 48861

Notice by Lessor to Lessee:

To: Eaton County Central Dispatch
911 Courthouse Drive
Charlotte, Michigan 48813

Eaton County Administrative Offices
1045 Independence Blvd.
Charlotte, Michigan 48813

15. Estoppel.

At any time and from time to time but not less than ten (10) business days following the written request by Lessor, Lessee shall promptly execute, acknowledge and deliver to Lessor, a certificate indicating (a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which Rent and other sums payable hereunder have been paid, (c) that no notice has been received by Lessee of any default which has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested by Lessor. Any such certificate may be relied upon by any prospective

purchaser, mortgagee and beneficiary under any deed of trust of the Leased Premises or any part thereof.

16. Subordination.

Lessor reserves the right to subject and subordinate this Agreement at all times to the lien of any mortgage or mortgages now or hereafter placed upon Lessor's interest in the Leased Premises, provided Lessee receives a non-disturbance agreement in a commercially reasonable form from such mortgagee; and Lessee hereby appoints Lessor the attorney-in-fact of Lessee, irrevocably, to execute and deliver any such instrument or instruments within ten (10) days of demand for same by Lessor, unless Lessee reasonably and with good cause, specified in writing to Lessor, objects to such subordination within said ten (10) day period.

17. Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Michigan.

18. Conformance to Law - Non-Waiver.

This Agreement is made subject to all applicable federal, state and municipal laws and regulations now or, to the extent enforceable, hereafter in force, and shall not be modified, or extended except by an instrument duly signed by Lessor and Lessee. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

19. Invalidity- Severable.

If any provision of this Agreement shall to any extent be finally found by the FCC or a court of competent jurisdiction to be invalid or unenforceable, the validity and the enforceability of the remainder of this Agreement and each of the other provisions hereof shall not be affected or impaired thereby.

20. Quiet Enjoyment.

So long as Lessee shall timely pay the Rent and perform and comply with its covenants and conditions herein set forth, Lessee shall have peaceful possession and quiet enjoyment of the Leased Premises for the term of the Agreement without hindrance on the part of Lessor, not inconsistent with the provisions contained herein above, and Lessor shall warrant and defend Lessee in such peaceful and quiet use and possession against the claims of all persons claiming by, through or under Lessor, at the sole expense of Lessor, unless the same be defended by the title insurance company having given a Lessee policy at the time of execution thereof.

21. Complete Agreement/Modification.

This Agreement represents the entire agreement between Lessor and Lessee regarding all issues incident to Lessee's tenancy. There are no oral agreements between Lessor and Lessee affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Lessor and Lessee other than those contained in this Agreement, nor are there any issues related in any manner to Lessee's tenancy not discussed in a provision therefore contained in this Agreement. No alteration, amendment, change, and/or modification of this Agreement shall be binding upon Lessor or Lessee unless reduced to writing and executed by both Lessor and Lessee.

22. Village of Mulliken Property "As Is".

Lessee agrees to accept parcel from Lessor for such purpose of this Agreement. Lessee hereby agrees to accept stated parcel in Exhibit B without warranty in "as is" condition.

23. Headings.

The headings used herein have been used for the convenience of the parties and are not to be used in construing this agreement.

24. Beneficiaries.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to any provisions of this Agreement to the contrary.

25. State or Federal Environmental Enforcement Action.

Lessee may terminate the Agreement if any local, state or federal agency threatens or commences environmental remediation or an enforcement action with respect to the Leased Premises or Owned Premises if such action is expected to substantially interfere with the Lessee's use of the Leased Premises as provided herein. Lessor must provide immediate written notice of any such action to Lessee. Likewise, Lessor shall be permitted to terminate this Agreement if any local, state or federal agency threatens or commences environmental remediation or an enforcement action arising out of Lessee's use of the Leased Premises.

26. Termination of Agreement for Lessee's Default.

Upon thirty (30) days written notice to Lessee, the Lessor may terminate this Agreement, enter upon and take possession of the Leased Premises, the improvements (except for Lessee's Equipment) and additional improvements, if any, upon the occurrence of an event of default by Lessee, including but not limited to:

- (a) Lessee's failure to promptly pay or cause prompt payments for labor, materials, or equipment being installed on the Leased Premises;
- (b) Non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Lessor; or
- (c) Lessee's failure to perform any other term or condition under this Agreement.

27. Termination of Agreement for Lessor's Default.

Lessor's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure will be deemed a default by Lessor and a breach of this Agreement. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if delay is due to causes beyond the reasonable control of Lessor.

28. Approvals.

- (a) Lessor agrees that Lessee's ability to use the Leased Premises is contingent upon its suitability for Lessee's intended use from both an economic and technical engineering basis and Lessee's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Lessee for its use of the Leased Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Lessor shall reasonably cooperate with Lessee in preparing, executing and filing of all necessary or appropriate applications to obtain Government Approval.
- (b) Lessee has the right to obtain a title report from a title insurance company of its choice and to have the Property surveyed by a surveyor of choice at Lessee's sole cost and expense.
- (c) Lessee may also obtain, at Lessee's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports ("Tests") on, over, and under the Leased Premises, necessary to determine if the Lessee's use of the Leased Premises will be compatible with Lessee's engineering specifications, system, design, operations or Governmental Approvals.

29. Casualty.

If any part of the Leased Premises is damaged by fire or other casualty so as to render the Leased Premises unsuitable, in Lessee's sole determination, then Lessee may terminate this Agreement by providing written notice to the Lessor, which termination will be effective as of the date of such damage or destruction.

30. Waiver of Lessor's Liens.

Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning Lessee's Equipment or any portion thereof. Lessee's Equipment shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Lessor hereby consents to Lessee's right to remove all or any portion of Lessee's equipment from time to time in Lessor's sole discretion and without Lessor's consent.

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: VILLAGE OF MULLIKEN

Dated: _____

By: _____

Rob Piercefield
Its: Village President

STATE OF MICHIGAN)
) ss.
COUNTY OF EATON)

On this _____ day of _____, 2014, Rob Piercefield , Village President, Village of Mulliken, before me personally appeared 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 _____

LESSEE: EATON COUNTY
BOARD OF COMMISSIONERS

Dated: _____

By: _____

Blake Mulder
Its: Board Chair

STATE OF MICHIGAN)
) ss.
COUNTY OF EATON)

On this _____ day of _____, 2014, Blake Mulder, Board Chair, Eaton County Board of Commissioners, before me personally appeared 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 _____

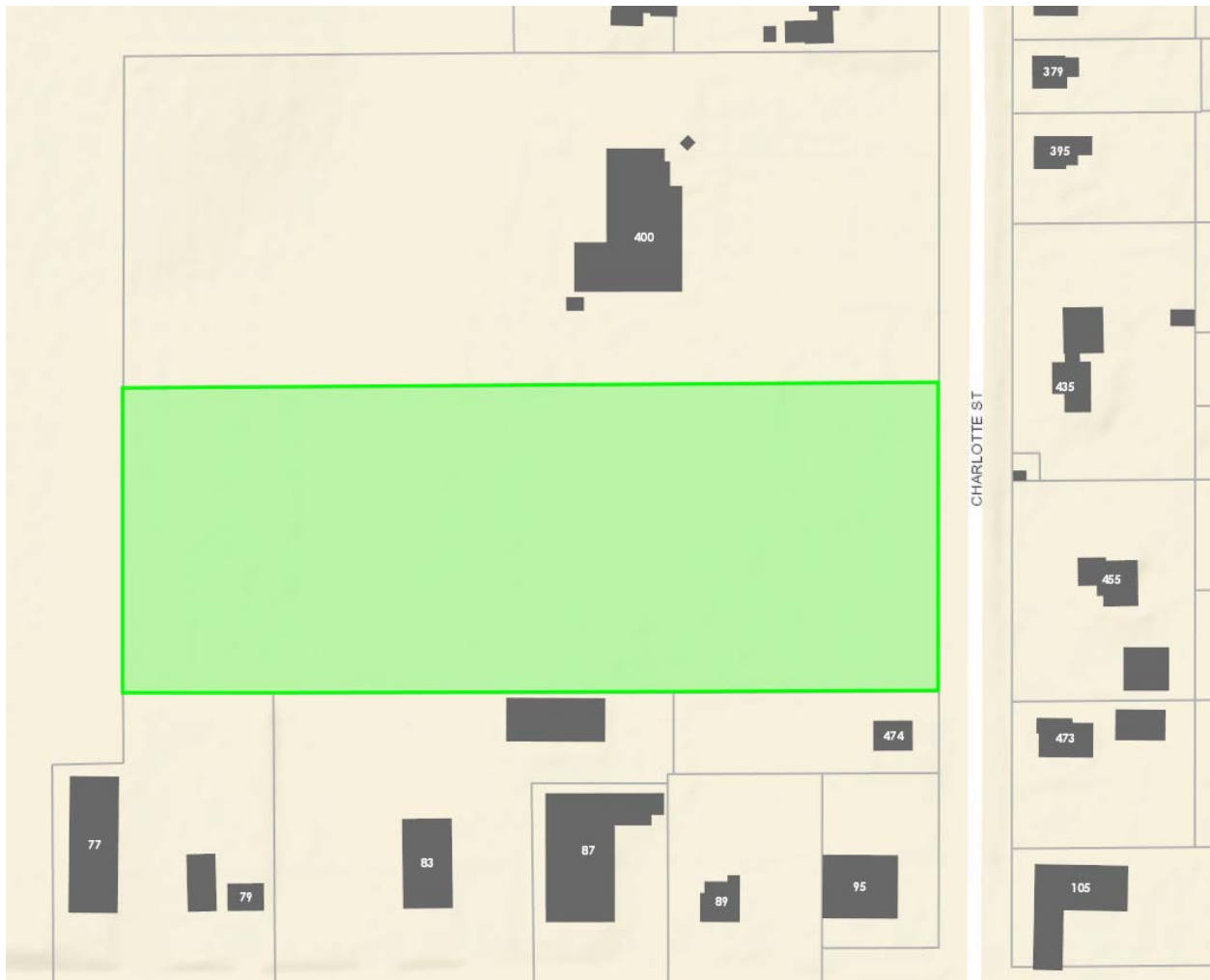
DRAFT

EXHIBIT A

(LEGAL DESCRIPTION OF OWNED PREMISES)

Parcel Number: 021-060-615-040-01

Legal Description: COM 280.5 FT N & 264 FT W OF SE COR SEC 4, W 501.4 FT, N 280.74 FT, E TO W LINE PEABODY'S SECOND ADD, S TO BEG. LOTS 4,5,6, & S 32.8 FT OF LOT 7. BLK 15 PEABODY'S SECOND ADD, SEC 4, T4N,R5W, VILLAGE OF MULLIKEN 10-10-97

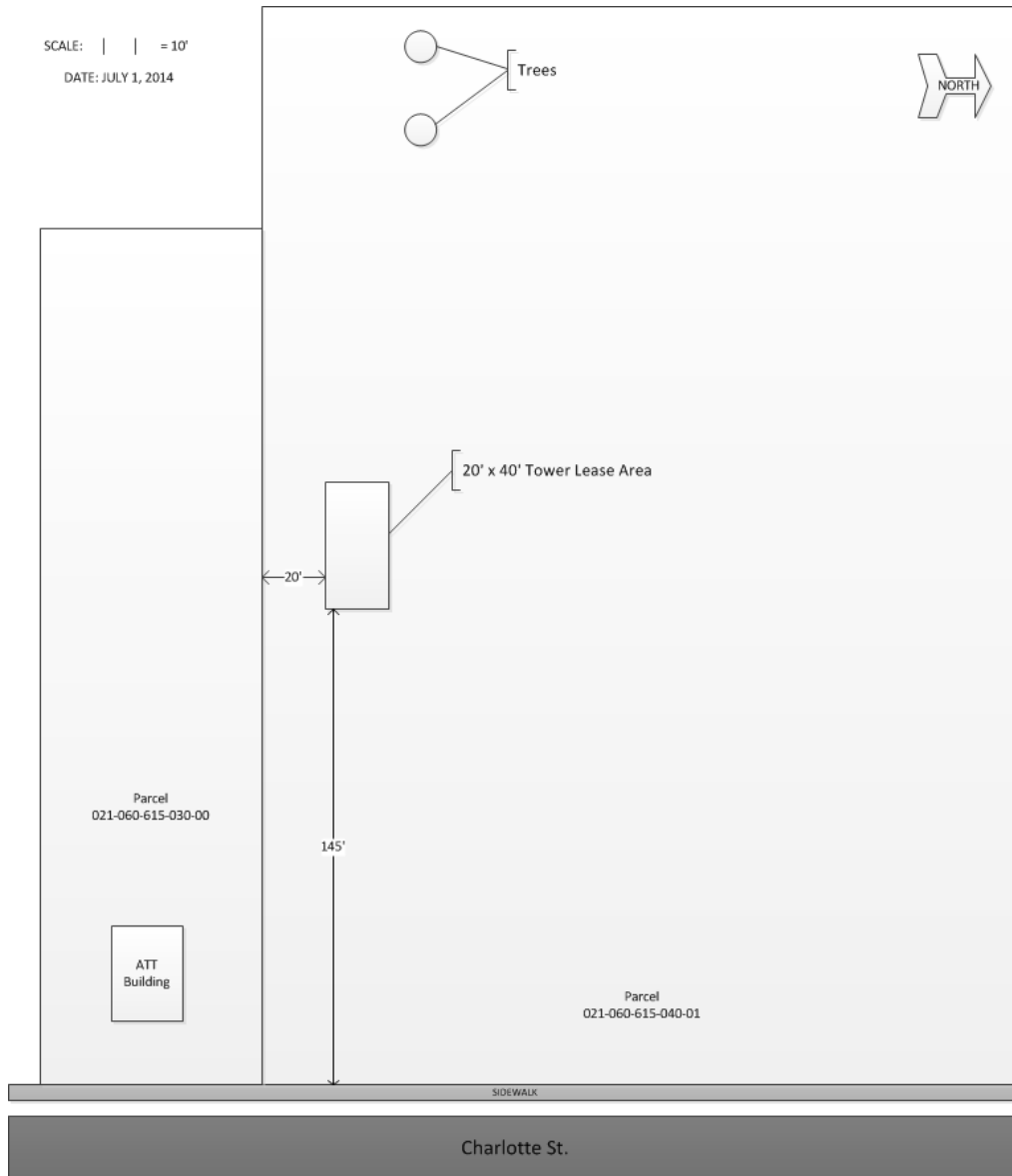


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EXHIBIT B

(LEGAL DESCRIPTION OF LEASED PREMISES)

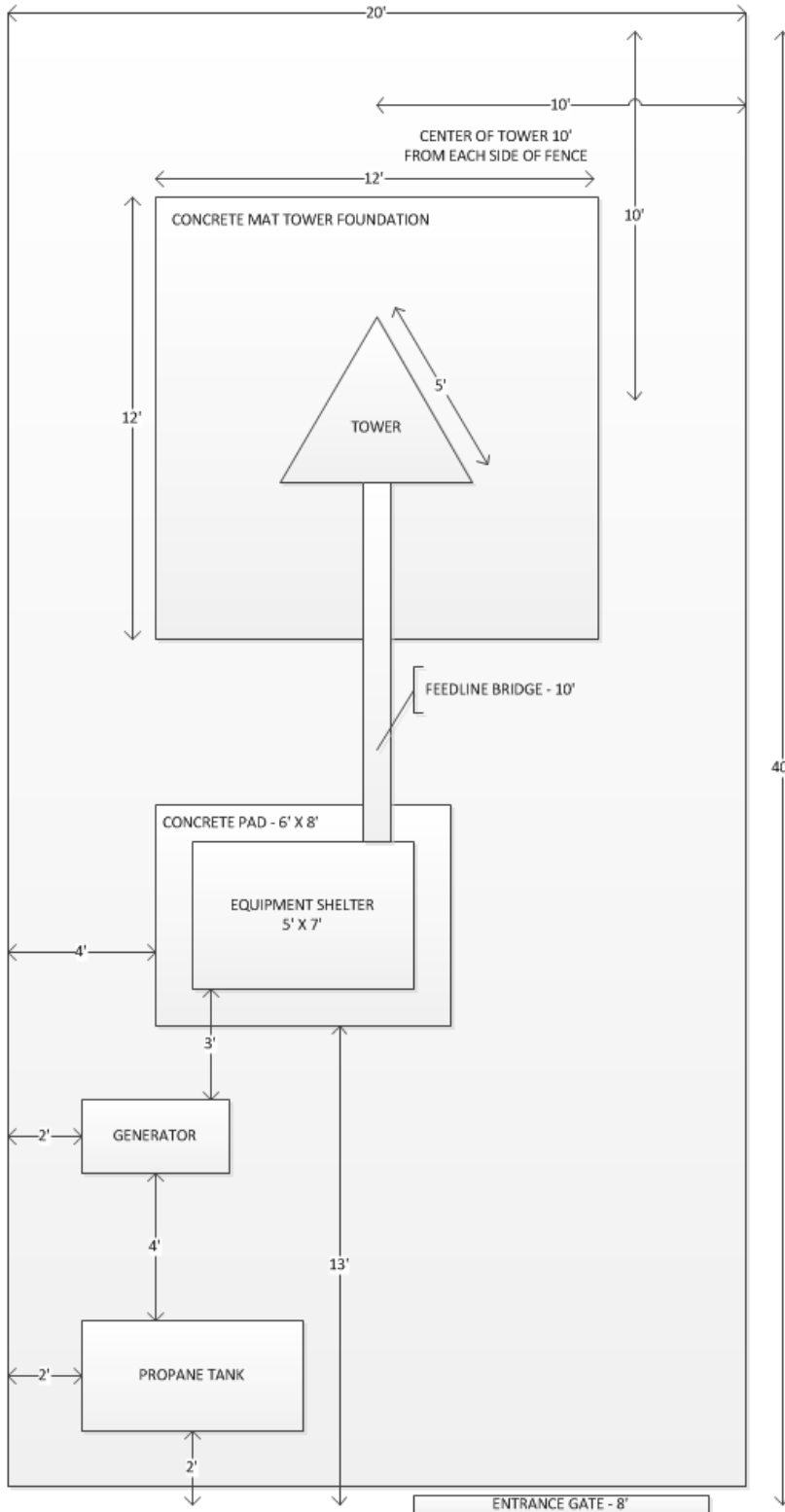
[need legal description]



MULLIKEN PUBLIC SAFETY COMMUNICATIONS TOWER – OVERALL SITE PLAN

DRAFT

EXHIBIT C
(SITE PLAN)



SCALE: | | = 1'

DATE: JULY 1, 2014

MULLIKEN PUBLIC SAFETY COMMUNICATIONS TOWER – LEASED AREA SITE PLAN



DRAFT

EXHIBIT D

(LESSEE'S EQUIPMENT AND COMMUNICATION TOWER)

- 20' by 40' fenced in area
- 160' self-supporting tower (engineering drawings attached)
- 5' by 7' radio equipment shelter
- emergency power generator
- propane tank (to fuel generator)

EATON COUNTY BOARD OF COMMISSIONERS

August 20, 2014

**RESOLUTION TO AUTHORIZE APPLICATION FOR SWIFT AND SURE
SANCTIONS PROBATION PROGRAM GRANT RENEWAL**

Introduced by the Public Safety Committee

WHEREAS, the State Court Administrative Office has Swift and Sure Sanctions Probation Program Grant funds available; and

WHEREAS, Eaton County currently operates a Swift and Sure Sanctions Probation Program; and

WHEREAS, the Community Corrections Department is desirous of continuing the program focusing on high-risk felony probationers with a demonstrated history of probation failures due to behavioral noncompliance or three or more probation violations. This grant would provide funding to operate the Swift and Sure Sanctions Probation Program (SSSPP); and

WHEREAS, the SSSPP primary goal is to increase compliance with probation terms by imposing certain, swift, and consistent sanctions for probation violations; and

WHEREAS, the grant funding request of \$185,300, providing for one full time caseworker, one part time caseworker, and sheriff deputy overtime, with no County match for the award period of October 1, 2014 through September 30, 2015.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the Community Corrections Department to submit the SSSPP grant application; and

BE IT FURTHER RESOLVED, that if the County's participation in the grant is discontinued or requires a County General Fund contribution, the continuation of the grant funded positions will be reviewed by the appropriate committees to determine the necessity of General Fund commitment; and

BE IT FURTHER RESOLVED, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the State of Michigan; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners be authorized to sign any necessary documents.

EATON COUNTY BOARD OF COMMISSIONERS

August 20, 2014

**RESOLUTION TO AUTHORIZE ACCEPTANCE OF ANIMAL CONTROL
STERILIZATION GRANT**

Introduced by the Public Safety Committee

WHEREAS, Two Seven Oh Inc., a private non-profit foundation has grant funds available; and

WHEREAS, Eaton County Animal Control has applied for a grant through this foundation to provide sterilization to animals prior to their adoption from the shelter; and

WHEREAS, the grant will provide up to \$25,000 for this purpose for the period of August 1, 2014 through May 1, 2015; and

WHEREAS, the Public Safety Committee has reviewed and is recommending acceptance of this grant funding.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the acceptance of the grant as stated above; and

BE IT FURTHER RESOLVED, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the State of Michigan; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners be authorized to sign any necessary documents.

Two Seven Oh Inc.

Reimbursement Grant Agreement

AGREEMENT DATE: July 28, 2014

GRANTEE: Eaton County Animal Control

GRANT AMOUNT: \$25,000.00

GRANT PERIOD: August 1, 2014 - May 1, 2015

FINAL REPORT DUE: May 15, 2015

GRANT DESCRIPTION: To sterilize animals in your care prior to adoption. Sterilization services will be provided by Capital Area Humane Society, up to \$90.00 for all canine sterilizations and up to \$40.00 for all feline sterilizations.

Two Seven Oh Inc. (The Foundation) and Eaton County Animal Control (The Grantee) are entering into this agreement to establish the terms of The Foundation grant to The Grantee.

1. The Grantee agrees to submit a Final Report no later than 14 days after the end of the Grant Period. This report must include:
 - a completed Spay Neuter Grant Summary (enclosed);
 - a completed copy of each Spay/Neuter Form (enclosed);
 - receipts for all payments used to fulfill the Grant Description; and
 - a brief summary describing how the actual result of the Grant Description compared to what you anticipated
2. The Grantee will keep adequate records to document the expenditure of funds and the activities supported by the grant. The Grantee agrees to make available to The Foundation the financial records related to the activities supported by the grant at any given time during the Grant Period.
3. The Grantee agrees to cover any expenses exceeding the Grant Amount.
4. The Grantee agrees to notify The Foundation of the following:
 - Any changes in key personnel of the Grant Description or organization;
 - Any changes in address or phone number; and
 - Any development that significantly affects the operation of the Grant Description or organization.

Grantee Initial: _____

5. The Grantee agrees to credit the participation of The Foundation as “Anonymous” in any advertisement, publicity or public comment related to the Grant Description.
6. The Foundation and The Grantee may agree in writing to modify the objectives, methods or timeline of the Grant Description.
7. The Foundation agrees to reimburse The Grantee up to, but not exceeding, the Grant Amount to solely implement the Grant Description following the submission of a Final Report.
8. The Foundation will only reimburse expenses specified in the Grant Description and according to the budget in the proposed grant. The Foundation will only reimburse expenses incurred during the Grant Period.
9. In the event The Foundation finds that The Grantee has failed to comply with any terms of this agreement, The Foundation may cancel its participation in the Grant Description resulting in not awarding the reimbursement grant to The Grantee.

On behalf of The Grantee, I understand and agree to the foregoing terms and conditions of Two Seven Oh Inc.’s grant, and hereby certify my authority to execute this agreement on The Grantee’s behalf.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This signed agreement must postmarked or emailed within 14 days of the Agreement Date or it will be void.