



AGENDA
Administrative Affairs Committee Meeting
Van Buren County

1. Call to Order

- A. Zoom Meeting Information

2. Additions/Deletions

3. Approval of Agenda

4. Approval of Minutes

- A. Minutes - October 13, 2020

5. Agenda Items

- B. Economic Development Corporation Reappointment
- C. Non-Attorney Magistrate Appointment
- D. Local Emergency Planning Committee (LEPC) Bylaws Update
- E. VHF Radio Project - Tower Site Lease Agreements
- F. CivicClerk - Agenda/Minutes Software
- G. Palisades Community Advisory Panel (CAP)

6. Adjournment

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.



County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO:
FROM:
DATE: January 12, 2021
RE:

ATTACHMENTS:

Description

📎 **Zoom Invite**



VAN BUREN COUNTY BOARD OF COMMISSIONERS

219 EAST PAW PAW STREET, STE.201, PAW PAW, MICHIGAN 49079-1492
(269) 657-8253 FAX (269) 657-8252

*Richard Godfrey, Chairman
Mike Chappell, Vice-Chair*

*Gail Patterson-Gladney
Kurt Doroh
Randall Peat
Donald Hanson
Paul Schincariol*

NOTICE:

Due to COVID-19, Tuesday, January 12, 2021 at 2:00 pm, the Administrative Affairs Committee meeting will be conducted remotely through Zoom.

For Public Attendance, please see the call – in instructions below:

Hi there,

You are invited to a Zoom webinar.

When: Jan 12, 2021 02:00 PM Eastern Time (US and Canada)

Topic: Administrative Affairs Committee

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86214729783>

Or iPhone one-tap :

US: +13017158592,,86214729783# or +13126266799,,86214729783#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1
346 248 7799 or +1 669 900 6833

Webinar ID: 862 1472 9783

POSTED: 01/08/2021

Board Meetings: Held in B.O.C. Room, 2nd Floor of the Administration and Land Services Building, unless otherwise posted.

If you desire to meet with a Commissioner or be placed on the agenda for a Committee/Board Meeting, please call 657-8253.

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AN EQUAL OPPORTUNITY EMPLOYER M/F HANDICAPPED



County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO:

FROM:

DATE: January 12, 2021

RE:

ATTACHMENTS:

Description

☐ **Minutes**



AGENDA

Committee of the Whole Meeting of the County Board of Commissioners

Van Buren County

1. Call to Order

Commissioner Patterson-Gladney called to order the meeting of the Administrative Affairs Committee at 2:02 pm.

Committee members present: Commissioner Patterson-Gladney, Commissioner Peat, and Commissioner Schincariol.

Others in attendance: Administrator Faul, Anna Cerven, Commissioner Hanson, Commissioner Godfrey, Commissioner Chappell and Commissioner Doroh.

A. Zoom Meeting Information

2. Additions/Deletions

3. Approval of Agenda

Motion to accept the Agenda as presented by Schincariol; Supported by Peat; Motion: Carried

4. Approval of Minutes

Motion to approve minutes from September 08, 2020 by Peat; Supported by Schincariol; Motion: Carried

A. Minutes - September 08, 2020

5. Agenda Items

B. Department of Health & Human Services Board - Reappointment

Motion to approve the reappointment by Schincariol; Supported by Peat; Motion: Carried

Recommended to CoW 10-17-2020/BoC 11-10-2020

C. Building Authority Commission - Reappointment

Motion to approve the reappointment by Schincariol; Supported by Peat; Motion: Carried

Recommended to CoW 10-27-2020/BoC 11-10-2020

D. District Board of Health - Reappointments

Motion to reappoint both applicants by Schincariol; Supported by Peat; Motion: Carried

E. Road Commission - Appointment

The Committee discussed the 2 applications that were received and how to approach. The past practice is to do interviews. Both applicants are applying for the same vacancy.

Commissioner Patterson-Gladney had some concerns about one applicant and some comments made about our Commission at a public meeting.

Discussion ensued.

Recommended to conduct interviews for both candidates at the Administrative Affairs Committee meeting on November 10th.

Motion by: Peat; Seconded by: Schincariol; Motion: Carried

6. Adjournment

Motion to adjourn by Schincariol; Supported by Peat; Motion: Carried

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.



County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO: Administrative Affairs Committee
FROM: John Faul
DATE: January 12, 2021
RE: Economic Development Corporation Reappointment

REQUEST:

The request is to reappoint Tom Stanek to the Economic Development Corporation for another six-year term to expire February 13, 2027.

BACKGROUND:

Tom currently serves on the Economic Development Corporation Board and wishes to continue.

FINANCIAL IMPACT:

There is no financial impact

RECOMMENDATION:

The recommendation is to approve the request to reappoint Tom Stanek to the Economic Development Corporation for another six year term to expire February 13, 2027 at the February 9, 2021 Board of Commissioners meeting.

ATTACHMENTS:

Description

- ▣ **Stanek Reappointment Application**

NOTICE TO INTERESTED AND CONCERNED CITIZENS

The Van Buren County Board of Commissioners is presently accepting applications for voluntary appointment as needed to the following Van Buren County local and regional committees: **(Place an “X” on the line next to each committee that you are interested in appointment)**

	MEMBERS	MEETINGS	LOCATION
☐ 911 Advisory Board	19	Quarterly	Paw Paw
☐ Area Agency on Aging	9	Monthly	St. Joseph
☐ Building Authority	4	As Needed	Paw Paw
☐ Brownfield Redevelopment Authority	5-9	Monthly	Paw Paw
☐ Community Corrections Advisory Board			Paw Paw
☐ Concealed Weapons	3	Monthly	Paw Paw
X ☐ Courthouse Restoration Committee	15	As Needed	Paw Paw
☐ District Library Board	8	Monthly	Decatur
X ☐ Economic Development Corporation	9	As Needed	Paw Paw
☐ District Board of Health	7	Monthly	Hartford
☐ Department of Human Services Board	3	Monthly	Hartford
☐ Friend of the Court Advisory Board	9	Min. 6/yr	Paw Paw
☐ Jury Board (Party Affiliation_____)	3	As Needed	Paw Paw
☐ Land Preservation Board	10	Quarterly	Paw Paw
☐ Local Emergency Planning Commission	9	Monthly	Paw Paw
☐ Mental Health Authority Board	6	Min. 6/yr.	Paw Paw
☐ Planning Commission	9	Monthly	Paw Paw
☐ Public Transit Local Advisory Council	7	As Needed	Bangor
☐ Remonumentation Committee	9	As Needed	Paw Paw
☐ Solid Waste Committee	14	As Needed	Paw Paw
☐ Road Commission	3	2/Monthly	Lawrence
☐ Southwest Michigan Planning Commission	39	8/Yearly	Dowagiac
☐ Van Buren County Transit Board	5	Monthly	Bangor
X ☐ Kinexus/Workforce Development/Michigan Works!	31	Monthly	Benton Harbor

If you are interested in serving on any of the above committees, please complete the application provided here for your convenience. If you have any questions please contact the Van Buren County Administration Office at (269) 657-8253. **Return completed application to: Board of Commissioners, Attn: Board Applications, 219 E. Paw Paw St., Suite 201, Paw Paw, MI 49079.**

(Continued from Reverse Side)

APPOINTMENT APPLICATION

NAME: Tom Stanek _____

ADDRESS: 44905 64th ave, Paw Paw MI 49079 _____

COUNTY RESIDENCE: Van Buren County _____

PHONE: (H) _____ NA _____ (W) 269.276.9700 _____ (C) 269.366.6725

DATE OF APPLICATION: 4/30/2020 _____ EMAIL: toms@oakmi.com _____

ADDITIONAL INFORMATION

PRESENT OCCUPATION: Employed at Owen Ames Kimball Co.

CURRENT/PREVIOUS EXPERIENCE IN CIVIC/PRIVATE ORGANIZATIONS:

CSM Group- Past Employee
Knights of Columbus – Member
ASK & Family Services -Board Member
MRC Industries- Board Member
Market Van Buren- Chair / Board Member
Kinexus Board Member

GOVERNMENTAL SERVICES EXPERIENCE:

Economic Development Corporation
Construction Board of Appeals- Van Buren County

EDUCATIONAL BACKGROUND:

Bachelor Degree from Western Michigan University – Construction Science and Management

BENEFICIAL EXPERIENCE:

NA

OTHER:

Note: this application will remain on file for two (2) years. If applicant does not update at the end of two (2) years, it will be removed from the applicant consideration list.

****I have interest in joining the courthouse restoration committee, however, I do not want to have a conflict of interest and excluding our company from being able to bid on this project for renovations in the future. If this won't affect our company's ability to be considered on future projects for the courthouse, please let me know.



County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO: Administrative Affairs Committee
FROM: Frank Hardester
DATE: January 12, 2021
RE: Non-Attorney Magistrate Appointment

REQUEST:

We respectfully request the Board to approve the Court's appointment of Robyn Papaioannou as a non-attorney magistrate for Van Buren County's 7th District Court.

BACKGROUND:

Pursuant to MCL 600.8501, the Court is requesting the Board offer a resolution approving the appointment of Robyn Papaioannou as a new Non-Attorney Magistrate for the 7th District Court. This is not a new position, but rather a formality since Robyn replaced Susan Zuiderveen who left the Court on December 7, 2020.

MCL 600.8501 (1) says in part "....All magistrates provided for shall be appointed by the judges of the district and the appointments shall be subject to approval by the County Board of Commissioners before a person assumes the duties of the Office of Magistrate.

RECOMMENDATION:

The recommendation is to approve the request to appoint Robyn Papaioannou as a Non-Attorney Magistrate for Van Buren County at the February 9, 2021 Board of Commissioners meeting.



County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO: Administrative Affairs Committee

FROM: Lt. Robert Kirk

DATE: January 12, 2021

RE: Local Emergency Planning Committee (LEPC) Bylaws Update

REQUEST:

The request is to approve the submitted Local Emergency Planning Committee (LEPC) Bylaws update.

BACKGROUND:

The Bylaws were last updated in 2016. The changes requested are housekeeping only that advise the minutes and meeting schedule will be posted on the Sheriff's website for public viewing.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

The recommendation is to discuss the submitted Local Emergency Planning Committee (LEPC) Bylaws update at the January 26, 2021 Committee of the Whole meeting and authorize the Board Chair and Vice Chair to sign on behalf of the Board at the February 9, 2021 Board of Commissioners meeting.

ATTACHMENTS:

Description

- ▣ **LEPC Bylaws 2021**
- ▣ **LEPC Minutes**

BYLAWS

LOCAL EMERGENCY PLANNING COMMITTEE **VAN BUREN COUNTY, MICHIGAN**

WHEREAS, the Superfund Amendments and Reauthorization Act 1986 (SARA) was enacted by Congress on October 17, 1986, and contains Title III; the Emergency Planning and Community Right-to-Know Act of 1986.

WHEREAS, Title III establishes requirements that federal, state, local governments and industry must implement regarding emergency planning and community right-to-know reporting on hazardous and toxic chemicals.

WHEREAS, pursuant to Title III, the Michigan Emergency Planning and Community Right-to-Know Commission designated Van Buren County a local emergency planning district and has appointed a Local Emergency Planning Commission for Van Buren County. This Committee is composed of: elected state and local officials, law enforcement representatives, civil defense (e.g. Emergency Management Coordinator), fire department representatives, health representatives, first aid and hospital (e.g. private ambulance/EMS technicians), local environmental representatives, transportation representatives, broadcast and print media representatives, requirements of this subtitle, and other members who can contribute to the effectiveness of the plan. The Committee has been named the Van Buren County Local Emergency Planning Committee (LEPC), herein after referred to as the Committee.

WHEREAS, the Committee must receive opinions and information from the public.

WHEREAS, the Committee may enter into agreements with other governmental entities, advisory boards, committees, or councils.

WHEREAS, the tasks of the Local Emergency Planning Committee are to appoint a Chairperson; establish rules to function; give public notices of committee activities; designate a Public Information Officer and establish procedures for receiving and handling public requests for information; hold public meetings to discuss topics related to SARA Title III; allow for public comments and response to comments by the Committee and facilitate preparation and implementation of emergency plans.

WHEREAS, to meet these goals, the Van Buren County LEPC has recommended the following bylaws to the Board of Commissioners.

ARTICLE I – ORGANIZATION

Section 1 - Name of Committee

The name of the Committee shall be the Van Buren County Local Emergency Planning Committee (LEPC).

Section 2 - Status of Committee

The Committee shall operate as a government entity pursuant to, and in strict accordance with, all applicable laws, regulations and ordinances.

Section 3 - Mailing Address and Telephone Number

The official mailing address and telephone number of the Committee is:

Office of Domestic Preparedness
Van Buren County Sheriff's Department
205 South Kalamazoo
Paw Paw, MI 49079
(269) 657-7786

Section 4 - Minutes of the Committee Meetings

Accurate minutes of all Committee meetings shall be recorded and shall include, but not be limited to: a record of all votes of the Committee, a record of attendance, and a narrative summary of the Committee discussions. Copies of minutes shall be kept by the Secretary of the Committee and placed on file at the Office of Domestic Preparedness for Van Buren County. **A copy of minutes shall be placed on LEPC section of Sheriff's Office website for public viewing.** Minutes from the previous meeting shall be read and approved at each meeting.

Section 5 - Agenda for Committee Meetings

An agenda of each meeting shall be drawn by the Chairperson or designee to be presented to the Committee members before each meeting. This may be presented by mail, email, by handout at the meeting, or by verbal announcement at the meeting.

ARTICLE II – OFFICERS AND MEMBERS

Section 1 - Officers

The Van Buren County LEPC, on an annual basis, shall elect a Chairperson and a Vice-Chairperson.

Section 2 - Chairperson

The Chairperson shall preside at all meetings of the LEPC. The LEPC Chairperson may sign and execute all authorized contracts, other obligations and undertakings in the

name of and on behalf of the LEPC. The Chairperson shall be responsible for appointing subcommittees and their chairs as deemed appropriate by the LEPC.

Section 3 - Vice-Chairperson

At the request of the LEPC Chairperson or in the event of an absence or disability of the LEPC Chairperson, the Vice-Chairperson shall perform any and all duties of the LEPC Chairperson. The Vice-Chairperson shall have such other powers and perform such duties as the LEPC may from time to time assign.

Section 4 - Term

The Chairperson and Vice-Chairperson shall serve for a term of one (1) year beginning on January 1. The Chairperson and Vice-Chairperson shall be elected by majority vote of the LEPC. Officers and members may serve consecutive terms if the LEPC desires and the office holders agree.

Section 5 - Vacancies

Should these officers' or members' positions become vacant, the County Commissioners shall select successors at the earliest possible time, and those new appointees' names shall be sent to the State Emergency Response Commission for approval to serve the remainder of their predecessor's term.

Section 6 - Eligibility

No member shall be eligible to hold an officer's position without being a member of the LEPC.

ARTICLE III – MEETINGS

Section 1 - Regular Meetings

Regular Committee meetings will be held at a frequency determined by the LEPC. Committee members will be aware of the meetings dates and will be reminded by mail, email or telephone at least seven (7) days prior to the meeting. The news media may be informed of the meeting dates, times, and locations and shall be invited to each meeting. **These dates will be posted on the LEPC Site located on the Van Buren County Sheriff's website.** The meeting notice will be posted in conformance with the Open Meetings Act.

Section 2 - Special Meetings

The Committee officers may, when it is deemed expedient, upon the written request of at least two members of the Committee, call a meeting of the Committee for the purpose of

transacting any business of the Committee. The purpose of the meeting shall be set forth in the call of the meeting, and the call may be mailed, emailed or delivered to each Committee member and the news media at least two (2) days prior to such meeting. At the special meeting, any item of business may be transacted if the members have a majority vote of the members present to transact said business.

Section 3 - Quorum

The powers of the Committee shall be vested in the Committee. Thirty percent (30%) of the total membership of the Committee shall constitute a quorum for the purpose of opening a meeting. At a meeting, action may be taken by an affirmative vote of a majority of all those present.

Section 4 - Voting

The voting on all questions coming before the Committee shall be by yea or nay, or a show of hands, unless action is taken for a roll call vote on a particular matter. If a vote is approved, the yeas and nays shall be recorded in the minutes of such meeting. Each member may cast one vote on committee business items. In the event a member is unable to attend, the organization which that member represents may designate by letter a substitute representative for that particular meeting, thereby delegating the member's right to move, second or vote to that particular substitute person. Furthermore, the substitute representative's attendance may be counted as a regular member when it is to be determined whether a quorum is in attendance.

Section 5 - Conduct of Meetings

All meetings shall be conducted with order and decorum. The Committee shall follow the procedure determined appropriate by the Chairperson of the Committee, which may include the following:

- 1) Debate on any matter shall be closed by a motion and a second to bring the matter to a vote.
- 2) Any member of the Committee may make or second a motion.

Except as otherwise provided herein, all meetings shall be conducted in accordance with the most current edition of *Robert's Rules of Order*.

Section 6 - Participation by Members of the Public

Members of the public are encouraged to attend all regular and special meetings of the Committee. An opportunity will be provided at each meeting for members of the public to address the Committee on matters relating to local emergency preparedness. A member of the public who desires to address the Committee may mail or email a written notice of the intent to appear to the Chairperson and then sign-in with the Vice-Chairperson or designee before the meeting begins. Members of the public who appear at the meeting and wish to address the Committee will be allowed to do so without a

prior written notice of intent to appear; however, they will be required to wait until after any members of the public who have provided written notice of intent to appear have spoken. Members of the public are also encouraged to provide written opinions and information to the Committee by emailing or mailing written materials to the Chairperson. Members of the public include but are not limited to: citizens, industry representatives, experts, expert witnesses, and governmental representatives.

Section 7 - Meeting to Discuss the Emergency Plan

One regularly scheduled meeting each year during the month of April will be lengthened for the purpose of discussing emergency planning. Extra effort will be made to notify community groups of this meeting.

ARTICLE IV – SUBCOMMITTEES

Section 1 - Subcommittees

The Chairperson may from time to time appoint subcommittees composed of members of the Committee to study and report on matters relevant to the Committee. The subcommittees may solicit for outside input and expertise in order to gather information and other relevant data. The subcommittees may submit their reports to the entire Committee to the Chairperson or their designee. Subcommittees may represent the Committee as they contact the public.

Section 2 - Members

All subcommittees shall be comprised of a subcommittee Chairperson and several other members of the LEPC who are involved in areas relevant to the subcommittee's business.

Section 3 - Meetings

Each subcommittee shall hold meetings at such times as shall be determined necessary for the timely completion of their respective agendas. Meetings shall be called by the subcommittee chairperson. Notice of all meetings shall be given to each member at least two (2) days prior to the time of the meeting. In addition, a representative of any facility under consideration at the meeting must be notified of the meeting at least ten (10) days in advance.

Section 4 - Abolishment of Committees

Any subcommittee may be abolished by a majority vote of the LEPC members.

ARTICLE V – DISTRIBUTION OF THE EMERGENCY PLAN

Section 1 - Procedure

Each site-specific plan that is developed will be distributed, at a minimum, to: the fire chief, the chief executive of the jurisdiction in which the site is located, the facility coordinator,

the LEPC chairperson, and the emergency management coordinator. In addition, each plan shall be available for review at the emergency management coordinator's office during normal business hours.

ARTICLE VI -- AMENDMENTS

Section 1 - Amendments to Bylaws

The LEPC shall have the power to recommend amendment to these bylaws in the following manner: written notice containing the proposed amendment(s) shall be sent to each member of the LEPC at least forty-five (45) days in advance of the date set for voting on such amendment(s). To be approved for recommendation, amendments must receive a two-thirds (2/3) majority vote of approval. The Board of Commissioners shall have final approval of any amendments.

Section 2 - Filing of Bylaws and Amendments to Bylaws

A copy of these bylaws and any amendments to these bylaws shall be provided to: the Board of Commissioners of Van Buren County, the Van Buren County Clerk, the Michigan Emergency Planning and Community Right-to-Know Commission and any person who requests a copy.

ADOPTED BY THE VAN BUREN COUNTY BOARD OF COMMISSIONERS, this

_____ day of _____, 2021.

Richard Godfrey, Board Chairman

Mike Chappell, Vice-Chairman

VAN BUREN COUNTY OFFICE OF DOMESTIC PREPAREDNESS

DIVISION OF VAN BUREN COUNTY SHERIFF'S OFFICE

205 South Kalamazoo Street • Paw Paw, Michigan, 49079 - 1594

TELEPHONE (269) 657-7786 • FAX (269) 657-7787

Lt. Robert A. Kirk

Director

kirk@vbco.org



Daniel E. Abbott

Sheriff

abbott@vbco.org

LEPC Meeting

VBC EOC

Wednesday, November 18, 2020

Call to Order: 8:33am

Introductions:

In Attendance: Heather Barr, Erica Bays, Gary Brown, Mike Chappell, Richard Godfrey, Kyleen Gray, Bob Kirk, Pete Lumbert, April Serne, Todd Skinner, Doug Townsend, Robert Wilson, Jennifer Zordan, Donovan Thomas, Pam Grosvenor, Alyssa Skolasky, Craig Massey, Steve Smith Amanda Drew,

Guest: Sheriff Dan Abbott

Dennis Reynolds- Excused

Public Comments: None

Review of Last Meeting Minutes: motion to approve- Gary Brown, second by Chappell

Old Business:

- Steve Smith LEPC Contract – has moved through Committee of the Whole and goes in front of the BOC next week.

New Business:

- New SARA Title III Plans review by State- Couple of errors- ID # - They were corrected and resubmitted.
- Skinner working on Paw Paw Produce Plan- Site visit completed last year by Kirk.
- Next Group of Plan sites and visits that we would like to conduct are: New Covert Generating Plant, Albemarle, ITC Transmissions, AEP and Love Joy.
- Review/ Update of LEPC By-Laws- Minor addition to the by-laws of public view of minutes on LEPC site on Sheriff's Office website. - Approved
- Vote next month on Chair and Vice Chair positions
- Discuss next year's schedule – Cancel April meeting- Inter Ops Conference
-- Cancel July meeting

Round Table: Nothing brought forward.

Next meeting December 16th at 8:30am.

Motion to adjourn by Godfrey; second by Chappell. Meeting adjourned at 8:41am

Emergency 911 • Domestic Preparedness Assistant (269) 657-2006 ext. 3998 • Sheriff's Office (269) 657-3101



County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO: Board of Commissioners
FROM: Tim McGee
DATE: January 12, 2021
RE: VHF Radio Project - Tower Site Lease Agreements

REQUEST:

The request is to approve Tower Site Lease Agreements with Columbia Township, Covert Township, Gobles City, Oxley Farms, Paw Paw Village and South Haven Area Water/Sewer Authority.

BACKGROUND:

VBCO 911 Central Dispatch has utilized various resources around the county to house radio equipment as part of the VHF radio system. In the process of the current upgrade project of the Fire/EMS VHF radio system, it has been determined to add one additional site, move 3 sites, and reuse an additional 3 sites. Lease agreements to house radio equipment have been produced and presented to the various entities for review and have been approved at each of those levels.

1. Columbia Township – Land lease agreement for construction of replacement radio tower & housing of radio equipment. Located at 12316 52nd St., Grand Junction. Lease agreement includes allowing Columbia Twp. to co-locate township owned public safety radio equipment on this county owned tower. This site will include back up generator, security fencing, and the payment of utilities to operate. 5-year term, renewable. Approved and signed by Columbia Twp Supervisor 17 November 21.
2. Covert Township – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the Covert Township water tower located at 34875 M-140. This site includes the placement of a back-up generator, security fencing, and the payment of utilities to operate. 5-year lease, renewable. Approved by Covert Twp Board & signed on 22 December 2020. (This is a relocation of a tower site currently on the property of Palisades Nuclear Power Plant) 2
3. Gobles City – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the City of Gobles water tower located at 108 E. Van Buren St. This site includes the placement of a back-up generator and the payment of utilities to operate the site. 5-year lease, renewable. Approved by Gobles City Council & signed on 15 December 2020 (This site is being upgraded and reused).
4. Oxley Farms – Radio Tower space lease agreement for placing upgraded equipment on the

radio tower at the Chris Oxley farms located at 29001 CR 358. Agreement to continue payment of preventative & ongoing maintenance on the back-up generator and county owned radio equipment. 5-year lease, renewable. Approved by Chris Oxley on 05 January 2021 (This site is being upgraded and reused)

5. Paw Paw Village – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the water tower located at 114 E. Berrien St. Agreement includes a onetime \$1000.00 Start Up fee, and payment of utilities for operation of county owned equipment. 3-year lease, with 2 additional 5 year renewals. Approved by Paw Paw Village Council on 23 November 2020 (This is a new additional site)

6. South Haven Area Water/Sewer Authority – Water Tower Space lease agreement for placement of radio equipment on top of and in the base of the water tower located at 1600 2nd Ave. Agreement includes placement of a back-up generator, separate metering and payment of utilities for operations. 5-year renewable. Approved by SHAWSA board on 02 December 2020. (This site is a relocation site from the South Haven Police/Fire complex at 90 Blue Star Hwy.)

RECOMMENDATION:

The recommendation is to discuss at the January 26, 2021 Committee of the Whole the Tower Site Lease Agreements with Columbia Township, Covert Township, Gobles City, Oxley Farms, Paw Paw Village and South Haven Area Water/Sewer Authority and approve at the February 9, 2021 Board of Commissioners meeting and authorize the Board Chair to sign on its behalf.

ATTACHMENTS:

Description

- ▣ **VHF Cover Memo**
- ▣ **ColumbiaTower**
- ▣ **CovertTower**
- ▣ **GoblesTower**
- ▣ **OxleyTower**
- ▣ **PawPawTower**
- ▣ **SouthHaverTower**

Van Buren County Central Dispatch

Memo

To: Board of Commissioners

From: Tim McGee – 911 Director

cc: Dan Abbott – Sheriff
911 Advisory Board

Date: 05 January 2021

Re: Fire / EMS VHF Radio Project – Tower Site Lease Agreements

Background: VBCO 911 Central Dispatch has utilized various resources around the county to house radio equipment as part of the VHF radio system. In the process of the current upgrade project of the Fire/EMS VHF radio system, it has been determined to add one additional site, move 3 sites, and reuse an additional 3 sites. Lease agreements to house radio equipment have been produced and presented to the various entities for review and have been approved at each of those levels.

Recommended Action: Approve for signature, agreements with the following (summary included):

1. **Columbia Township** – Land lease agreement for construction of replacement radio tower & housing of radio equipment. Located at 12316 52nd St., Grand Junction. Lease agreement includes allowing Columbia Twp. to co-locate township owned public safety radio equipment on this county owned tower. This site will include back up generator, security fencing, and the payment of utilities to operate. 5-year term, renewable. Approved and signed by Columbia Twp Supervisor 17 November 21.
2. **Covert Township** – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the Covert Township water tower located at 34875 M-140. This site includes the placement of a back-up generator, security fencing, and the payment of utilities to operate. 5-year lease, renewable. Approved by Covert Twp Board & signed on 22 December 2020.
(This is a relocation of a tower site currently on the property of Palisades Nuclear Power Plant)

3. **Gobles City** – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the City of Gobles water tower located at 108 E. Van Buren St. This site includes the placement of a back-up generator and the payment of utilities to operate the site. 5-year lease, renewable. Approved by Gobles City Council & signed on 15 December 2020
(This site is being upgraded and reused).
4. **Oxley Farms** – Radio Tower space lease agreement for placing upgraded equipment on the radio tower at the Chris Oxley farms located at 29001 CR 358. Agreement to continue payment of preventative & ongoing maintenance on the back-up generator and county owned radio equipment. 5-year lease, renewable. Approved by Chris Oxley on 05 January 2021
(This site is being upgraded and reused)
5. **Paw Paw Village** – Water Tower Space lease agreement for placement of radio equipment both on top of, and in the base of the water tower located at 114 E. Berrien St. Agreement includes a onetime \$1000.00 Start Up fee, and payment of utilities for operation of county owned equipment. 3-year lease, with 2 additional 5 year renewals. Approved by Paw Paw Village Council on 23 November 2020
(This is a new additional site)
6. **South Haven Area Water/Sewer Authority** – Water Tower Space lease agreement for placement of radio equipment on top of and in the base of the water tower located at 1600 2nd Ave. Agreement includes placement of a back-up generator, separate metering and payment of utilities for operations. 5-year renewable. Approved by SHAWSA board on 02 December 2020.
(This site is a relocation site from the South Haven Police/Fire complex at 90 Blue Star Hwy.)

Columbia Land / Space Lease Agreement

This Land / Space Lease Agreement is this 17th day of November, 2020, between Columbia Township, 53053 C.R. 388, Grand Junction, Michigan 49056 ("Township") and Van Buren County – specifically Van Buren County 911 Central Dispatch ("VBCO 911"), 205 S. Kalamazoo, St., Paw Paw, Michigan, 49079

Recitals

Whereas, the Township owns property ("land") located at 12316 52nd Street, Grand Junction, Michigan, further described as parcel number 80-06-021-002-01; and

Whereas, VBCO 911 wishes to utilize a portion of the land for the purpose of installing and operating a radio tower and equipment necessary to public safety operations in Van Buren County; and

Whereas, the Township agrees to lease the same to VBCO 911 under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Township and VBCO 911 as follows:

Terms

1. LEASED SPACE. The Township leases to VBCO 911 space on the land for the erection of a one hundred sixty (160) foot radio tower, installation of radio equipment cabinets ("equipment"), alternate power source (generator), and accessories. VBCO 911 may substitute equipment reasonably equivalent in size and function with the prior written consent of the Township Supervisor, which consent shall not be unreasonably withheld. The Township Supervisor and VBCO 911 will determine the location of the Tower and the equipment on the land. After installation of the Tower and the equipment, VBCO 911 will not change the location without the written consent of the Township. The parties understand and agree that the Township's land is an integral part of providing public safety service to the Township's residents. VBCO 911 will exercise due diligence so as not to cause interference with the Township or other users and, if applicable, will use its best efforts to promptly reach a mutually agreeable resolution to any interference caused by the tower and/or equipment.

2. ACCESS: The Township also grants reasonable access to VBCO 911 in respect to the leased space on a 24-hour a day basis for the purpose of installing, maintaining, repairing, and removing equipment.

3. CONSIDERATION: In exchange for the leased space identified in this agreement, VBCO 911 agrees to pay for the following:

- A. Install and maintain an on-demand back-up generator large enough to operate all equipment belonging to VBCO 911 and the Township located on the Tower (excludes all third-party equipment).
- B. Install a security chain link fence with gate to enhance the security of the radio Tower's entrance, generator, and equipment. The placement and size of the fencing must be mutually agreed upon in writing by the Township Supervisor and VBCO 911 Director prior to work commencing.
- C. Install township owned radio equipment utilized specifically for the communications needs of the fire department. Installation of this equipment is to coincide and be coordinated with the initial installation of VBCO 911 VHF radio equipment on the tower. The Township agrees to purchase additional cabling necessary to connect between the tower and the base station located inside the fire station on the property.
- D. Pay monthly electric and propane gas utility costs for equipment owned and operated by VBCO 911 or owned by the Township(excludes all third-party equipment

4. MISCELLANEOUS CONDITIONS. Both Parties understand and agree that:

- A. VBCO 911 accepts the leased space in "as is" and "where is" condition. VBCO 911 is solely responsible for determining if the leased space is suitable for the communications needed by VBCO 911 and the Township has not made any representations concerning the suitability of the leased space for VBCO 911's specific use(s).
- B. VBCO 911 shall comply with all applicable federal, State and local laws, rules and regulations, including but not limited to, the laws and regulations of the Federal Communications Commission, Federal Aviation Agency, State of Michigan, County of Van Buren, and Columbia Township. VBCO 911 shall prior to installation, provide the Township with copies of any FCC or other radio licenses, and other permits necessary for the tower and equipment at the leased space.

5. TERM: RENEWAL. The term of this Agreement shall be for 5 years commencing on the date specified above and shall automatically renew thereafter on an annual basis if no actions are taken by the parties.

6. TERMINATION. This agreement may be terminated by resolution of either Columbia Township or Van Buren County's Board of Commissioners, provided that the effective date of the termination is at least ninety (90) days after the date of such a resolution, unless both parties agree in writing to a shorter termination period, or there is damage to the leased space and/or Tower making the leased space unfit for the purpose of the Agreement.

7. MAINTENANCE OF TOWER AND EQUIPMENT. Each party shall be responsible for the costs of maintenance and repair of its own property, real or personal, located at the leased space or on the Tower unless the property is damaged by the other party or the other party's employees or agents.

8. MODIFICATION OF TOWER / EQUIPMENT. Except as otherwise provided herein, Columbia Township shall not modify or alter the Tower or accompanying equipment without prior written consent of VBCO 911.

9. EXPENSES. Except as otherwise provided herein, VBCO 911 shall pay all expenses in connection with the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, license fees and assessments lawfully levied or assessed upon its personal property. All costs of maintaining and servicing any equipment placed on the Tower which is owned by VBCO 911 or the Columbia Township Fire Department pursuant to this lease shall be the sole responsibility of VBCO 911.

10. INDEMNIFICATION; INSURANCE; COOPERATION.

- A. To the fullest extent permitted by law, VBCO 911 shall indemnify, defend and hold harmless the Township, its elected and appointed officials, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against any of them relating to any actions or omissions of VBCO 911, its officers, board members, employees or agents, in performance under this Agreement.
- B. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunity provided by law.
- C. Each party shall obtain and maintain in effect during the term of this agreement liability insurance. Said insurance will be in a form and amount acceptable to the other party and each party expressly understands that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.
- D. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.

E. VBCO 911 shall be solely responsible for maintaining all insurance relative to any personal property that they may place in or on the leased space during the term of this lease.

11. REMOVAL OF EQUIPMENT. Upon expiration or termination of this Agreement, VBCO 911 shall, within 120 days of the effective termination date, remove any equipment from the leased space and vacate the leased space occupied by it under the provisions of this Agreement and restore the land to the condition existing prior to the commencement of this lease. Unless the parties agree to an extension, any equipment (including the tower) remaining in the leased space after the expiration of said 120 days shall become the property of the Township. VBCO 911 shall be responsible for any costs incurred by the Township in removing VBCO 911's equipment and tower from the leased space.

12. DAMAGE OR DESTRUCTION OF EQUIPMENT. The Township shall not be liable to VBCO 911 for damages arising from interference, discontinuance, or interruption of VBCO 911's use of the leased space as a result of a third party's acts or omissions or an Act of God or circumstances beyond the Township's control.

13. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions herein shall not be deemed a continuing waiver of that default or any subsequent default.

14. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing, approved by the governing boards of VBCO 911 and the Township, and executed by the parties in the same manner as this Agreement.

15. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant and licensee and licensor only.

16. ASSIGNMENT: SUBLETTING. VBCO 911 shall not assign this Agreement or any right or obligation under this Agreement or sublet any portion of the leased space, or permit others to use the leased space or the Tower, without the prior written consent of the Township.

17. SUCCESSORS AND ASSIGNS. If this agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

18. THIRD PARTIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

19. SEVERABILITY. Each provision of the Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

20. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

21. NOTICES. All required notices shall be in writing and shall be considered given when delivered by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the City: Columbia Township
P.O. Box 323
Grand Junction, MI 49056
Attention: Township Supervisor

If to VBCO 911: Van Buren County Central Dispatch
205 S. Kalamazoo St.
Paw Paw, MI 49079
Attention: 911 Director

22. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties regarding the subject matter of the Agreement and may be modified only upon the subsequent written agreement signed by all parties.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

[Signatures appear on following page]

Columbia Township (the "Township")

By: Linda Norton
Linda Norton
Its: Supervisor

Dated: November, 17, 2020

Van Buren County

By: _____
Richard Godfrey
Its: Chairman – Board of Commissioners

Dated: _____

By: _____
Daniel E. Abbott
Its: Sheriff

Dated: _____

By: _____
Tim McGee
Its: 911 Director

Dated: _____

Covert Water Tower Space Lease Agreement

This Water Tower Space Lease Agreement is this 22 day of DEC 2020, between Covert Township, of 73943 Lake Street, Covert, Michigan 49043 ("Township") and Van Buren County – specifically Van Buren County 911 Central Dispatch ("VBCO 911"), 205 S. Kalamazoo, St., Paw Paw, Michigan, 49079

Recitals

Whereas, the Township owns a Water Tower ("Tower") located at 34875 M-140 Hwy, Covert, Michigan, Michigan, further described as parcel number 80-07-014-040-10; and

Whereas, VBCO 911 wishes to utilize space on top of the Tower and space in the base of the Tower ("leased space") for the purpose of installing and operating radio equipment necessary to public safety operations in Van Buren County; and

Whereas, the Township agrees to lease the same to VBCO 911 under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Township and VBCO 911 as follows:

Terms

1. LEASED SPACE. The Township leased to VBCO 911 space on the Tower for the installation of 2 microwave dishes and floor space (approx. 20-24 sq. ft.) in the base of the Tower for installation of 2 equipment cabinets ("equipment"). VBCO 911 may substitute equipment reasonably equivalent in size and function with the prior written consent of the Township Supervisor, which consent shall not be unreasonably withheld. The parties understand and agree that the Township's water Tower is an integral part of providing water service to the Township's residents. VBCO 911 will exercise due diligence so as not to cause interference with the water service for the Township or other users and, if applicable, and will use its best efforts to promptly reach a mutually agreeable resolution to any interference with said water service caused by the equipment.

2. ACCESS: The Township also grants reasonable access to VBCO 911 in respect to the leased space and the Tower on a 24-hour a day basis for the purpose of installing, maintaining, repairing, and removing equipment.

3. CONSIDERATION: In exchange for the leased space identified in this agreement, VBCO 911 agrees to pay for the following:

- A. An engineering firm/company to make recommendations on the design and attachment of the antenna structure systems(s), attaching and running cable/feed lines, and a general structural analysis of the Tower. The engineering firm/company shall be mutually agreed upon in writing by both parties. In the event the engineering firm/company provides multiple options to accomplish these tasks, the option selected shall be mutually agreed upon in writing by the Township Supervisor and the VBCO 911 Director.
- B. Install and maintain an on-demand back-up generator large enough to operate all equipment belonging to VBCO 911 and the Township (excludes all third-party equipment) that is currently in operation at the Tower site upon execution of this agreement. This shall include any electrical work that is required as a result of the generator installation.
- C. Install a security chain link fence with gate to enhance the security of the water Tower's entrance, generator, and equipment. The placement and size of the fencing must be mutually agreed upon in writing by the Township Supervisor and VBCO 911 Director prior to work commencing.
- D. Pay monthly electric and natural gas utility costs for equipment owned and operated by VBCO 911 (excludes all third-party equipment).

4. MISCELLANEOUS CONDITIONS. Both Parties understand and agree that:

- A. VBCO 911 accepts the leased space in "as is" and "where is" condition. VBCO 911 is solely responsible for determining if the leased space is suitable for the communications needed by VBCO 911 and the Township has not made any representations concerning the suitability of the leased space for VBCO 911's specific use(s). VBCO 911's use of the leased space shall not result in any damage to the leased space or the Tower and shall not interfere with the Township's use of the Tower.
- B. VBCO 911 shall comply with all applicable federal, State and local laws, rules and regulations, including but not limited to, the laws and regulations of the Federal Communications Commission, Federal Aviation Agency, State of Michigan, County of Van Buren, and Covert Township. VBCO 911 shall prior to installation, provide the Township with copies of any FCC or other radio licenses necessary for the equipment at the leased space.

5. **TERM: RENEWAL.** The term of this Agreement shall be for 5 years commencing on the date specified above and shall automatically renew thereafter on an annual basis if no actions are taken by the parties.

6. **TERMINATION.** This agreement may be terminated by resolution of either Covert Township or Van Buren County's Board of Commissioners, provided that the effective date of the termination is at least ninety (90) days after the date of such a resolution, unless both parties agree in writing to a shorter termination period, or there is damage to the leased space and/or Tower making the leased space unfit for the purpose of the Agreement.

7. **MAINTENANCE OF TOWER AND EQUIPMENT.** Each party shall be responsible for the costs of maintenance and repair of its own property, real or personal, located at the leased space or on the Tower unless the property is damaged by the other party or the other party's employees or agents.

8. **MODIFICATION OF PREMISES.** Except as otherwise provided herein, VBCO 911 shall not modify or alter the leased space or the Tower without prior written consent of the Township.

9. **EXPENSES.** Except as otherwise provided herein, VBCO 911 shall pay all expenses in connection with the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, license fees and assessments lawfully levied or assessed upon its personal property. All costs of maintaining and servicing any equipment placed on the Tower pursuant to this lease shall be the sole responsibility of VBCO 911.

10. INDEMNIFICATION; INSURANCE; COOPERATION.

- A. To the fullest extent permitted by law, VBCO 911 shall indemnify, defend and hold harmless the Township, its elected and appointed officials, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against or relating to any actions or omissions of VBCO 911, its officers, board members, employees or agents, in performance under this Agreement.
- B. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunity provided by law.
- C. Each party shall obtain and maintain in effect during the term of this agreement liability insurance that will be the sole source of coverage for acts or omissions of the party, its elected and appointed officials, officers, board members, employees and agents in performance under this Agreement. Said insurance will be in a form and amount acceptable to the other party and each party expressly understood by the parties that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.

- D. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.
- E. VBCO 911 shall be solely responsible for maintaining all insurance relative to any personal property that they may place in or on the premises during the term of this lease.

11. REMOVAL OF EQUIPMENT. Upon expiration or termination of the Agreement, VBCO 911 shall, within 120 days of the effective termination date, remove any equipment from the leased space and vacate the leased space occupied by it under the provisions of this Agreement. Unless the parties agree to an extension, any equipment remaining in the leased space after the expiration of said 120 days shall become the property of the Township. VBCO 911 shall be responsible for any costs incurred by the Township in removing VBCO 911's equipment from the leased space. In removing its equipment, VBCO 911 shall not disturb Township-owned equipment nor remove the grounding kit from the termination box, and shall leave the leased space in a clean, good condition.

12. DAMAGE OR DESTRUCTION OF EQUIPMENT. The Township shall not be liable to VBCO 911 for damages arising from interference, discontinuance, or interruption of VBCO 911's use of the leased space as a result of a third party's act or omission or an Act of God or circumstances beyond the Township's control.

13. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions herein shall not be deemed a continuing waiver of that default or any subsequent default.

14. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing, approved by the governing boards of VBCO 911 and the Township, and executed by the parties in the same manner of this Agreement.

15. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant and licensee and licensor only.

16. ASSIGNMENT: SUBLETTING. VBCO 911 shall not assign this Agreement or any right or obligation under this Agreement without the prior written consent of the Township.

17. SUCCESSORS AND ASSIGNS. If this agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

18. THIRD PARTIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

19. SEVERABILITY. Each provision of the Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

20. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

21. NOTICES. All required notices shall be in writing and shall be considered given when delivered by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the City: Covert Township
 73943 Lake St.
 Covert, MI 49043
 Attention: Township Supervisor

If to VBCO 911: Van Buren County Central Dispatch
 205 S. Kalamazoo St.
 Paw Paw, MI 49079
 Attention: 911 Director

22. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties regarding the subject matter of the Agreement and may be modified only upon the subsequent written agreement signed by all parties.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

Covert Township (the "Township")

By: _____

Dennis Palgen

Its: Supervisor

Dated: _____

Van Buren County

By: _____

Richard Godfrey

Its: Chairman – Board of Commissioners

Dated: _____

By: _____

Daniel E. Abbott

Its: Sheriff

Dated: _____

By: _____

Tim McGee

Its: 911 Director

Dated: _____

Gobles Water Tower Space Lease Agreement

This Water Tower Space Lease Agreement is this 15th day of DEC, 2020, between the City of Gobles, of 105 E. Main St., Gobles, Michigan, 49055 ("City") and Van Buren County – specifically Van Buren County 911 Central Dispatch ("VBCO 911"), 205 S. Kalamazoo, St., Paw Paw, Michigan, 49079

Recitals

Whereas, the City owns a Water Tower ("Tower") located at 108 E. Van Buren St, Gobles, Michigan, further described as parcel number 80-51-730-021-00; and

Whereas, VBCO 911 wishes to utilize space on top of the Tower and space in the base of the Tower ("leased space") for the purpose of installing and operating radio equipment necessary to public safety operations in Van Buren County; and

Whereas, the City agrees to lease the same to VBCO 911 under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and VBCO 911 as follows:

Terms

- 1. LEASED SPACE.** The City leased to VBCO 911 space on the Tower for the installation of 2 microwave dishes (2-3 ft in diameter) and floor space (approx. 20-24 sq ft) in the base of the Tower for installation of 2 equipment cabinets ("equipment"). VBCO 911 may substitute equipment reasonably equivalent in size and function with the prior written consent of the City Mayor, which consent shall not be unreasonably withheld. The parties understand and agree that the City's water Tower is an integral part of providing water service to the City's residents. VBCO 911 will exercise due diligence so as not to cause interference with the water service for the City or other users and, if applicable, and will use its best efforts to promptly reach a mutually agreeable resolution to any interference with said water service caused by the equipment.
- 2. ACCESS:** The City also grants reasonable access to VBCO 911 in respect to the leased space and the Tower on a 24-hour a day basis for the purpose of installing, maintaining, repairing, and removing equipment.

3. CONSIDERATION: In exchange for the leased space identified in this agreement, VBCO 911 agrees to pay for the following:

- A. An engineering firm/company to make recommendations on the design and attachment of the antenna structure systems(s), attaching and running cable/feed lines, and a general structural analysis of the Tower. The engineering firm/company shall be mutually agreed upon in writing by both parties. In the event the engineering firm/company provides multiple options to accomplish these tasks, the option selected shall be mutually agreed upon in writing by the City's Mayor and the VBCO 911 Director.
- B. Install and maintain an on-demand back-up generator large enough to operate all equipment belonging to VBCO 911 (excludes all third-party equipment) that is currently in operation at the Tower site upon execution of this agreement. This shall include any electrical work that is required as a result of the generator installation.
- C. Pay monthly electric and natural gas utility costs for equipment owned and operated by VBCO 911 (excludes all third-party equipment).

4. MISCELLANEOUS CONDITIONS. Both Parties understand and agree that:

- A. VBCO 911 accepts the leased space in "as is" and "where is" condition. VBCO 911 is solely responsible for determining if the leased space is suitable for the communications needed by VBCO 911 and the City has not made any representations concerning the suitability of the leased space for VBCO 911's specific use(s). VBCO 911's use of the leased space shall not result in any damage to the leased space or the Tower and shall not interfere with the City's use of the Tower.
- B. VBCO 911 shall comply with all applicable federal, State and local laws, rules and regulations, including but not limited to, the laws and regulations of the Federal Communications Commission, Federal Aviation Agency, State of Michigan, County of Van Buren, and City of Gobles. VBCO 911 shall prior to installation, provide the City with copies of any FCC or other radio licenses necessary for the equipment at the leased space.

5. TERM: RENEWAL. The term of this Agreement shall be for 5 years commencing on the date specified above and shall automatically renew thereafter on an annual basis if no actions are taken by the parties.

6. TERMINATION. This agreement may be terminated by resolution of either the City of Gobles or Van Buren County's Board of Commissioners, provided that the effective date of the termination is at least ninety (90) days after the date of such a resolution, unless both parties agree in writing to a shorter termination period, or there is damage to the leased space and/or Tower making the leased space unfit for the purpose of the Agreement.

7. MAINTENANCE OF TOWER AND EQUIPMENT. Each party shall be responsible for the costs of maintenance and repair of its own property, real or personal, located at the leased space or on the Tower unless the property is damaged by the other party or the other party's employees or agents.

8. MODIFICATION OF PREMISES. Except as otherwise provided herein, VBCO 911 shall not modify or alter the leased space or the Tower without prior written consent of the City.

9. EXPENSES. Except as otherwise provided herein, VBCO 911 shall pay all expenses in connection with the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, license fees and assessments lawfully levied or assessed upon its personal property. All costs of maintaining and servicing any equipment placed on the Tower pursuant to this lease shall be the sole responsibility of VBCO 911.

10. INDEMNIFICATION; INSURANCE; COOPERATION.

- A. To the fullest extent permitted by law, VBCO 911 shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against or relating to any actions or omissions of VBCO 911, its officers, board members, employees or agents, in performance under this Agreement.
- B. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunity provided by law.
- C. Each party shall obtain and maintain in effect during the term of this agreement liability insurance that will be the sole source of coverage for acts or omissions of the party, its elected and appointed officials, officers, board members, employees and agents in performance under this Agreement. Said insurance will be in a form and amount acceptable to the other party and each party expressly understood by the parties that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.

- D. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.
- E. VBCO 911 shall be solely responsible for maintaining all insurance relative to any personal property that they may place in or on the premises during the term of this lease.

11. REMOVAL OF EQUIPMENT. Upon expiration or termination of the Agreement, VBCO 911 shall, within 120 days of the effective termination date, remove any equipment from the leased space and vacate the leased space occupied by it under the provisions of this Agreement. Unless the parties agree to an extension, any equipment remaining in the leased space after the expiration of said 120 days shall become the property of the City. VBCO 911 shall be responsible for any costs incurred by the City in removing VBCO 911's equipment from the leased space. In removing its equipment, VBCO 911 shall not disturb City-owned equipment nor remove the grounding kit from the termination box, and shall leave the leased space in a clean, good condition.

12. DAMAGE OR DESTRUCTION OF EQUIPMENT. The City shall not be liable to VBCO 911 for damages arising from interference, discontinuance, or interruption of VBCO 911's use of the leased space as a result of a third party's act or omission or an Act of God or circumstances beyond the City's control.

13. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions herein shall not be deemed a continuing waiver of that default or any subsequent default.

14. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing, approved by the governing boards of VBCO 911 and the City, and executed by the parties in the same manner of this Agreement.

15. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant and licensee and licensor only.

16. ASSIGNMENT: SUBLETTING. VBCO 911 shall not assign this Agreement or any right or obligation under this Agreement without the prior written consent of the City.

17. SUCCESSORS AND ASSIGNS.

If this agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

18. THIRD PARTIES.

This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

19. SEVERABILITY.

Each provision of the Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

20. APPLICABLE LAW.

This Agreement shall be construed in accordance with the laws of the State of Michigan.

21. NOTICES.

All required notices shall be in writing and shall be considered given when delivered by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the City: City of Gobles
 105 E. Main Street
 P.O. Box 38
 Gobles, MI 49055
 Attention: City Mayor

If to VBCO 911: Van Buren County Central Dispatch
 205 S. Kalamazoo St.
 Paw Paw, MI 49079
 Attention: 911 Director

22. ENTIRE AGREEMENT.

This writing contains the entire agreement of the parties regarding the subject matter of the Agreement and may be modified only upon the subsequent written agreement signed by all parties.

23. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

City of Gobles (the "City")

By: Carol Johnson
Carol Johnson

Its: Mayor

Dated: 12/15/20

Van Buren County

By: _____
Richard Godfrey

Its: Chairman – Board of Commissioners

Dated: _____

By: _____
Daniel E. Abbott

Its: Sheriff

Dated: _____

By: _____
Tim McGee

Its: 911 Director

Dated: _____

Oxley Farms Tower Space Lease Agreement

This Tower Space Lease Agreement is this _____ day of _____, 2020, between Chris Oxley, of 29001 County Rd 358, Lawton, Michigan 49065 and Van Buren County – specifically Van Buren County 911 Central Dispatch (“VBCO 911”), 205 S. Kalamazoo, St., Paw Paw, Michigan, 49079

Recitals

Whereas, the Chris Oxley owns a radio Tower (“Tower”) located at 29001 CR 358, Lawton, Michigan, further described as parcel number 80-02-033-011-00.

Whereas, VBCO 911 wishes to utilize space on the Tower and space at the base of the Tower (“leased space”) for the purpose of installing and operating radio equipment necessary to public safety operations in Van Buren County; and

Whereas, the Chris Oxley agrees to lease the same to VBCO 911 under the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Chris Oxley and VBCO 911 as follows:

Terms

1. LEASED SPACE: Chris Oxley lease to VBCO 911 space on the Tower for the installation of 2 microwave dishes and space (approx. 12-16 sq. ft.) at the base of the Tower for installation of an equipment cabinet (“equipment”). VBCO 911 may substitute equipment reasonably equivalent in size and function with the prior written consent of the Chris Oxley, which consent shall not be unreasonably withheld. VBCO 911 will exercise due diligence so as not to cause interference with the operations of Chris Oxley or other users and, if applicable, and will use its best efforts to promptly reach a mutually agreeable resolution to any interference with Chris Oxley’s operations caused by the equipment.

2. ACCESS: Chris Oxley also grants reasonable access to VBCO 911 in respect to the leased space and the Tower on a 24-hour a day basis for the purpose of installing, maintaining, repairing, and removing equipment.

3. CONSIDERATION: In exchange for the leased space identified in this agreement, VBCO 911 agrees to pay for the following:

- A. Annual preventative maintenance on the backup power generator not to exceed \$750.00 annually.

- B. Radio and/or phone circuitry costs.
- C. Maintenance costs of the radio equipment, VBCO 911 antenna systems and power to the enclosure from the service distribution center owned by Chris Oxley.

4. MISCELLANEOUS CONDITIONS. Both Parties understand and agree that:

- A. VBCO 911 accepts the leased space in “as is” and “where is” condition. VBCO 911 is solely responsible for determining if the leased space is suitable for the communications needed by VBCO 911 and Chris Oxley has not made any representations concerning the suitability of the leased space for VBCO 911’s specific use(s). VBCO 911’s use of the leased space shall not result in any damage to the leased space or the Tower and shall not interfere with Chris Oxley’s use of the Tower.
- B. VBCO 911 shall comply with all applicable federal, State and local laws, rules and regulations, including but not limited to, the laws and regulations of the Federal Communications Commission, Federal Aviation Agency, State of Michigan, County of Van Buren, and Antwerp Township. VBCO 911 shall prior to installation, provide Chris Oxley with copies of any FCC or other radio licenses necessary for the equipment at the leased space.
- C. Chris Oxley agrees to provide primary and alternate power supply to the tower and equipment.

5. TERM: RENEWAL. The term of this Agreement shall be for 5 years commencing on the date specified above and shall automatically renew thereafter on an annual basis if no actions are taken by the parties.

6. TERMINATION. This agreement may be terminated by resolution of either Chris Oxley or Van Buren County’s Board of Commissioners, provided that the effective date of the termination is at least ninety (90) days after the date of such a resolution, unless both parties agree in writing to a shorter termination period, or there is damage to the leased space and/or Tower making the leased space unfit for the purpose of the Agreement.

7. MAINTENANCE OF TOWER AND EQUIPMENT. Each party shall be responsible for the costs of maintenance and repair of its own property, real or personal, located at the leased space or on the Tower unless the property is damaged by the other party or the other party’s employees or agents.

8. MODIFICATION OF PREMISES. Except as otherwise provided herein, VBCO 911 shall not modify or alter the leased space or the Tower without prior written consent of Chris Oxley.

9. EXPENSES. Except as otherwise provided herein, VBCO 911 shall pay all expenses in connection with the leased space and its rights and privileges granted hereunder, including, but not limited to, any taxes, license fees and assessments lawfully levied or assessed upon its personal property. All costs of maintaining and servicing any equipment placed on the Tower pursuant to this lease shall be the sole responsibility of VBCO 911.

10. INDEMNIFICATION; INSURANCE; COOPERATION.

- A. To the fullest extent permitted by law, VBCO 911 shall indemnify, defend and hold harmless Chris Oxley from any and all claims, liabilities, judgments, costs, damages, expenses and attorney fees incurred by or asserted against or relating to any actions or omissions of VBCO 911, its officers, board members, employees or agents, in performance under this Agreement.
- B. This indemnification by each party will survive the termination or expiration of this Agreement. By entering this Agreement, the parties do not waive any immunity provided by law.
- C. Each party shall obtain and maintain in effect during the term of this agreement liability insurance that will be the sole source of coverage for acts or omissions of the party, its elected and appointed officials, officers, board members, employees and agents in performance under this Agreement. Said insurance will be in a form and amount acceptable to the other party and each party expressly understood by the parties that each party does not, in any way, represent that said insurance or limits of liability are sufficient to protect the other's interest or liabilities.
- D. Each party shall promptly notify the other of any claim that may be asserted against any of them in connection with this Agreement, and shall provide information and reasonable assistance with respect to the defense of such a claim as the other party may request.
- E. VBCO 911 shall be solely responsible for maintaining all insurance relative to any personal property that they may place in or on the premises during the term of this lease.

11. REMOVAL OF EQUIPMENT. Upon expiration or termination of the Agreement, VBCO 911 shall, within 120 days of the effective termination date, remove any equipment from the leased space and vacate the leased space occupied by it under the provisions of this Agreement. Unless the parties agree to an extension, any equipment remaining in the leased space after the expiration of said 120 days shall become the property of Chris Oxley. VBCO 911 shall be responsible for any costs incurred by Chris Oxley in removing VBCO 911's equipment from the leased space. In removing its equipment, VBCO 911 shall not disturb Chris Oxley's owned equipment nor remove the grounding kit from the termination box, and shall leave the leased space in a clean, good condition.

12. DAMAGE OR DESTRUCTION OF EQUIPMENT. Chris Oxley shall not be liable to VBCO 911 for damages arising from interference, discontinuance, or interruption of VBCO 911's use of the leased space as a result of a third party's act or omission or an Act of God or circumstances beyond Chris Oxley's control.

13. WAIVER. The waiver by a party of any default in performance by the other party of any of the terms, covenants or conditions herein shall not be deemed a continuing waiver of that default or any subsequent default.

14. AMENDMENT. No amendment or modification of this Agreement shall be valid or binding unless expressed in writing, approved by the governing board of VBCO 911 and Chris Oxley, and executed by the parties in the same manner of this Agreement.

15. RELATIONSHIP OF PARTIES. No partnership or joint venture is created by this Agreement. The relationship between the parties shall be construed to be that of landlord and tenant and licensee and licensor only.

16. ASSIGNMENT: SUBLETTING. VBCO 911 shall not assign this Agreement or any right or obligation under this Agreement without the prior written consent of Chris Oxley.

17. SUCCESSORS AND ASSIGNS. If this agreement is assigned, then it will bind and benefit the successors and assigns of the parties.

18. THIRD PARTIES. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

19. SEVERABILITY. Each provision of the Agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the remainder of the Agreement shall remain in effect.

20. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Michigan.

21. NOTICES. All required notices shall be in writing and shall be considered given when delivered by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to Chris Oxley: Chris Oxley
29001 County Rd. 358
Lawton, MI 49065

If to VBCO 911: Van Buren County Central Dispatch
205 S. Kalamazoo St.
Paw Paw, MI 49079
Attention: 911 Director

22. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties regarding the subject matter of the Agreement and may be modified only upon the subsequent written agreement signed by all parties.

23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

Chris Oxley

By: _____

Dated: _____

Van Buren County

By: _____

Dated: _____

Richard Godfrey

Its: Chairman – Board of Commissioners

By: _____

Dated: _____

Daniel E. Abbott

Its: Sheriff

By: _____

Dated: _____

Tim McGee

Its: 911 Director

COMMUNICATIONS SITE LEASE AGREEMENT (WATER TOWER)

This Communications Site Lease Agreement (Water Tower) (the "Lease" or "Agreement") is made and entered into this ___ day of _____, 2020, by and between the Village of Paw Paw, whose mailing address is 111 E. Michigan Avenue, Paw Paw, Michigan 49079, hereinafter referred to as "Lessor," and Van Buren County 911 Central Dispatch ("VBCO 911"), whose mailing address is 205 S. Kalamazoo St., Paw Paw, Michigan 49079, hereinafter referred to as "Lessee."

IT IS HEREBY AGREED that Lessor will lease to Lessee certain designated space on a Village-owned water tower located at 114 E. Berrien St., Paw Paw, Michigan 49079, for the purpose of installing, housing and operating certain communications equipment, including but not limited to a transmitter/receiver base stations, antenna systems, and satellite dishes, and that Lessee hereby agrees to accept such a space for such purposes, in accordance with the following terms and conditions:

1. **Leased Premises.** Lessor hereby leases to Lessee a portion of that certain parcel of real property, owned by Lessor and commonly known as the Village Water Tower, Paw Paw, Michigan hereinafter referred to as "Site" and legally described on Exhibit A. Specifically, Lessor will lease to Lessee the following portion of the Site, which portion will collectively be referred to herein as the "Leased Premises":

A. Space on tower for two flat 4.9 GHz 20" x 20" square panel antennas and two 3'11 GHz HP Radio Waves Dishes.

B. Space to run electrical conduits, wire, cables, cable trays, and other necessary connections from the main electrical feed point to Lessee's transmitter/receiver base station(s); 110v power provided by Lessor at Lessee's expense, as provided herein;

C. Space for phone lines, with the necessary telephone blocks and the space to route these telephone lines from their demarcation point to Lessee's transmitter/receiver base station(s);

D. The space to run other conduits, wires, cables, cable trays, and other necessary connections, including but not limited to phone lines, electrical cable, and coaxial cable, from the cable's source point to Lessee's transmitter/receiver base station(s), and its antenna systems. Lessor further agrees to grant Lessee or to the utility companies as Lessee may designate, a utilities path necessary to serve the Communications Equipment, as identified in Paragraph 2;

The specific areas, on the water tower, the ground space beneath and ingress and egress areas that will constitute the Leased Premises, and that may be used by Lessee for the foregoing equipment, and the planned installation of the equipment, shall be depicted on the site plan attached hereto as Exhibit B.

2. **Communication Equipment.** Lessee will use the Leased Premises to install, construct, house, operate, maintain, and repair Lessee's Communications Equipment.

Lessee's Communications Equipment may include transmitter base stations, antenna system, Microwave dish, coaxial cable or helix cable, any other necessary cable the tower may require, or Fiber optic cable and telephone lines, and any necessary utilities servicing such equipment. This equipment will hereinafter be referred to as the "Communications Equipment". Lessee will have the right to add, remove or substitute equipment should the need arise, including installation of an equipment shelter if interior space is not available, provided Lessee pays all costs associated therewith. Lessee will retain title to all its Communications Equipment, and, upon termination of this Lease, Lessee will be entitled to remove all its Communications Equipment.

Lessee shall not install Communications Equipment, or make any alteration to the Leased Premises, until it has provided to Lessor, and Lessor has reviewed and approved plans and specifications and the proposed location for the Communications Equipment. Upon completion of the construction of the Communications Equipment, Lessee, within thirty (30) days from such completion, shall (1) provide Lessor with a complete copy of any "as-built" drawings of the Communications Equipment (at Lessee's sole cost), and (2) obtain and provide to Lessor written verification that, to the best of the Lessee's knowledge, the Communications Equipment substantially complies with all applicable statutes, codes, requirements, regulations, and ordinances. Lessee's failure to obtain such approvals shall constitute a material breach of this Agreement.

3. Use of Leased Premises by Others. Lessee acknowledges that it may only use the Leased Premises for its own equipment and may not sublet or partially assign its rights granted hereunder. Lessee further acknowledges that Lessor may grant other parties the right to install telecommunications equipment or use the Site and the Leased Premises, provided the additional rights granted do not prevent Lessee from exercising the rights granted herein.

Lessee further acknowledges that Lessor may have previously entered into a lease agreement with other parties for the lease of a portion of the Leased Premises for communications equipment. Lessee's use of the Leased Premises shall not infringe or otherwise disturb or interfere with any such existing party's use of, equipment on, or signals from the Leased Premises and Lessee shall work directly and cooperatively with such other party(s) to ensure compliance with this requirement. Should it be determined by such prior party(s) that Lessee's equipment or signal otherwise infringes upon or disturbs or interferes with the prior party's equipment or signal, Lessee shall correct or modify its equipment, at Lessee's sole cost and expense, to eliminate such infringement or disturbance.

Further, Lessee's Communication Equipment and Lessee's operations and activities on the Leased Premises shall not interfere with Lessor's operations and maintenance of the water tower on the Site, and Lessee shall immediately cease or correct any such interference.

Lessee may be required to take reasonable steps to accommodate such additional parties as may be granted rights after Lessee; but Lessor hereby agrees that any such additional party shall not be given the right to interfere with or obstruct Lessee's operations and facilities. In the event Lessee believes such additional parties are directly interfering with Lessee's operations or facilities, Lessee shall have the right to seek remedies directly

against such additional party. Lessee's remedy for such interference shall, therefore, be directly against such additional parties, rather than Lessor.

4. **Term.** The term of this lease shall be 36 months commencing on _____, 2020, hereinafter referred to as the "Commencement Date."

5. **Renewal.** Subject to the other provisions of this Lease, the term of the Lease shall automatically renew for two (2) additional periods of sixty (60) months unless the Lessee notifies the Lessor of his intention to terminate such Lease on or before thirty (30) days prior to the expiration of the current term of the Lease. Lessee reserves the right as long as Lessee is not in default as to such Lease, to terminate the Lease at any time with a sixty (60) day written notice to Lessor. In the event that the Village of Paw Paw sells the Leased Premises or undertakes such changes as may render the Leased Premises no longer usable for the purposes contemplated by this Lease, this Lease shall terminate without further liability for either party. In the event of a termination, Lessee will have six (6) months to vacate the premises, but shall be required to pay Rent for this time period and for any additional time when the Communications Equipment has not been removed and the Leased Premises fully restored as provided in Paragraph 16 hereof. The termination must be made in writing and signed by an officer of Lessee.

6. **Start Up Fee.** A one-time non-refundable payment of \$1,000 shall be made to Lessor upon the signing of this Lease, to compensate Lessor for initial Lease expenses.

7. **Access to the Leased Premises.** Lessee shall not interfere with Lessor's access to the Leased Premises or any part thereof. Lessee shall have the right of access to the Leased Premises, twenty-four (24) hours a day, seven (7) days a week as may be required for Lessee to access, install, construct, house, operate, maintain, repair, replace, protect, or secure the Communications Equipment and otherwise exercise the rights granted herein, except as described below.

8. **Utilities.** Lessee will be responsible for and will promptly pay all charges attributable to Lessee's use of electricity, HVAC and other utilities used by Lessee at the Leased Premises. Lessee shall have the right to install additional utilities and conduits necessary to service the Leased Premises and to improve the present utilities servicing the Leased Premises, subject to Lessor's approval of the proposed installation. Such improvements shall be at Lessee's sole cost. Lessee shall install and separately meter metering facilities so as to measure Lessee's usage of electricity, HVAC and other utilities used by Lessee and Lessee shall directly pay for all utility costs that Lessee incurs. In the event Lessee does not install and maintain separate metering for its utility usage, Lessor shall establish a reasonable method for allocating costs, which it may adjust from time to time, and Lessee shall pay its share of the allocated costs, as additional Rent, within thirty (30) days of receipt of an invoice therefor from Lessor. If separate meters are installed, each party shall be responsible for its own charges incurred.

9. **RF Compliance.** Lessee will maintain its equipment in compliance with the FCC guidelines. The Lessee agrees to restrict access to the premises and allow the posting of warning signs as specified in any routine evaluation that may be performed by Lessee, if required by the FCC. All equipment shall be maintained so as to be safe and not unsightly.

10. **Notice.** Any notice or demand required or permitted to be given hereunder will be sufficiently given if made by regular, registered, certified mail, postage prepaid, or return receipt requested, overnight courier, or hand delivery addressed to the other party at the address set forth herein. Any such notice or demand will be deemed to have been made by mail, the next business day if by overnight courier, and upon receipt if by hand delivery. Either party may from time to time designate any other address for this purpose by giving written notice thereof to the other party.

If to Lessor:
Village of Paw Paw
Attn: Village Manager
111 E. Michigan Avenue,
PO Box 179
Paw Paw Michigan 49079
Phone: (269) 657-3148

If to Lessee:
Van Buren County 911 Central
Dispatch
205 S. Kalamazoo St.,
Paw Paw, Michigan 49079
Attn: 911 Director
Phone: (___) __-__

With a copy to:
Mika Meyers Beckett & Jones PLC
Attn: Mark A. Van Allsburg, Esq.
900 Monroe Ave., NW
Grand Rapids, MI 49503-1423
Phone: (616) 632-8039

11. **Liability and Indemnity.** Lessee agrees to indemnify and hold the Lessor harmless from any loss, damage, cost, expense or claims, which Lessor may incur as a result of Lessee's exercise of the rights granted hereunder, including acts or omissions of Lessee, its agents, contractors, invitees and employees, arising from or related to this Lease.

12. **Defaults and Remedies.** Failure by either party to perform any obligation under this Lease, will not constitute default unless the non-defaulting party gives the defaulting party written notice of such failure, and the defaulting party fails to correct such failure within thirty (30) days of that notice; provided, however, that if the defaulting party commences to cure such default within the thirty (30) day period and thereafter diligently pursues such cure to completion within thirty (30) days after such notice, the default shall be considered cured. As for the payment of Rent, failure to pay Rent within twenty (20) days of the required due date shall constitute a default. No notice to Lessee shall be required as to a default pertaining to the payment of Rent.

In the event of a default as provided above, the non-defaulting party, in addition to any other rights it may have at law or in equity, will have the right to terminate this Lease upon ten (10) days prior written notice.

13. **Taxes.** Lessor will be responsible for the declaration and payment of any real property taxes assessed against the Site; provided however, if a special assessment or other additional tax liability is assessed against Lessor because of Lessee's Communication Equipment, Lessee shall be responsible for such Special Assessment or other additional tax

liability and costs, not excluding fines and permits, so that Lessor's property is in good standing with all federal, state, and local governments.

14. **Insurance.** Lessee will secure and maintain during the term of this Lease, at its sole cost and expense, a policy of general liability insurance, on an occurrence basis, in the amount of two million dollars (\$2,000,000.00) combined single limit for bodily injury and for property damage. This policy will name the Village of Paw Paw as an insured on the policy. In the event any damage to the Site or to persons or property is caused by Lessee, its agent, contractors, invitees or employees or by Lessee's Communications Equipment, Lessee shall be solely responsible at its expense for repairing Lessor's property to its preexisting condition or in the event repairs are not possible, then replacing Lessor's property to its preexisting condition, and for payment of any other damage or injury caused thereby, including expenses incurred by the Lessor.

Lessee shall also carry liability insurance naming the Village of Paw Paw as insured so that in the event that Lessee's Communications Equipment was to cause damage to Lessor's Site or other structures on or around said Leased Premises, such insurance would cover all losses and damages resulting therefrom. Such damage includes, but is not limited to, injuries caused by fire, electrical, wind, or structural collapse.

15. **Environmental Indemnification.** Lessee shall defend, indemnify and hold harmless Lessor from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including actual legal expenses) of whatever kind and nature that Lessor may incur as a result of the release by Lessee on, in, or under the Site of any hazardous materials, hazardous substances, hazardous wastes, pollutants, asbestos, PCBs, petroleum or other fuels (including crude oil or any extraction or derivative thereof) or USTs. Lessee agrees that it shall not allow any such materials or substances, or any hazardous materials or waste, to be used, stored or located on the Site.

16. **Condition of Leased Premises.** Lessor will furnish the Site, including the leased Premises, to Lessee in good condition and will repair and maintain the Site in good condition during the term of this lease, but Lessor makes no representations regarding the suitability or fitness of any portion of the Site or Leased Premises for any specific purpose. Upon expiration, cancellation, or termination of this lease, Lessee will remove its Communications Equipment from the leased Premises and will restore the Leased Premises, and if applicable, the Site, to substantially the same condition as received, ordinary wear and tear excepted. This shall be done at the Lessee's expense.

17. **Assignment.** Lessor may assign all of its interest in this Lease without Lessee's permission, subject to the terms and obligations of this Lease. For any other assignment by Lessee, the Lessor's written consent shall be required, upon receipt of assurance that the assignee can reasonably be expected to comply with the obligations of this Lease. Further, because this Lease is granted, in part, as a public service, Lessor may withhold such consent without reason, particularly if assignee is a non-governmental for-profit company.

18. **Government Approvals.** To the best of Lessor's knowledge, the Site, and any improvements thereon, comply with all applicable laws, ordinances, rules and regulations of

any municipal, state or federal government having jurisdiction over the Site, including but not limited to zoning and building codes.

Lessee shall at all times comply with all laws, ordinances, rules and regulations of municipal, state, and federal governmental authorities relating to the Site and its use by Lessee hereunder, including the installation, maintenance, height, location, use, operation, and removal of its Communications Equipment, and other alterations or improvements authorized herein. Lessee, at its expense will be responsible for obtaining and maintaining all permits and approvals required by governmental or regulatory agencies arising out of Lessee's intended use of the Site. Lessor agrees to cooperate with Lessee in obtaining such permits and approvals and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connections with the permits and approvals, with all expenses to be paid by Lessee.

19. Relocation of Communications Equipment. Lessor may require Lessee to relocate its Communications Equipment at the Site if it is shown, following investigation by Lessor, that Lessee's Communication Facilities interfere with any or all of the following: (a) the operation of the Village Water Tower for its intended use and purpose; (b) the Village's communication facilities located in the Water Tower or on the Site; or (c) the Authority's communications equipment. The requested Relocation of Lessee's Communications Equipment by Lessor pursuant to this Paragraph 19 shall be at Lessee's sole expense.

20. Marking and Lighting Requirements. If applicable Lessee will provide Lessor with the FCC/FAA Structure Registration Number and a copy of the registration certificate. Lessee acknowledges that it will be responsible at Lessee's sole cost and expense, for compliance with all building marking and lighting requirements that the Federal Aviation Administration ("FAA") may require regardless of Lessee's intended use of the Site. Lessee will indemnify and hold harmless Lessor from any fines or other liabilities caused by Lessee's failure to comply with such requirements. Further, should the FAA cite Lessor or in the event any claims are brought against Lessor because the Site is not in compliance, Lessee will indemnify Lessor for all costs, liabilities, damages and expenses, including reasonable attorney's fees. Further, if Lessee does not cure the conditions of non-compliance within the time period allowed by the citing agency, Lessor, in addition to all of its other remedies, may terminate this Lease immediately without any further liability hereunder upon written notice to Lessee. Lessee agrees to apply, for, receive, and pay for all necessary permits and agrees to pay all tax easements that may occur because of this lease to Lessor's property. Notwithstanding the foregoing, Lessee shall not be permitted, or authorized hereunder, to place any lights on the water tower or to undertake any operations that would require lighting to be placed on the water tower.

21. Quiet Enjoyment. If Lessee is in compliance with the covenants and conditions of this Lease, then subject to the terms and conditions of this Lease, Lessee shall be entitled to peaceably and quietly hold and enjoy the Leased Premises during the initial term or any renewal term of this Lease.

22. Representation and Warranties. Lessor represents and warrants (a) that it is the owner of the Site in fee simple, unencumbered by any lien, agreement, mortgage, condition or covenant that would adversely affect Lessee's use of the Leased Premises

pursuant to this Lease; and (b) that it is duly organized, validly existing and in good standing and has all the rights powers and authority to make this Lease and bind itself through the party set forth below as signatory of Lessor.

Lessee represents and warrants that it is duly organized, validly existing and in good standing and has all the rights powers and authority to make this Lease and bind itself through the party set forth below as signatory of Lessee.

23. **Destruction or Condemnation of Site.** In the event said Site was to become damaged or condemned to a degree that precludes further operations as contemplated by this Lease, either party shall have the option to terminate this Lease without further liability hereunder, upon thirty (30) days written notice to the other party. Lessor alone shall be entitled to any awards, payments or compensation related to a condemnation proceeding or settlement thereof pertaining to the Site and Leased Premises.

24. **Waiver of Lien.** The Lessee's property will remain the exclusive property of Lessee. In this connection, Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Equipment or any portion thereof whether the same is deemed real or personal property under applicable laws, and Lessor gives Lessee the right to remove all or any portion of same from time to time in Lessee's sole discretion and without Lessor's consent. Lessee may enter into a secured financing arrangement for which the Communications Equipment of this lease is security, provided such an arrangement shall not impair or abridge the rights of Lessor under this Lease and such secured party shall be bound by and subject to the terms and provisions of the Lease from the time it succeeds to the interest of Lessee under this Lease.

25. **Entire Agreement and Binding Effect.** This Lease and any attached Exhibits, signed or initialed by the parties, constitute the entire agreement between Lessor and Lessee and shall supersede all prior offers, negotiations and agreements; no prior written or contemporaneous oral promises or representations will be binding. The undersigned have full power and authority to bind their principals to this Lease. This Lease will not be amended, or changed except by written instrument signed by both parties hereto. If any clause or provision of this Lease is found to be invalid and unenforceable with respect to any party, the remainder of this Lease will not be affected and will remain valid and enforceable. Paragraph captions herein are for convenience only, and neither limits nor amplifies the provisions of this Site Lease.

The provisions of this Lease will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, transferees, and permitted assignees.

26. **Choice of Law.** The Lease will be governed and construed by the laws of the State of Michigan.

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IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease, effective as of this ____ day of _____, 2020.

LESSOR

Village of Paw Paw, a Michigan
municipal corporation

By: _____
Sarah Moyer-Cale, Village Manager

LESSEE

Van Buren County

By: _____
Richard Godfrey, Chairman of the Board

By: _____
Daniel E. Abbott, Sheriff

By: _____
Tim McGee, 911 Director

EXHIBIT A to Lease Agreement

Legal Description of Site

842 3-14 564-563 LOTS 1-2-6 & 7 BLK 9 VILLAGE OF PAW PAW ORIGINAL PLAT.

EXHIBIT B to Lease Agreement

Site Plan

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (“Lease”), dated as of the latter of the signature dates below (the “Effective Date”) is entered into by South Haven Water/Sewer Authority, a Michigan municipal authority, having a mailing address of 1199 8th Avenue, South Haven, MI 49090 (“Landlord”) and Van Buren County, a Michigan county government having an address of 205 S. Kalamazoo, St., Paw Paw, MI, 49079, on behalf of a county operation known as Van Buren County 911 Central Dispatch (collectively, “Tenant”).

RECITALS

A. Tenant desires to lease space on Landlord’s elevated water tank at 1600 2nd Avenue (the “Structure”) and in the surrounding area in order to install and maintain 2 telecommunications dishes and incidental related equipment (collectively, the “Antenna Facilities Facilities”), which it intends to use to provide public safety services.

B. Lessor believes that the services provided by Tenant are of significant benefit to the community and wishes to accommodate Tenant’s request pursuant to the terms and conditions of this Lease.

TERMS AND CONDITIONS

1. Leased Premises. Landlord hereby leases to Tenant the non-exclusive use of space at the top of the Structure and an area approximately 20-24 square feet at the base of the Structure to install and maintain the Antenna Facilities. Tenant shall cooperate with the South Haven Department of Public Works Director to identify appropriate locations for the Antenna Facilities, which shall be documented in writing and shall become a component of this Lease.

2. Term. The Term of this Lease Agreement shall be for five (5) years commencing on the Execution Date and shall automatically renew thereafter on an annual basis unless either party provides written notice of non-renewal to the other at least 60 days prior to the automatic renewal date.

3. Compensation. Landlord accepts as good and valuable consideration for this Lease Tenant’s commitment to provide 911 services to residents of the South Haven area and to comply with the terms and conditions of this Lease.

4. Governmental Approval Contingency. Tenant’s right to use the Leased Premises is contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority.

5. Tenant’s Use.

a. User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant’s use shall be subordinate accordingly:

1. Landlord;
2. Public safety agencies (like Tenant), including law enforcement, fire, and ambulance services, that are not part of the Landlord;
3. Other governmental agencies with uses not related to public safety; and

4. Entities whose antenna offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, wireless internet, etc. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises.

b. Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved Antenna Facilities, and uses customarily incidental thereto, for providing public safety services. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises.

c. Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices and with any applicable FCC rules and regulations. Tenant's installation of the Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations shall be repaired at Tenant's expense within 30 days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

d. Maintenance Improvement Expense. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises, and secured by Tenant.

e. Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Antenna Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment.

f. No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant using the Structure, if any, and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by Landlord.

g. Access. Tenant, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities, only in accordance with the terms of this Subparagraph. Tenant shall have access to the Structure only with the approval of Landlord. Tenant shall request access to the Structure twenty-four (24) hours in advance except in an emergency, and Landlord's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for Tenant to have access to the Structure at some time

other than the normal working hours of Landlord, Landlord may charge Tenant for whatever expense, including employees' wages, that Landlord may incur in providing such access to Tenant. The access granted by this subparagraph is a "license" for purposes of Michigan law, and therefore does not grant any property interest to Tenant.

6. Additional Maintenance Expenses. Upon notice from Landlord, Tenant shall promptly pay to Landlord additional Landlord expenses incurred in maintaining the Leased Premises, including painting or other maintenance of the Structure, that are caused by Tenant's occupancy of the Leased Premises.

7. Utilities / Backup Generator. Tenant shall reimburse Landlord each month for electricity to the Antenna Facilities, which shall be separately metered. Tenant is responsible for providing any other utilities needed for its operation, and must obtain Landlord's consent before further utilities can be installed or connected. Further, Tenant shall be permitted to install and maintain an on-demand backup generator large enough to operate all equipment belonging to VBCO 911 (excludes all third-party equipment) that is currently in operation at the Tower site upon execution of this Lease. Tenant shall be responsible for any costs incurred as a result of the backup generator, including any electrical work that is required as a result of the generator installation.

8. Insurance and Indemnification.

a. Tenant shall, during the term of the Lease, maintain property coverage on all personal property and fixtures owned by Tenant. Tenant acknowledges that Landlord is not responsible for insuring against the loss of Tenant's equipment improvements. Tenant shall maintain a general liability insurance policy with a claim limit of at least One Million and No/100 Dollars (\$1,000,000.00), which shall name SHAWSA as an additional insured. Tenant shall provide sufficient proof of insurance to Landlord before installing the Antenna Facilities on the Structure.

b. Tenant shall hold Landlord harmless from and indemnify Landlord against any and all liability, damage, loss and expense arising or resulting from the acts or omissions or caused by Tenant or Tenant's employees, servants, agents, guests, assigns, subtenants, visitors or licensees, in, upon or about the Leased Premises, the Structure or the adjacent areas, arising out of or related to the use and occupancy of the occupancy or the business or activity conducted with respect to the property, including but not limited to injuries to person or property. This indemnification clause specifically includes reasonable attorney's fees incurred by the Landlord, and Tenant shall reimburse Landlord for attorney's fees as incurred and not only at the termination of the litigation or other dispute necessitating the retention of attorney by Landlord.

9. Damage or Destruction. If the Premises are damaged or destroyed by fire, winds, flood or other natural or manmade causes, Landlord shall have the option to repair or replace the Premises at its sole expense, or to terminate this Lease effective on the date of such damage or destruction. In the event it elects to terminate the Lease, neither Tenant nor Landlord shall have any further obligations hereunder. If Landlord elects to repair or replace the premises, until such repair or replacement is

completed so that the Tenant can resume full operations, the Tenant's rental hereunder shall abate until the premises are restored to a condition that the Tenant can resume full operations at the premises.

10. Tenant Insolvency. It shall be a default by Tenant under this Lease if Tenant makes an assignment for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is filed against Tenant under any state or federal bankruptcy or insolvency law that is not dismissed within 90 days, or whenever a petition is filed by or against (to the extent not dismissed within 90 days) Tenant under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any state or federal law of like import, or whenever a petition shall be filed by Tenant under the arrangement provisions of the United States Bankruptcy Code or similar state or federal law, or whenever a receiver of Tenant, or of, or for, the property of Tenant shall be appointed, or Tenant admits it is insolvent or is not able to pay its debts as they mature.

11. Lease Termination.

a. Events of Termination. Except as otherwise provided herein, this Lease may be terminated as follows:

1. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);
2. By Tenant for cause with 60 days' written notice to Landlord if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business;
3. By Tenant for cause with 60 days' written notice to Landlord if the Leased Premises is or becomes unacceptable for technological reasons including without limitation shadowing or interference under Tenant's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong;
4. By Landlord, upon 60 day's prior written notice to Tenant if its Landlord's governing board decides, for any reason, to use the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Tenant;
5. By Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises;
6. By Landlord if it determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with another user with a higher priority, provided that for a one year

period after termination under this subparagraph, Landlord shall not lease the Leased Premises to another party with equal or lesser priority for the same use as that of Tenant; or

7. By Landlord if it determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the Landlord's governing board.

b. Notice of Termination. The parties shall give Notice of Termination in writing by certified mail, return receipt requested. Such Notice shall be effective upon receipt as evidenced by the return receipt, or such later date as stated in the Notice.

c. Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have 30 days from the termination or expiration date to remove its Antenna Facilities from the Leased Premises, repair the site and restore the surface of the Structure. In the event that Tenant's Antenna Facilities are not removed to the reasonable satisfaction of the Landlord, they shall be deemed abandoned and become the property of the Landlord and Tenant shall have no further rights thereto.

12. Tenant Interference.

a. With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than three business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

b. With Higher Priority Users. If Tenant's Antenna Facilities cause impermissible interference with higher priority users as set forth in under Subparagraph 5(a) above or with pre-existing tenants, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Landlord may at its option terminate this Lease immediately.

c. Interference Study - New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity to the Leased Premises ("Leased Premises Area"), Tenant agrees to provide Landlord, within fifteen (15) days, the frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new

applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies, unless the Landlord or other higher priority user requests the use. In that event, the Tenant and all other tenants who have agreed to this provision shall pay for the necessary interference studies, pro rata.

d. Interference - New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises Area to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Antenna Facilities. Landlord agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with Tenant's Antenna Facilities. Landlord agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

13. Assignment. This Lease may not be sold, assigned, or transferred by Tenant without the written consent of the Landlord.

14. Miscellaneous Provisions.

a. Landlord warrants that it has full right, power, and authority to execute this agreement. Landlord covenants that Tenants, in paying rent and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the leased property.

b. Tenant's obligations hereunder shall be contingent upon Tenant's ability to use the premises for the purpose described in Paragraph (5) above, including but not limited to receipt of all necessary easements, permits, zoning approvals, and regulatory approvals.

c. Tenant shall obtain all necessary governmental and regulatory approvals required for its occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals.

d. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns.

e. This Lease contains the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written agreements.

f. This Lease may be amended in writing only, signed by the parties in interest at the time of such amendment.

g. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any prior or subsequent breach or any provision hereof.

h. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease, and the

remaining provision shall be enforceable in accordance with their terms.

- i. This agreement shall be governed by and construed in accordance with the laws of the State of Michigan. In any dispute resolution proceeding between the parties in connection with this Lease, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs in such proceeding from the other party.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates stated below.

SOUTH HAVEN WATER/SEWER
AUTHORITY

VAN BUREN COUNTY

, Chair

By:

, Secretary

By:

Date: _____, 2020

Date: _____, 2020



County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO: Administrative Affairs Committee
FROM: Anna Cerven/John Faul
DATE: January 12, 2021
RE: CivicClerk - Agenda/Minutes Software

REQUEST:

The request is to utilize another platform from CivicPlus which is their agenda setting platform, CivicClerk.

BACKGROUND:

CivicClerk would replace our current agenda setting software, This was initially investigated in July, 2020, to see what CivicClerk had to offer but with the pandemic and other projects as a bigger priority, we set it aside for a later date.

Clerk Roehm has recently voiced the complications she's been having with the minutes portion of Novus since the pandemic began and we are unsure of what is causing those issues Their customer service center also was unable to give us an answer.

CivicClerk gave another demo and we were very pleased with what they can offer us on the agenda setting side and the minutes portion. The issues with Novus continue to complicate the Clerk's process. CivicClerk would allow her to complete the minutes portion with ease and efficiency.

FINANCIAL IMPACT:

Novus costs us \$7950 annually for a very basic agenda setting software.

The first year of CivicClerk with their implementation costs would be \$8,329 and starting year two, \$6,804 annually.

CivicClerk would be cost effective and offers more within their software than Novus.

This pricing is only valid through January 31, 2021

RECOMMENDATION:

Because of the time constraint, the recommendation is to move to the January 12, 2021 Committee of the Whole to discuss as a full Board and approve at the January 26, 2021 Board of Commissioners meeting.

ATTACHMENTS:

Description



Civic Clerk Proposal



CIVICCLERK

AGENDA MANAGEMENT SYSTEM

Van Buren County, Michigan

DECEMBER 2, 2020



Hannah Meadows | CivicClerk Account Executive | meadows@civicplus.com | 785-370-7814

302 S. 4th Street | Manhattan, KS 66502 | 888-228-2233 | www.civicplus.com

CIVICPLUS



Project Cost



CivicPlus understands the budgetary and limited resource burdens most local governments experience on a daily basis. To assist in easing these burdens, and to help set your community up for success now and in the future, for a limited time only, we are offering special pricing and payment alternatives through our Rebound Program. To take advantage of the offer outlined in this proposal, your contract signing must be completed by January 31, 2021.

Development

- Agenda Management
 - Up to seven boards
 - Custom-developed templates (two Agenda Templates, two Staff Report Templates, one Minutes Template, one Agenda Script Template)
 - System-generated staff reports
- Live Meeting Management
 - Record minutes including motions, votes, speakers, and discussion
 - Display Pages
 - Electronic Voting
- Analytics module access
 - Create and save custom individual views and organizational views
 - Export views as .XLS and .CSV files
- Unlimited users
- Unlimited storage
- Google Drive, OneDrive, and Dropbox integrations

- Public Portal and Accessibility Portal
- Board Portal

Implementation

- Typical project timeline – eight to fourteen weeks
- Historical File Import - up to 7,500 files
- Two hours virtual consulting
- Eight hours virtual training

Annual Services

- Hosting and security
- Software maintenance including service patches and system enhancements
- 24/7 Technical support and access to the CivicPlus community
- Dedicated Client Success Manager
- Annual services are subject to a cumulative five percent technology fee increase beginning year three and beyond

	One-Time Fees	Annual Fees
Standard List Price	\$7,126	\$7,560
Discount	(\$5,601)	(\$756)
Final Price	\$1,525	\$6,804
Total Year 1 Investment (One-Time Fees + Year 1 Annual)	\$8,329	
Annual Fees Beginning Year 2	\$6,804	

Your CivicPlus purchase may be eligible for CARES reimbursement. Consult with your administration to determine if this is an opportunity for your community, and please inform CivicPlus if you will be seeking reimbursement so we can help with any of your documentation needs.

CivicPlus Project Pricing & Invoicing

CivicPlus has endeavored to meet Van Buren County's needs and expectations for your new CivicClerk System based on the information provided. The investment proposal included is subject to change should additional functionality, custom development, or project enhancements, outside of the included scope, be added before contract signing.

CivicPlus prices on a per-project, all-inclusive basis. This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost-effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality of work, outside of the original project scope, is requested. We understand local governments must look beyond just functionality and that multiple factors come into play when determining which vendor can meet not only your functional needs but also your budgetary requirements.

CivicPlus Offers:

Standard CivicClerk Invoicing

- Year 1 fees are due at contract signing
- The first-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, subject to a five percent technology fee uplift each year starting in Year 3 of your contract
- Not available with all CivicPlus products – please contact your sales representatives for more details

CivicPlus Advantage Invoicing

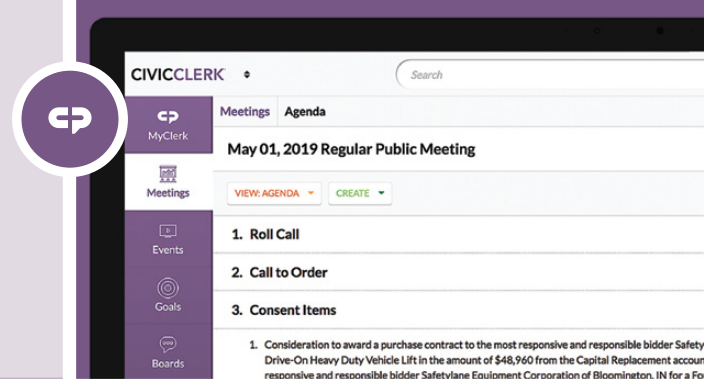
- Customized Billing/Invoicing
 - We can discuss other billing options with you before contract signing and, if feasible, develop a plan that works for all parties
- Zero-interest payments that divide the One-Time Implementation expense of your project over the first three years of your contract
- Each payment will also include your Annual Services and any other fees if applicable
- May not be available with all products offered by CivicPlus

CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible technology solution to their communities. We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Right to Negotiate

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with Van Buren County.

Why CivicClerk?



Clerks & Agenda Administrators

As the primary point of contact and documentation facilitator, clerks benefit from time-saving process automation without having to sacrifice control.

- Custom configurations based on business processes
- Total visibility into the agenda, meeting, and video content from one system
- Assign tasks to stakeholders
- Access to ongoing product education and industry-specific webinars, blog posts, and newsletters

Elected & Appointed Officials

Elected leaders benefit from a reliable and accessible interactive tool to prepare for and participate in public meetings.

- Secure, individual access to meeting materials with full-text search
- Pre- and during meeting annotation and note-taking functionality
- Device agnostic
- Electronic voting

Agenda Contributors

Item Submitters benefit from an easy-to-use interface that makes it faster to collaborate on agendas.

- Pre-formatted staff reports
- Versioning control
- A dashboard display for a quick review of outstanding task assignments
- In-application support

Managers & Administrators

As approvers, department managers and community administrators benefit from accessible collaboration tools and visibility into staff work.

- A user-friendly, intuitive system for all staff members
- Automated workflows
- Versioning control
- Customizable reporting

Information Technology Leaders

Internal IT stakeholders benefit from peace-of-mind and the near-elimination of system questions and complaints.

- Secure, cloud-based hosting
- Unlimited users and storage
- Automatic upgrades
- Built-in integrations with Dropbox, Microsoft's One Drive and Google Drive, and API availability
- 24/7/365 U.S.-based support

Citizens

Members of your community benefit from transparency and accessibility to public meeting content.

- PDF downloads of agendas, packets, minutes, notices, and other documents
- Dedicated citizen portal with email subscriptions and full-text search
- Side-by-side agenda and video display
- Accessibility portal designed to WCAG 2.0 A and AA standards

AGENDA AND MEETING MANAGEMENT

CivicClerk is a comprehensive, collaboration tool to help aggregate information, reports, approvals, and notes in a single, transparent, cloud-based repository. CivicClerk brings teams together, fosters dialogue, and expedites reviews and approvals, offering the critical functionality needed by every stakeholder at their crucial point in the review and approval process.



Meeting Preparation and Item Submission

- Create agenda items and draft staff reports
- Upload attachments
- Submit for approval



Review and Approval from Collaborators

- Receive, review, and revise agenda items
- Assign tasks with due dates
- Visually track item status



Agenda Generation and Publication

- Publish to web and send to board members and subscribed residents
- Easy last-minute additions and agenda revisions



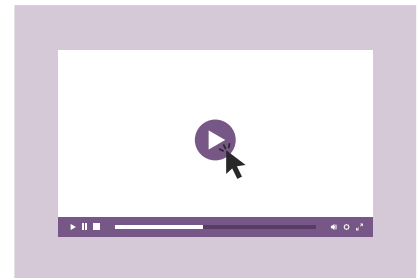
Meeting Participant Preparation

- Board members and citizens view agenda and meeting packet on any device
- Board members create annotations
- Available accessibility portal designed to meet WCAG 2.0 A and AA requirements



Meeting Day

- Queue board members in the Board portal to give visibility to the current item
- Add and call speakers and run speaker timer
- Capture motions, votes, comments, and discussion from the meeting
- Create video bookmarks using CP Media



Post-Meeting

- Make any necessary revisions to meeting actions and discussion recorded during the meeting
- Generate and distribute or publish draft and final meeting minutes
- Use preformatted text snippets to populate your minutes document



Features & Functionality



CivicClerk is the fastest, most intuitive way to streamline the entire agenda management process — from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with CivicClerk is easy with customized workflows, version tracking, and built-in communication tools.

Our innovators designed CivicClerk to offer configuration flexibility so that the system can be scaled from the most simple agenda process to the most complex. Built-in integrations and a suite of APIs make working with other internal applications easy. CivicClerk's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

Fully Integrated, Cloud-Based Software Suite

- User-friendly, modern interface
- Unlimited users
- Unlimited storage
- Highly configurable to your agenda and meeting management processes
- Adaptable permission settings
- Confidential attachments
- Field-level versioning
- Built-in integrations with Dropbox, Microsoft's One Drive and Google Drive and API availability
- Single sign-on through the CivicPlus Platform
- Secure Cloud-Based Hosting
- Automatic Updates
- Customer-Defined Roadmap
- Enhanced Analytics for Data Visibility

Part of the Integrated CivicPlus Platform

Our powerful CivicPlus Platform is the foundation on which all our CivicPlus solutions are built, allowing them to work seamlessly and securely, leveraging existing data, and reducing information silos so your administrative staff can collaborate efficiently. Administrators can take advantage of authentication using our identity provider integrations to provide a single sign-on experience for internal users. The entire system is cloud-based, eliminating the need for internal application management. CivicClerk is hosted in Microsoft's Azure cloud service, providing a stable multi-user environment while ensuring high availability and uptime.

Agenda Management

Flexible, Customized Templates

Standardized templates throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

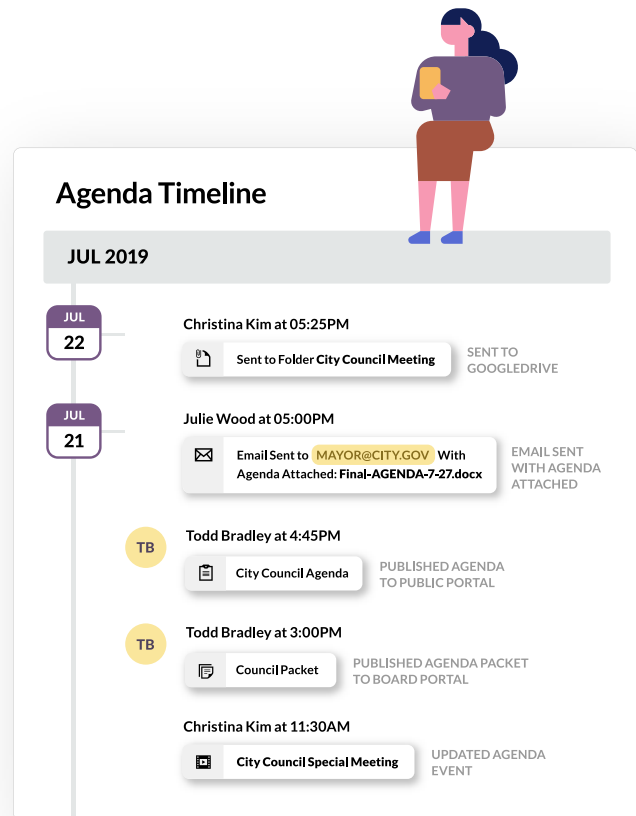
Efficiently Manage Agenda Packets of Any Size

CivicClerk compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.

Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

Convenient, Anytime Agenda Modifications

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically rennumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.



Create Agenda Items in Seconds

CivicClerk's easy-to-use item entry allows staff members to enter agenda items, upload attachments, and send through the workflow with a few clicks. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for CivicClerk to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

Automate Your Approvals Process

The workflow engine in CivicClerk streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.

Custom Tags to Group Like Agenda Items

CivicClerk allows administrators to set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.

Item Fields



INFORMATION

Item Title

Ordinance No. 1234: An Ordinance to Amend the Zoning Code

VERSION HISTORY

1

Short Name

Ord. 1234- Zoning Code Changes

Item ID

2019-608

Agenda Management Features

- Custom-developed agenda and staff report templates
- Bulk and single item actions to easily copy, move, and initiate agenda items
- Pre-formatted text snippets to save time and provide consistency
- Flexible workflow and approvals engine with visual progress indicators
- Automated PDF file conversion
- In-app messaging
- Task assignment
- Full-text search functionality
- Tags to link together like agenda items for greater visibility and enhanced searching capability

Meeting Management

Automated Minutes Setup

CivicClerk's fully integrated Live Meeting Manager will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to the Live Meeting Manager module with a single click.

Keep Up with the Meeting Action

Meetings move fast. Live Meeting Manager's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls. One-click control allows you to update your in-chamber display screens, set your video bookmarks, and queue items in the Board Portal for your elected and appointed officials.

Speaker Manager

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

Automatic Video Bookmarking

Automatically timestamp agenda items to their corresponding discussion in the meeting video so those watching the recording can quickly access topics of interest.

Display Pages

Keep meeting participants informed and engaged by displaying the current item, speaker, or vote results automatically to the constituents attending the meeting.

Flexible Voting

Minutes takers can record motions and votes instantly in Live Meeting Manager or initiate electronic voting when desired. Apply motions and votes to individual agenda items or multiple agenda items as a group.

Live Meeting Management Features

- No prep work required – agenda content automatically pulls over into the Minutes module
- Single screen access to all meeting controls
- Record comments and discussion, roll call, motions and votes, speakers
- Bulk copy available to quickly apply motions and the associated votes to multiple agenda items
- Choice of pre-configured or custom-developed minutes templates
- Pre-formatted text snippets to save time formatting and entering data
- Integrated board portal with electronic voting
- In-chamber display pages show a welcome screen, current item name, current speaker with countdown timer, motion made on the item, vote count recorded for the item
- Integrated video bookmarking with CP Media live streaming and on-demand video service (additional fees apply)
- Multiple concurrent video streams with CP Media (additional fees apply)
- Integrated live and on-demand closed captioning services with optional CP Media (additional fees apply)

Board Portal

Flexible Access

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, OneDrive, Google Drive, or post to the Board Portal. CivicClerk is optimized for all devices, including desktops, laptops, tablets, and smartphones. No separate application required.

A Personal Meeting Repository

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.

The screenshot shows a mobile interface for voting on a current item. At the top, it says 'Vote for Current Item' followed by the ordinance text: 'Ordinance 2020-05: An Ordinance of the City to Add Additional Stop Signs at Various Locations throughout the City'. Below this are three large buttons: 'Yes' (green), 'No' (light gray), and 'Abstain' (light gray). At the bottom right is a blue 'Save' button.

Interactive Meeting Tool

During live meetings, the Board Portal integrates with Live Meeting Manager to allow officials to refer to their review notes and annotations, capture notes within a dedicated field, receive visual cues as the agenda progresses from item to item, see speaker information instantly, and enter electronic votes. Chair View can also be enabled to allow the meeting presider to call speakers and advance agenda items.

Find What You Need- Faster

CivicClerk automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate past items, attachments, minutes, and agendas by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.

Elected/Appointed Officials Board Portal Features

- Secure, individual access to meeting materials
- Annotation and note-taking ability that you can use in pre-meeting preparation as well as in-meeting note-taking
- Optimized for all devices, including desktops, laptops, tablets, and smartphones. No separate application required
- Live speaker name and countdown timer visible for each item
- Visual cues and one-touch access to the current discussion item
- Electronic voting from any device
- Chair View to allow the meeting chair to call speakers and advance agenda items
- Full-text search functionality provides visibility into past meeting content including notes made within the individual's private notes field
- Minutes summary view enables officials to see motions, votes, and any comment or discussion recorded in the meeting minutes for individual items

Citizen Portal

Content Accessibility

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

CivicClerk has a dedicated accessibility portal that gives members of the public complete access to your meeting content. Closed captioning is also available with our CP Media service for live streaming and on-demand video. Additional fees apply for CP Media and closed captioning.

Content Transparency

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping citizens engaged and informed.



Citizen Portal Features

- Citizen portal iframe to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Side-by-side agenda and video display with CP Media (additional fees apply)
- Optional Motions and Vote minutes display updates the HTML agenda view to allow citizens to quickly see the final disposition of agenda items without having to read full minutes documents
- Accessibility portal designed to WCAG 2.0 A and AA standards

The CivicPlus Platform

CivicClerk is part of the CivicPlus Platform, the integrated technology platform for local government, which means local governments minimize the need to rely on various third-party providers for multiple technology solutions.

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- Easily access all purchased CivicPlus products and integrated solutions from one dashboard and toolbar
- Access to a continually growing and fully documented set of APIs in order to better connect your organization's processes and applications
- Centralized data store built on the HCMS with robust data automation and integration capabilities

Integration Hub

Your time is too valuable to be spent downloading finalized meeting documents and data to share across varied communication channels. With the new CivicPlus Integration Hub, you can create custom integrations to connect CivicClerk with other products on the CivicPlus Platform to automate the delivery of that information just about anywhere.

With the easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).



The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with CivicClerk today:

- Automatically add agenda or minute files to the Document Center to be displayed on your CivicEngage website after they are published in CivicClerk.
- Set-up a workflow to post in News Flash once you've published your CivicClerk meeting documents.

Shorten your pre-meeting to-do list and send your meeting information instantly with a custom integration using the Integration Hub.



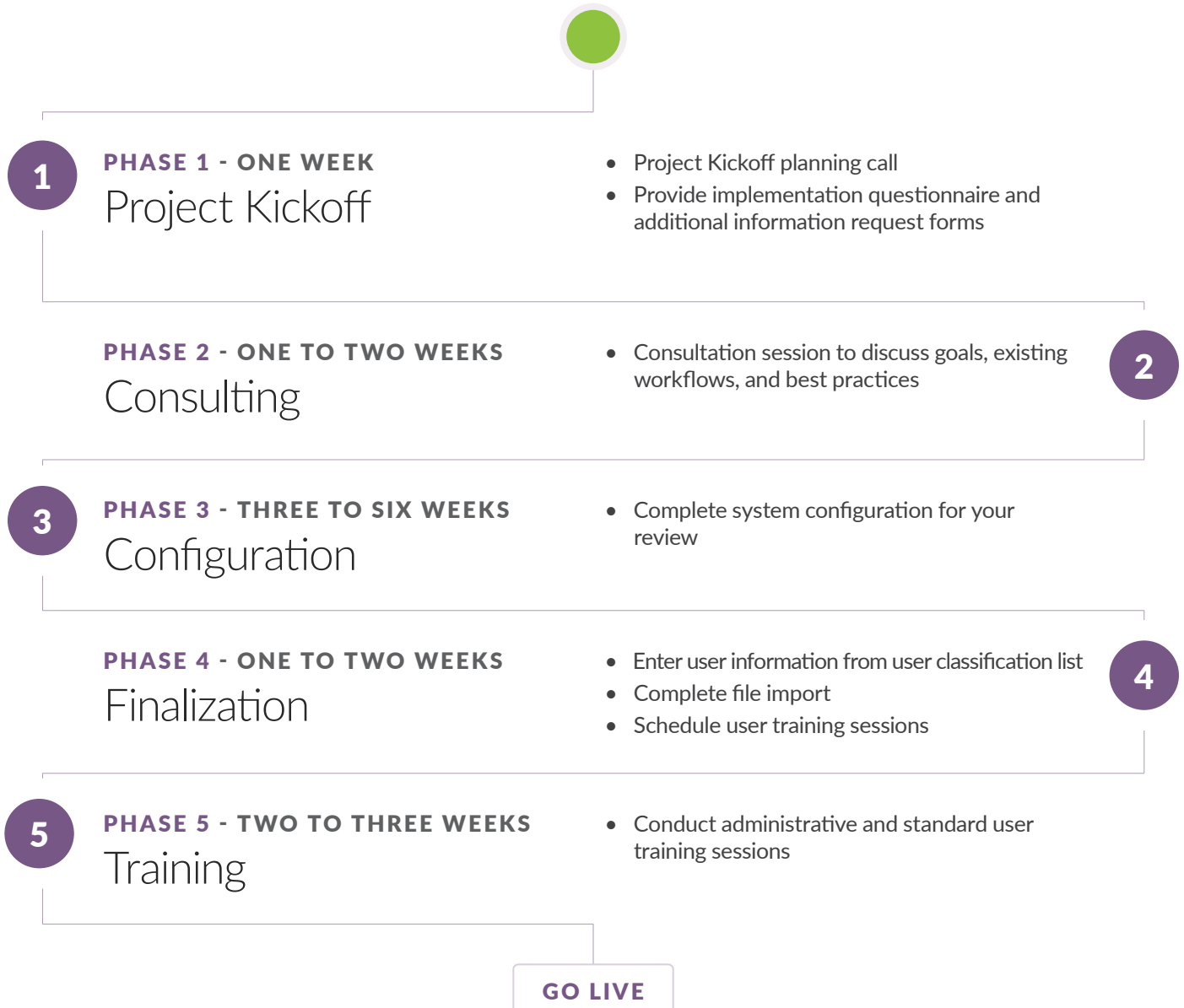
Implementation



Project Timeline – Eight to Fourteen Weeks

While every CivicClerk implementation is unique, the following timeline can provide you information about the different implementation stages and what you can expect at each stage.

Your Implementation Consultant will work with you at project kickoff to set a specific timeline for your project based on your meeting schedule, your internal staff availability, and other factors that may be relevant to ensure your successful go live.

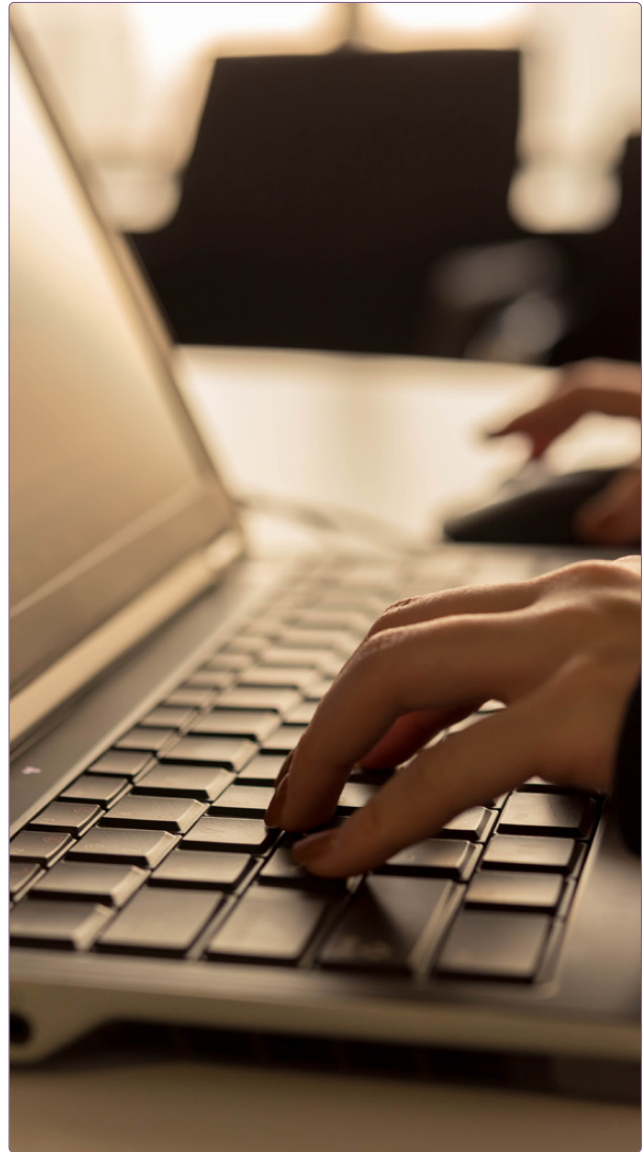


Implementation Plan

Implementation & Support Experience Designed for You

CivicClerk has the experience and expertise to help any administration, whether in a community of one thousand or one million, to transform the entire meeting management process. We know an agenda management system can't be a one size fits all solution. Our implementation consultants will work with your staff to apply best practices to ensure that your CivicClerk solution is tailored and optimized for the needs of your administration. As your organization grows or processes and requirements change, administrators have full access to make configuration changes as needed so that your solution doesn't have to remain stagnant.

Truly intuitive software shouldn't require weeks of training or complex manuals to operate. We designed our CivicClerk training process to get your staff comfortable navigating the system and understanding how the software fits with your specific agenda management process. A typical standard user staff training session takes less than an hour and can be attended virtually or on-site, depending on your preference. After training, your users will feel empowered by our in-application support tools, a full online help center, as well as phone, email, and live chat support with members of the dedicated, award-winning CivicClerk Technical Support team.



Historical File Import

As part of your implementation project, CivicClerk will import up to 7,500 Word and/or PDF documents to your new system. The process includes indexing your imported agendas for keyword searching and retrieval. You and your citizens will still have access to this historical information with increased functionality.

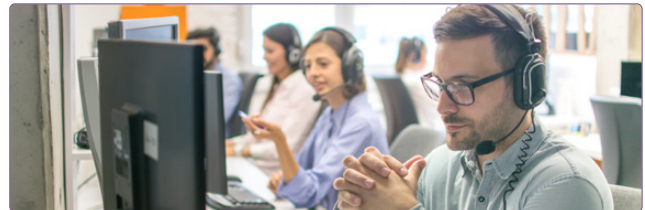


Ongoing Services

Award Winning Team

In February 2020, our Technical Support Team was presented with a Silver Stevie® Award in the Front-Line Customer Service Team of the Year - Technology Industries category, and a Bronze Stevie® Award in the Customer Service Training or Coaching Program of the Year - Technology Industries category. This is the second consecutive year that CivicPlus' Technical Support Team has earned Stevie honors.

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.



Around-the-Clock Service & Support

Technical & Ongoing Support

- Live support personnel based in the U.S.
- Weekday business hours: 7 a.m. – 7 p.m. (CST)
- Contact via phone, email, and live chat
- 4-hour response during business hours
- 24/7 emergency support
- Self-Service CivicPlus Help Center for tutorials and user guides
- Assigned Client Success Manager to ensure your complete and ongoing satisfaction

Maintenance

- Regular review of site logs, error messages, servers, router activity, and the internet in general
- Full backups performed daily
- Regularly scheduled upgrades, fixes, enhancements, and OS system patches

Hosting & Security

- Fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model
- All processing and data storage is done within this environment using a mix of Azure Virtual Machines and Storage Accounts
- 24/7/365 system monitoring with guaranteed 99.9% uptime (excluding maintenance)
- Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions
- All data is written to a GRS account which creates copies of that data in data centers across multiple Azure regions - data is always accessible
- Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines

Company Overview



At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, including solutions for website design & content management, recreation management, mass communications, agenda & meeting management, employee management, 311 & citizen requests, and digital optimization.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

CivicClerk, a CivicPlus company, delivers years of experience in agenda and meeting management software as a service technology that has been designed specifically to meet the needs of municipalities and their staff and officials. We consider it a privilege to partner with our clients and provide them with a solution that will serve their needs today and well into the future.



20+

years of experience with a focus to help local governments

350+

employees, many with experience in local government

4,000+

local government clients across the United States and Canada



10-time Inc.
5000 Honoree



www.govtech.com/100



County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO: Administrative Affairs Committee
FROM: John Faul
DATE: January 12, 2021
RE: Palisades Community Advisory Panel (CAP)

REQUEST:

The request is to establish a County based Community Advisory Panel (CAP) in preparation for the closure of Palisades Power Plant, the transfer of ownership from Entergy to Holtec, and the resultant Nuclear Regulatory Commission (NRC) decommissioning process.

BACKGROUND:

The decommissioning of Palisades will begin following the plant's closure and reactor defueling in 2022 under continued regulation of the U.S. Nuclear Regulatory Commission (NRC). Under federal law, Palisades must be decommissioned by safely removing the unit from service and reducing residual radioactivity to a level that permits release of the property for unrestricted reuse. Per the NRC, the federal government has strict rules governing nuclear power plant decommissioning, involving cleanup of radioactively contaminated plant systems and structures, and removal of the plant's spent fuel. These federal requirements protect workers and the public during the entire decommissioning process and once completed. By federal law, the decommissioning of a nuclear plant must be completed within 60 years of permanently ceasing operations.

The permanent plant shutdown, reactor defueling, decommissioning, site remediation, spent fuel management and removal, and potential site reuse, among other issues at the Palisades Power Plant, are issues of public interest. In response, it is recommended that the Board of Commissioners form a Palisades Community Advisory Panel (CAP) to provide for open communication, public involvement, and education issues related to the Palisades Power Plant shutdown and decommissioning.

At the December 8, 2020 Committee of the Whole meeting, the Board approved the formation of the CAP and instructed staff to work on the details of the Bylaws and membership, and report back to the Administrative Affairs Committee for further discussion and direction. Membership is to reflect diverse interests, backgrounds and areas of professional expertise including State, Tribal and Local Units of Government; Public Health; Education; the Environment; Emergency Preparedness; Labor; Business; the General Public; and Plant Owners.

RECOMMENDATION:

The recommendation is to review the draft membership list and Bylaws and recommendations for further discussion and direction at the February 9, 2021 Administrative Affairs Committee

with the goal of the full Board formally establishing the CAP in the first quarter of 2021.

ATTACHMENTS:

Description

- ▢ **PalisadesCAP_Charter_2021DRAFT**
- ▢ **PalisadesCAP_Membership_2021DRAFT**

PALISADES COMMUNITY ADVISORY PANEL CHARTER

I. PURPOSE

- A. The Community Advisory Panel (CAP) is established to provide for open communication, public involvement, and education on decommissioning issues for the Palisades Power Plant in Covert Township, Van Buren County, Michigan. The CAP will serve as a channel of community involvement with Palisades.
- B. The CAP will evaluate and comment upon data and other information provided by Palisades and other reliable official sources. Information provided by Palisades may include (1) publicly available information regarding the balance of the Palisades nuclear decommissioning trust fund; (2) the status of decommissioning activities (including spent nuclear fuel management and site restoration work); and (3) filings submitted to the U.S. Nuclear Regulatory Commission (NRC).
- C. The NRC has exclusive jurisdiction over the radiological decommissioning of nuclear facilities. Therefore, the CAP will function in an advisory capacity and shall have no role in directing the decommissioning or related work at Palisades. Palisades will consider advice or recommendations made by the CAP, but it has no obligation to act on such advice or recommendations.

II. ORGANIZATION AND MEMBERSHIP

- A. Membership
 - 1. The CAP will reflect the diverse viewpoints of residents within the Palisades primary Emergency Planning Zone (EPZ), which includes portions of Allegan, Berrien, and Van Buren counties.
 - 2. The CAP will consist of thirty-three (33) members as follows:
 - i. Three (3) members of the Van Buren County Board of Commissioners, to be selected by the Van Buren County Boards of Commissioners;
 - ii. The Administrator of Van Buren County, or his or her designee;
 - iii. The Administrator of Berrien County, or his or her designee;
 - iv. The Supervisor of Covert Township, or his or her designee;
 - v. The Supervisor of South Haven Township, or his or her designee;
 - vi. The City Manager of the City of South Haven, or his or her designee;
 - vii. The Tribal Council Chairman of the Pokagon Band of Potawatomi, or his or her designee;
 - viii. The Van Buren County Drain Commissioner, or his or her designee;
 - ix. The Superintendent of Covert Public Schools, or his or her designee;
 - x. The Superintendent of the Van Buren Intermediate School District, or his or her designee;
 - xi. The County Health Officer/Administrator for the Van Buren-Cass District Health Department, or his or her designee;

- xii. One (1) representative of the Van Buren District Library board;
 - xiii. Three (3) members representing law enforcement/emergency preparedness agencies for the Palisades 10-mile EPZ, including one (1) representative from each Allegan, Berrien, and Van Buren counties;
 - xiv. One (1) representative of the Michigan Department of Environment, Great Lakes, and Energy – Radiological Emergency Preparedness Unit;
 - xv. One (1) representative of the Michigan Department of Natural Resources – Saugatuck Dunes and Van Buren State Park;
 - xvi. One (1) representative of the Michigan Public Service Commission;
 - xvii. One (1) representative of the Utility Workers Union of America (UWUA) who is a present employee at Palisades;
 - xviii. One (1) representative of the United Government Security Officers of America (UGSOA) who is a present employee at Palisades;
 - xix. One (1) representative of the Laborers International Union of North America (LiUNA), to be selected by the Business Manager of the Local 355;
 - xx. Two (2) representatives of the licensee and owner of Palisades;
 - xxi. Two (2) representatives from Southwest Michigan-based conservation/environmental organizations, to be selected by the Van Buren County Board of Commissioners;
 - xxii. One (1) representative of a Southwest Michigan-based Lake Michigan homeowners association, to be selected by the Van Buren County Board of Commissioners;
 - xxiii. Two (2) representatives organizations representing the local business community, to be selected by the Van Buren County Board of Commissioners;
 - xxiv. Three (3) citizen representatives, including one (1) from each Covert Township, South Haven Township, and the City of South Haven, to be selected by the Van Buren County Boards of Commissioners.
- 3. For the members identified in paragraphs (i) through (xi), above, membership on the CAP extends to them for the duration of their time serving in their official position. Membership on the CAP is conferred on the basis of their election or appointment to the position listed and not to any of them in their individual or personal capacity. Where as stated, said membership may be delegated, assigned, or otherwise transferred to another person.
 - 4. For the members identified in paragraphs (xii) through (xx), above, membership on the CAP shall be conferred by the organization named, with the understanding that a CAP member(s) so appointed should serve on the panel for at least two (2) years.
 - 5. For the members identified in paragraphs (xxi) through (xxiv), above, membership on the CAP shall be for a minimum two (2) year term. Said membership cannot be delegated, assigned, or transferred to another person.
 - 6. Termination of membership will automatically occur in the event that three (3) consecutive CAP meetings have been missed without prior notification to and approval by the Chairperson.

7. Membership shall be resigned by writing to the Chairperson of the CAP. The Chairperson shall immediately forward a copy of such resignation letter to the Palisades Government Affairs Department and the represented body.
 8. Member vacancies will be filled by the same way they were originally filled. All vacancies must be filled consistent with the criteria for membership stated above. The term of a member filling a vacancy will end at the same time as it would have for the member being replaced. Vacancies created by the expiration of a member's term will be filled as stated in this section.
- B. OFFICERS - A Chairperson and Vice-Chairperson shall be selected by the Van Buren County of Board of Commissioners.
- C. COMMITTEES - Committees, sub-committees, or similar working groups may be designated by the Chairperson as needed to carry out the work of the CAP. Such committees, subcommittees, or working groups serve at the discretion of the Chairperson.
- D. DUTIES
1. Chairperson shall perform the following duties:
 - i. Call meetings of the CAP.
 - ii. Prepare and/or approve agenda for meetings.
 - iii. Preside at CAP meetings.
 - iv. Appoint Secretary of CAP and provide for the keeping of meeting minutes in the Secretary's absence.
 - v. Certify the accuracy of meeting minutes after approval by CAP membership.
 - vi. Submit to the Palisades Government Affairs Department all recommendations adopted by the CAP.
 - vii. Forward member resignation letters to the Palisades Government Affairs Department and the selecting body.
 2. Vice-Chairperson shall perform all the duties of the Chairperson in his/ her absence.
 3. Secretary shall perform the following duties:
 - i. Keep minutes of all CAP meetings including a record of members present and a complete and accurate description of matters discussed and conclusions reached.
 - ii. Provide the originals of all CAP records to the Palisades Government Affairs Department for retention and public inspection.
 - iii. Work with Palisades to ensure the smooth flow of information to the CAP and public.

III. MEETINGS

- A. Frequency - The CAP will meet on an as-needed basis, but no more than four (4) times per calendar year or as called by the Chairperson.
- B. Open Meetings - All CAP meetings will be open to the public.

1. All meetings will have a public comment period.
 2. Issues brought before the CAP that are not on the meeting agenda will only be added to that meeting's agenda following an affirmative vote of two-thirds of all CAP members. If the vote falls short of the two-thirds majority, the issue will be placed on the agenda of the next CAP meeting.
 3. Meetings will be announced a minimum of one (1) week in advance. Meeting agendas and other materials sent to CAP members prior to meetings will be available to the public one (1) week in advance at a designated webpage.
- C. Reimbursement - Members of the CAP will not be reimbursed for travel or other expenses incurred by them in the performance of their duties as members.
- D. Quorum – Seventeen (17) members will constitute a quorum for a meeting of the CAP at which a vote or other official action is to be taken. In the absence of a quorum, the CAP may convene the meeting and adjourn until such time as a quorum is present. No official action may be undertaken by the CAP at a meeting which lacks a quorum.
- E. Majority Vote - Wherever this Charter refers to a "majority vote," it means a simple majority of the seventeen (17) members of the CAP. "Majority vote" does not mean a majority of the CAP members present and voting at a particular meeting. If no quorum is present, the CAP cannot vote on any matter, except adjournment, or take any official action of any kind. Minority reports will be part of the CAP record.
- F. Rules - Roberts Rules of Order will govern all CAP meetings.
- G. Minutes - Minutes shall be kept of all CAP meetings and will include a record of members present, a complete and accurate description of matters discussed and conclusions reached, and copies of all reports received, issued or approved by the CAP.
- H. Records - The records of the CAP consist of this Charter, meeting agendas, meeting minutes, reports submitted to or drafted by the CAP, studies made available to or prepared by the CAP, correspondence to or from the CAP. All such records shall be made available to the public. As appropriate, records may also be available on a web site (or portion of a web site) dedicated to the Palisades decommissioning project.

IV. TERM

- A. The CAP shall exist and operate for an initial term of six (6) years, beginning January X, 2021, and ending January X, 2027. The continuation of the CAP beyond its initial term shall be determined by the CAP at a public meeting convened no earlier than December 31, 2025.

	First Name	Last Name	Organization	Title	Phone	Email	Notes
1	Richard	Godfrey	Van Buren County Board of Commissioners	Chair	269-251-8342	godfreyr@vbco.org	
2	Gail	Patterson-Gladney	Van Buren County Board of Commissioners	Commissioner	269-598-0366	gladneyg@vbco.org	Represents Covert, South Haven
3	Mike	Chappell	Van Buren County Board of Commissioners	Commissioner	269-208-1526	chappellm@vbco.org	
4	John	Faul	Van Buren County	Administrator	269-657-8253	admin@vbco.org	
5	Brian	Dissette	Berrien County	Administrator	269-214-0747	bdissette@berriencounty.org	Former South Haven City Manager
6	Joe	Parman	Van Buren County	Drain Commissioner	269-657-8241	parmanj@vbco.org	Soil Erosion and Sedimentation Control Program
7	Robert	Kirk	Van Buren County Office of Domestic Preparedness	Lieutenant	269-657-7786	kirk@vbco.org	
8	Rockey	Adams	Berrien County Emergency Management	Captain	269-313-0492	radams1@berriencounty.org	
9	Scott	Corbin	Allegan County Emergency Management		269-673-0571	scorbin@allegancounty.org	
10	Charyl	Kirkland	Michigan Public Service Commission	TBD	517-284-8227		Operations and wholesale markets
11	Greg	Gothard	Michigan Dept. of Environment, Great Lakes, and Energy	TBD	517-614-7317		Radiological preparedness unit
12	Matt	Metzger	Michigan Dept. of Natural Resources	Plainwell District Supervisor	269-204-7044	ionesg@michigan.gov	Saugatuck Dunes and Van Buren State Park
13	Jeffery	Mills	Van Buren Intermediate School District	Superintendent	269-208-2493	jmills@vbsd.org	
14	Yolanda	Brunt	Covert Public Schools	Superintendent	269-764-3711	brunty@covertps.org	
15	Matt	Wesaw	Pokagon Band of Potawatomi	Chair	269-462-4241	matthew.wesaw@pokagon.com	
16	Dennis	Palgen	Covert Township	Supervisor	269-764-8986	supervisor@coverttwp.com	
17	Wayne	Rendell	Covert Townshiop	Resident	269-487-6313	mkr12450@hotmail.com	Covert Community Foundation; former Supervisor
18	Ross	Stein	South Haven Township	Supervisor	269-637-6746	steins1983@gmail.com	
19	Mike	DeGrandchamp	South Haven Township	Resident			
20	Kate	Hosier	City of South Haven	Manager	269-637-0775	khosier@south-haven.com	
21	Robert	Burr	City of South Haven	Resident	616-405-2323	r.burr2@frontier.com	Tourism Bureau; former Mayor
22	Kathy	Wagaman	South Haven Area Chamber of Commerce	Executive Director	269-637-5171	director@southhavenmi.com	
23	Al	Pscholka	Kinexus	Vice President	269-927-1064	alpscholka@comcast.net	Former member Michigan House of Rep.
24	Jeffery	Elliott	Van Buren-Cass District Health Dept.	Health Officer/Administrator	269-657-3101	jeffe@vbcassdhd.org	
25	Bruce	Cutting	Van Buren District Library Board	Chair	269-657-4720	cutting@ontrakcom.com	
26	Peter	Ter Louw	Southwest Michigan Land Conservancy	President/Exec. Dir.	269-324-1600	terlouw@swmlc.org	
27	Carl	Druskovich	Van Buren Conservation District	Board Member	269-423-7342	cdruskovich@gmail.com	DDS; Hamilton Township Supervisor
28	Don	Olendord	Lake Michigan Shore Homeowners Association	Member	269-208-9286	donolendorf@gmail.com	
29	George	Stieber	Utility Workers Union of America Local 150	Vice President	269-808-0813	gstiebe@entergy.com	Onsite non-security bargaining unit
30	Cole	Brevis	United Government Security Officers of America	Security Officer		cbrevis@entergy.com	Onsite security bargaining unit
31	Arlandar	Washington	Laborers International Union of North America Local 355	Business Mananger	269-317-4497	wash355@gmail.com	SWMI construction laborers at Palisades
32	TBD	TBD	Entergy	TBD		nculp@entergy.com	Palisades Site Vice President of Decom Dir.
33	TBD	TBD	Entergy	TBD		nculp@entergy.com	Company representative