



West Michigan Regional Water Authority

4814 Henry Street

Norton Shores, MI 49441

Rescheduled Meeting Agenda

June 7, 2018 – 10:30 a.m.

Location: City Hall – City of Norton Shores

- A) Call to Order by Chair
- B) Adoption of Agenda
- C) Adoption of minutes from the Special Meeting of February 23, 2018
- D) Public forum/Public input
- E) Committee Reports
- F) Treasurer's Report
 - 1. Transfer of Cell Antenna Rental funds from the County of Muskegon
- G) Old/New Business
 - 1. Unit Price Bid for Water Main Replacement/Upgrade on Broadway Avenue from Bailey Street to US-31
 - 2. Water Main Break – Seaway Drive at Grand Haven Road – Emergency Repair Approval
 - 3. T-Mobile request for Lease Amendment on Water Tower
 - 4. SCADA/ Altitude Valve Update
- H) Comments from the Board
- I) Adjournment

WEST MICHIGAN REGIONAL WATER AUTHORITY
Minutes of February 23, 2018 Board Meeting

A special meeting of the West Michigan Regional Water Authority was called to order on Friday, February 23, 2017 at 9:02 a.m. in the Small Conference Room, Norton Shores City Hall, 4814 Henry Street.

Members Present: Board Members Jerry Bartoszek, Mike Huston, Ron Langlois and Heidi Tice

Adoption of Agenda

The adoption of the agenda was accepted by consensus.

Adoption of Minutes

Treasurer Mike Huston moved to adopt the minutes from the regular meeting of January 25, 2018. The motion was seconded by Vice Chair Heidi Tice. The motion was carried unanimously.

Public Forum/Public Input

Old/New Business:

1. Budget FY-2019

Chair Jerry Bartoszek presented a proposed FY-2019 budget to the board. Vice Chair Heidi Tice moved to adopt the FY-2019 budget as proposed. The motion was seconded by Secretary Ron Langlois. The motion was carried unanimously.

2. FY-2019 Water Rates

Vice Chair Heidi Tice moved to keep the water rates at \$2.04/1,000 gallons. This motion was seconded by Treasurer Mike Huston. The motion was carried unanimously.

Comments from the Board

Vice Chair Heidi Tice inquired about the status of the level control valve replacement at the Airline Road water tower. Secretary Ron Langlois stated that it was in the works and an email approving the quote was sent. Ron also stated that SCADA was not complete.

Chair Jerry Bartoszek provided an update on the money that is in escrow from the County. He stated that Matt Farrar has not responded to his email and that he would follow up again. Vice Chair Heidi Tice asked whether we still have a bond with the

County Jerry stated there is one until May 2020. Treasurer Mike Huston stated that we could use the fund balance to pay off the bond and cut the interest down.

The meeting adjourned at 9:26 a.m.

Ron Langlois, Secretary

RESOLUTION

WHEREAS, the County of Muskegon bonded under Public Act 185 for improvements to the Norton Shores/Fruitport Township Regional Water System for improvements in 2000, and

WHEREAS, the County has an ownership interest in the regional system due to the bond sale until the bonds are paid off in 2020, and

WHEREAS, three cell phone companies have been renting space on the regional water tower and paying monthly rental to the County, and

WHEREAS, the County has been placing the rental revenue into a separate fund for improvements to the regional water system, and

WHEREAS, the Norton Shores/Fruitport Township Regional Water System has been replaced by the West Michigan Regional Water Authority, and

WHEREAS, the West Michigan Regional Water Authority has requested the County to transfer the available funds from the cell company rental to be used for system improvements, and

WHEREAS, the County Board of Public Works has approved the release of the funds;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the transfer of the available cell company rental funds from the County of Muskegon to the West Michigan Regional Water Authority for the use on improvements to the regional water system.

At a regular meeting of the City Council of the City of Norton Shores, held at the Norton Shores Branch Library, 705 Seminole Road, on the 1st day of May, 2018, the foregoing resolution was moved for adoption by Council Member Moulatsiotis. The motion was supported by Council Member Morgenstern.

Ayes: Council Members Beecham, Cross, Flanders, Hylland Morgenstern, Moulatsiotis, Sladick and Mayor Nelund

Nays: None

Absent: Council Member Jurkas

Resolution declared adopted.


Shelly Stibitz, City Clerk

RESOLUTION

WHEREAS, the County of Muskegon bonded under Public Act 185 for improvements to the Norton Shores/Fruitport Township Regional Water System for improvements in 2000, and

WHEREAS, the County has an ownership interest in the regional system due to the bond sale until the bonds are paid off in 2020, and

WHEREAS, three cell phone companies have been renting space on the regional water tower and paying monthly rental to the County, and

WHEREAS, the County has been placing the rental revenue into a separate fund for improvements to the regional water system, and

WHEREAS, the Norton Shores/Fruitport Township Regional Water System has been replaced by the West Michigan Regional Water Authority, and

WHEREAS, the West Michigan Regional Water Authority has requested the County to transfer the available funds from the cell company rental to be used for system improvements, and

WHEREAS, the County Board of Public Works has approved the release of the funds;

NOW, THEREFORE, BE IT RESOLVED that the Fruitport Township Board of Trustees authorizes the transfer of the available cell company rental funds from the County of Muskegon to the West Michigan Regional Water Authority for the use on improvements to the regional water system.

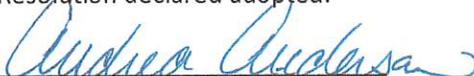
At a regular meeting of the Fruitport Township Board of Trustees, held at the Fruitport Township Hall, 5865 Airline Road, on the 14th day of May, 2018, the foregoing resolution was moved for adoption by Andrea Anderson. The motion was supported by Todd Dunham and carried.

Ayes: Todd Dunham, Andrea Anderson, Heidi Tice, Rose Dillon, Greg Hulka

Nays: none

Excused: none

Resolution declared adopted.


Andrea Anderson, Township Clerk


Heidi Tice, Township Supervisor

Jerry Bartoszek

From: Jerry Bartoszek
Sent: Tuesday, May 15, 2018 9:28 AM
To: 'Farrar, Matthew'
Cc: 'Ron L. Langlois'; Mike Huston; 'Heidi K. Tice'
Subject: RE: Water Authority Minutes

Matt,

Both Norton Shores and Fruitport Township have approved the funds from the cell antenna rental to be released to the Water Authority. Please transfer all available funds to the West Michigan Regional Water Authority.

Jerry Bartoszek
City of Norton Shores
Public Works Director
231-799-6803

-----Original Message-----

From: Farrar, Matthew [mailto:FarrarMa@co.muskegon.mi.us]
Sent: Monday, April 16, 2018 12:53 PM
To: Jerry Bartoszek
Cc: 'Ron L. Langlois'; Mike Huston; 'Heidi K. Tice'
Subject: RE: Water Authority Minutes

Jerry,

The Board of Public Works passed the attached action last Thursday. What we need from the Authority is a request in writing so we have back-up (it's an account thing). Here are your options:

1. The County can send you a check for \$700,553.66 as reflected in the Authority's minutes (which would serve as the request). If this is OK, you do not need to do anything. However,
2. There is \$759,093 available in the fund and the BOPW has authorized transferring "all available funds." If you want the higher amount, just send me a short letter, with Authority letter head, stating such ("Please disburse the available funds in Water Supply Fund 8711 to the West Michigan Regional Water Authority.").

Thank you,

Matthew Farrar
Muskegon County
Department of Public Works
131 East Apple Avenue
Muskegon, MI 49442
(231) 724-6411

-----Original Message-----

From: Farrar, Matthew

Sent: Wednesday, April 04, 2018 10:39 AM
To: 'Jerry Bartoszek'
Subject: RE: Water Authority Minutes

Thank you. A motion and resolution was prepared by Doug and is going to the BOPW. The amount is \$759,093.

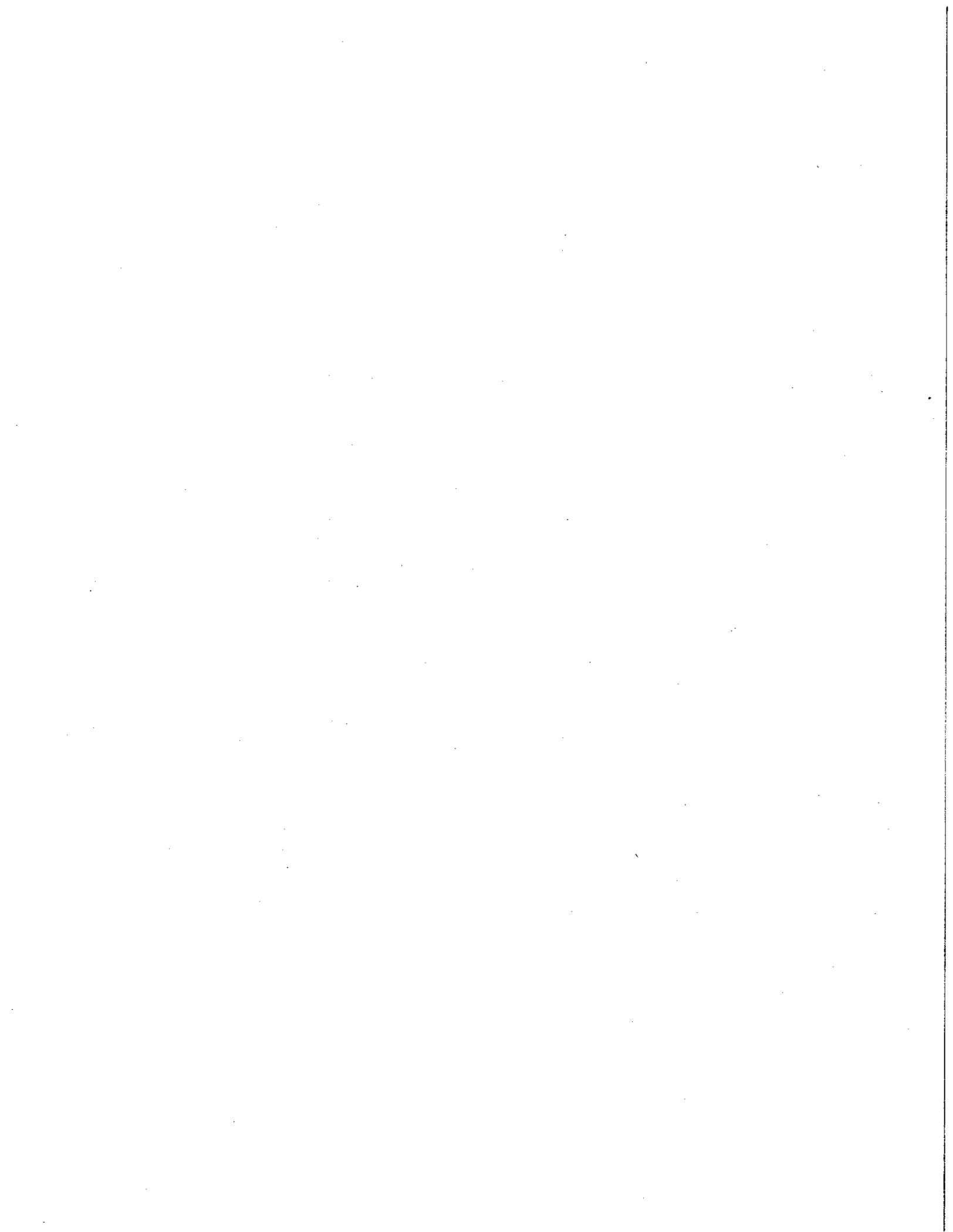
Matthew Farrar
Muskegon County
Department of Public Works
131 East Apple Avenue
Muskegon, MI 49442
(231) 724-6411

-----Original Message-----

From: Jerry Bartoszek [mailto:JBartoszek@NortonShores.org]
Sent: Wednesday, April 04, 2018 10:33 AM
To: Farrar, Matthew
Subject: Water Authority Minutes

See item #1.

Jerry Bartoszek
City of Norton Shores
Public Works Director
231-799-6803



Jerry Bartoszek

From: Jim Murphy
Sent: Friday, June 01, 2018 3:19 PM
To: Jerry Bartoszek
Cc: Matthew Anderson
Subject: WMRWA Share of Phase 1 of Broadway
Attachments: Broadway Phase 1 - Pay#RegWater.pdf

Jerry:

I have estimated the WMRWA Share of the Broadway Project costs to be as follows:

Construction of Water Main = \$473,312.54
Engineering (25%) = \$99,825.00
Contingency (10%) = \$47,331.25

Total for Phase 1 = \$620,468.75

James R. Murphy, PE
City Engineer
City of Norton Shores
4814 Henry Street
Norton Shores, MI 49441
Phone: (231) 799-6803
Fax: (231) 798-7234

Broadway Reconstruction, Phase 1

55.3327%

Federal Share=

Pay Item #	Payment Units Quantity	Pay Item	Percent	Unit Cost	Total Items	Total Item Cost	MDOT Part Qty	MDOT Share	Remaining Share	Water Authority Share
100	1	Mobilization	19%	\$ 70,000.00	1	\$ 70,000.00		\$38,732.91	\$31,267.09	\$ 5,940.75
100	31	Machine Grading, Modified	19%	\$ 3,140.00	31	\$ 97,340.00		\$53,860.88	\$43,479.12	\$ 8,261.03
650	26	Barricade, Type III, HI DS, Furn	19%	\$ 40.00	26	\$ 1,040.00		\$575.46	\$464.54	\$ 88.26
660	26	Barricade, Type III, HI DS, Oper	19%	\$ 5.00	26	\$ 130.00		\$71.93	\$58.07	\$ 11.03
670	1	Minor Traf Device	19%	\$ 2,170.00	1	\$ 2,170.00		\$1,200.72	\$969.28	\$ 184.16
690	50	Plastic Drums, HI, Furn	19%	\$ 11.00	50	\$ 550.00		\$304.33	\$245.67	\$ 46.68
700	50	Plastic Drums, HI, Oper	19%	\$ 1.00	50	\$ 50.00		\$27.67	\$22.33	\$ 4.24
710	379	Sign, Type B, Temp Pri, Furn	19%	\$ 2.00	379	\$ 758.00		\$419.42	\$338.58	\$ 64.33
720	379	Sign, Type B, Temp Pri, Oper	19%	\$ 1.00	379	\$ 379.00		\$209.71	\$169.29	\$ 32.16
730	128	Sign, Type B, Temp Pri, Special, Furn	19%	\$ 4.00	128	\$ 512.00		\$283.30	\$228.70	\$ 43.45
740	128	Sign, Type B, Temp Pri, Special, Oper	19%	\$ 1.00	128	\$ 128.00		\$70.83	\$57.17	\$ 10.86
750	1	Traf Regulator Control	19%	\$ 3,525.00	1	\$ 3,525.00		\$1,950.48	\$1,574.52	\$ 299.16
760	10	Pedestrian Type II Barricade, Temp	19%	\$ 55.00	10	\$ 550.00		\$304.33	\$245.67	\$ 46.68
780	32	Turf Establishment	19%	\$ 300.00	32	\$ 9,600.00		\$5,311.94	\$4,288.06	\$ 814.73
790	11	Fire Hydrant		\$ 2,480.00	11	\$ 27,280.00			\$27,280.00	\$ 27,280.00
800	11	Gate Valve and Box, 6 inch		\$ 1,110.00	11	\$ 12,210.00			\$12,210.00	\$ 12,210.00
810	10	Gate Valve and Box, 8 inch		\$ 1,490.00	10	\$ 14,900.00			\$14,900.00	\$ 14,900.00
820	1	Gate Valve and Box, 12 inch		\$ 2,530.00	1	\$ 2,530.00			\$2,530.00	\$ 2,530.00
830	9	Gate Valve and Box, 16 inch		\$ 6,650.00	9	\$ 59,850.00			\$59,850.00	\$ 59,850.00
840	8	Hydrant, Rem		\$ 410.00	8	\$ 3,280.00			\$3,280.00	\$ 3,280.00
850	216	Water Main, 6 inch, Tr Det G		\$ 65.00	216	\$ 14,040.00			\$14,040.00	\$ 14,040.00
860	329	Water Main, 8 inch, Tr Det G		\$ 63.50	329	\$ 20,891.50			\$20,891.50	\$ 20,891.50
870	70	Water Main, 12 inch, Tr Det G		\$ 90.00	70	\$ 6,300.00			\$6,300.00	\$ 6,300.00
880	2428	Water Main, 16 inch, Tr Det G		\$ 69.50	2428	\$ 168,746.00			\$168,746.00	\$ 168,746.00
890	9	Water Serv, Long		\$ 1,290.00	9	\$ 11,610.00			\$11,610.00	\$ 11,610.00
900	19	Water Serv, Abandon		\$ 1,880.00	19	\$ 35,720.00			\$35,720.00	\$ 35,720.00
910	3425	Water Main, 4 inch		\$ 6.90	3425	\$ 23,632.50			\$23,632.50	\$ 23,632.50
930	6	Water Main, Bend, 45 Degree, 12 inch		\$ 835.00	6	\$ 5,010.00			\$5,010.00	\$ 5,010.00
940	4	Water Main, Bend, 45 Degree, 16 inch		\$ 1,380.00	4	\$ 5,520.00			\$5,520.00	\$ 5,520.00
950	12	Water Main, Bend, 45 Degree, 6 inch		\$ 440.00	12	\$ 5,280.00			\$5,280.00	\$ 5,280.00
960	12	Water Main, Bend, 45 Degree, 8 inch		\$ 410.00	12	\$ 4,920.00			\$4,920.00	\$ 4,920.00
970	1	Water Main, Cross, 16"x16"x8"x8"		\$ 1,970.00	1	\$ 1,970.00			\$1,970.00	\$ 1,970.00
980	2	Water Main, Reducer, 16 inch x 12 inch		\$ 1,060.00	2	\$ 2,120.00			\$2,120.00	\$ 2,120.00
990	8	Water Main, Reducer, 8 inch x 6 inch		\$ 465.00	8	\$ 3,720.00			\$3,720.00	\$ 3,720.00
1000	3	Water Main, Sleeve, 12 inch		\$ 725.00	3	\$ 2,175.00			\$2,175.00	\$ 2,175.00
1010	6	Water Main, Sleeve, 6 inch		\$ 445.00	6	\$ 2,670.00			\$2,670.00	\$ 2,670.00
1020	2	Water Main, Sleeve, 8 inch		\$ 495.00	2	\$ 990.00			\$990.00	\$ 990.00
1030	1	Water Main, Tee, 16x16x12		\$ 1,980.00	1	\$ 1,980.00			\$1,980.00	\$ 1,980.00
1040	8	Water Main, Tee, 16x16x8		\$ 1,750.00	8	\$ 14,000.00			\$14,000.00	\$ 14,000.00
1050	8	Water Main, Tee, 8x8x6		\$ 650.00	8	\$ 5,200.00			\$5,200.00	\$ 5,200.00
1060	1	Water Main, Tee, 12x12x6		\$ 920.00	1	\$ 920.00			\$920.00	\$ 920.00
Total				\$ 399,300.00		Percent Share	25.00%		Engineering Contingency	\$ 99,825.00
									WMIRWA =	\$ 47,331.25
									Total Cost to the	\$ 620,468.75

Total Engineering Fee Contingency Set Aside of 10%

Engineering Contingency = \$ 99,825.00
WMIRWA = \$ 47,331.25
Total Cost to the = \$ 620,468.75

Jerry Bartoszek

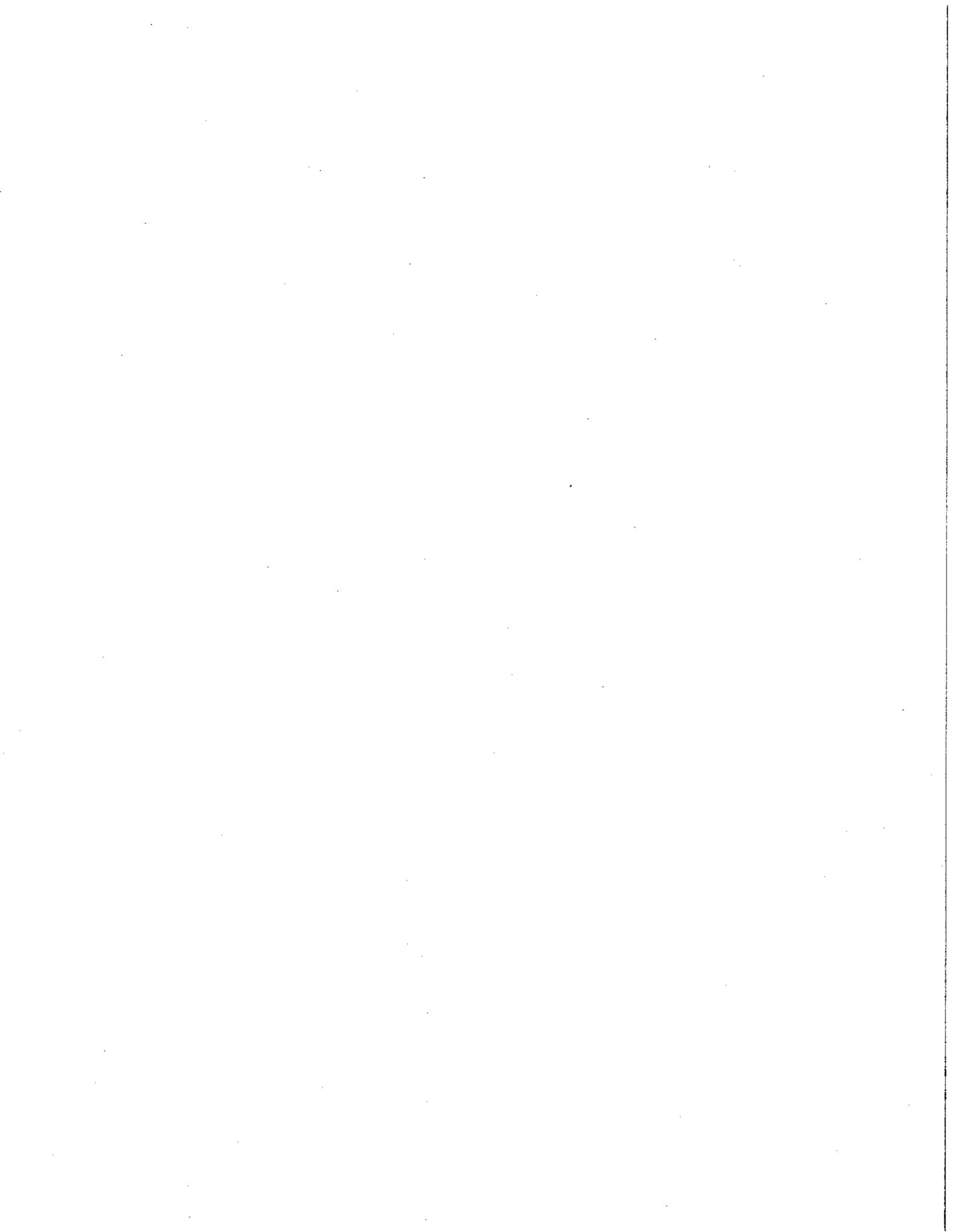
From: Jerry Bartoszek
Sent: Tuesday, May 15, 2018 4:58 PM
To: 'Heidi K. Tice'; 'Ron L. Langlois'; Mike Huston
Cc: Mark Meyers; Matthew Anderson
Subject: Water Main Break - Regional System

This is to provide you some information regarding yesterday's water main break on west bound Seaway Drive opposite Grand Haven Road. It has been determined that this is a regional water main now under the jurisdiction of the West Michigan Regional Water Authority. The break occurred within the casing below Seaway Drive. Our crews are unable to make this repair so we have contacted Jackson-Merkey to make an emergency repair. Currently, this section of main is isolated and there are no customers without water. Jackson-Merkey plans to have dewatering equipment setup on Thursday to dry the groundwater to a workable level. Actual construction to repair the main is expected to begin on Monday. The plan is to push the current main out of the casing, clean the casing and install a new main.

We most likely will need to approve the repair and payment to Jackson-Merkey and can address this at our June 7 Board meeting.

Jerry Bartoszek
City of Norton Shores
Public Works Director
231-799-6803





Jerry Bartoszek

From: Jerry Bartoszek
Sent: Friday, May 18, 2018 1:55 PM
To: Johnny Martinez
Subject: RE: T-Mobile Site #: MU04616M | Lease #: 142488 | Focus #: MF-309220.1 - extension

Johnny,

I have finally had some time to review the most recent proposal that you sent to me. While our Water Authority will not meet to discuss this proposal until June 7, I will offer my comments to you now in an effort to further refine the proposed amended lease agreement. They are:

- A rental reduction would be considered for long term agreement. At this time, I cannot say what would be acceptable for a revised rental rate.
- A 2% escalation of the rental rate every term (5 years) is not acceptable. We would want an annual adjustment as we currently have. It is currently at 3% annually.
- With reductions in other financial areas, the rent guarantee is a major issue. The way the amendment is drafted the rent guarantee could be terminated for numerous reasons; these reasons greatly diminish the value of a rent guarantee.
- Section 5 must be subject to approval of the Authority for any changes or expansions through a request by T-Mobile.
- Section 8 provides for significant latitude by T-Mobile to terminate the agreement for almost any reason. This too would seem to eliminate any rent guarantee.

Please keep in mind that these are my comments and do not reflect the position of the Authority Board. My intent by submitting these to you now is in an effort to expedite the process.

Jerry Bartoszek
City of Norton Shores
Public Works Director
231-799-6803



From: Johnny Martinez [mailto:jmartinez@blackdotcapital.com]
Sent: Tuesday, May 01, 2018 2:42 PM
To: Jerry Bartoszek
Subject: RE: T-Mobile Site #: MU04616M | Lease #: 142488 | Focus #: MF-309220.1 - extension

Hello Jerry,

Thank you for your email. I have attached new business terms and a redlined sample amendment for you. Please take a moment to review and approve and return them to me so I can get you a final draft for approval.

Thank you for your time.

Regards,

Johnny Martinez, Lease Consultant

BLACKDOT

27271 Las Ramblas, Ste. 300, Mission Viejo, CA 92691

P: 949.502.3892 | jmartinez@blackdotcapital.com

www.blackdotcapital.com

From: Jerry Bartoszek [mailto:JBartoszek@NortonShores.org]
Sent: Tuesday, May 01, 2018 11:25 AM
To: Johnny Martinez
Subject: FW: T-Mobile Site #: MU04616M | Lease #: 142488 | Focus #: MF-309220.1 - extension

This was my response to Enrique after our internal review and the review of our attorney.

Jerry Bartoszek
City of Norton Shores
Public Works Director
231-799-6803

From: Jerry Bartoszek
Sent: Tuesday, February 06, 2018 10:17 AM
To: 'Enrique Rodriguez'
Subject: RE: T-Mobile Site #: MU04616M | Lease #: 142488 | Focus #: MF-309220.1 - extension

Enrique,

The Water Authority that owns the water tower rejects the amendment as presented. We would consider a long term amendment with a rental reduction, however, there are many areas of the proposed amendment that are unacceptable. The current agreement calls for an annual increase of 3%, the proposed agreement calls for any adjustments to rent only at the end of ease term. We want to continue with an annual escalation in rent. We would want a rental guarantee that is solid and could not be altered, canceled or otherwise terminate. Also, unrestricted/unimpeded access and expansion without approval of the Authority is unacceptable.

Should T- Mobile want to offer a revised agreement addressing our concerns we would be happy to consider it.

Jerry Bartoszek
City of Norton Shores
Public Works Director
231-799-6803

From: Enrique Rodriguez [mailto:FRodriguez@blackdotcapital.com]
Sent: Wednesday, December 20, 2017 6:43 PM
To: Jerry Bartoszek

Subject: T-Mobile Site #: MU04616M | Lease #: 142488 | Focus #: MF-309220.1 - extension

Importance: High

-
- JerryBartoszek
- Norton Shores Township
- 4814 Henry St.Norton Shores,Michigan49441
-

Re: T-Mobile Site #: MU04616M | Lease #: 142488 | Focus #: MF-309220.1 - extension

As discussed in a previous phone call, attached please find Term Sheet and Sample Amendment to Ref. T-Mobile Lease Agreement.

We include Letter of Authorization, as credential to conduct this process.

- All previously agreed language will be honored, except where new language is approved by this amendment (Please review sample attached).
- Any separate agreed utility/tax payments are to stay untouched by this amendment.

Upon review and approval of these terms, please initial and return all pages attached via email (Please confirm questions in the bottom area of Term Sheet).

We will then produce a DocuSign executable amendment for signatures.

I'll follow up with a call in the next days to answer any questions you may have.

If you have questions upon receiving this message, please feel free to call from 7:30am to 11:30am Pacific Time, to the direct number below.

We appreciate your prompt response to this letter and look forward to your continued relationship with T-Mobile.

Enrique Rodriguez, Lease Consultant

BLACKDOT

27271 Las Ramblas, Suite 300, Mission Viejo, CA 92691

O: 949-271-7881 | erodriguez@blackdotcapital.com

www.blackdotcapital.com

[NUMBER OF AMENDMENT] AMENDMENT TO [LEASE TITLE]

This [NUMBER OF AMENDMENT] Amendment to [LEASE TITLE] (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between [LL VESTING], a [LL ENTITY] ("**Landlord**") and [TMO ENTITY], a [TMO ENTITY] ("**Tenant**") (collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain [LEASE TITLE] dated [DATE], [including all prior amendments] ([collectively], the "**Lease**") regarding the premises located at [ADDRESS] (the "**Premises**"), and

Landlord and Tenant desire to amend the Lease on the terms and conditions set forth herein.

NOW, for good and valuable consideration, Landlord and Tenant agree as follows:

1. Rent.

a. **[Monthly:]** Starting on the New Commencement Date, Tenant shall pay Landlord _____ Dollars (\$____) per month ("**Rent**") in advance, by the fifth (5th) day of each month. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant. **<OR>[Annual:]** Starting on the New Commencement Date, Tenant shall pay Landlord rent in the amount of _____ Dollars (\$____) on an annual basis, and thereafter on each anniversary of the New Commencement Date (the "**Rent**"). Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.

b. Rent shall not be adjusted for inflation or increased by any percentage, and will remain the aforementioned amount for each successive Renewal Term as indicated by way of this Amendment.

2. Renewal Terms.

a. The parties hereby wish to supersede and replace the term and any renewal terms of the Lease. Now, the new initial term of the Lease shall be five (5) years commencing on _____ 1, 2017 (the "**New Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the New Commencement Date (the "**New Initial Term**"). The New Initial Term, together with any Renewal Terms are referred to collectively as the "**Term**."

b. The New Initial Term shall automatically renew for _____ (____) successive renewal terms of five (5) years each (each a "**Renewal Term**"), unless Tenant notifies Landlord in writing of Tenant's intention not to extend the Lease at least thirty (30) days prior to the expiration of the New Initial Term or any Renewal Term.

3. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Starting on the New Commencement Date, Tenant's obligation to pay Rent is guaranteed for the period of _____ () years ("**Rent Guarantee Period**"). Tenant's obligation to pay Rent during the Rent Guarantee Period shall not be subject to offset or cancellation by Tenant unless any of the following exceptions apply: a) local, state or federal laws materially adversely affect Tenant's ability to operate; (b) the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty and the Premises cannot be restored within a six-month time period; c) the Property is foreclosed upon and Tenant is unable to maintain its' tenancy; d) Landlord requires Tenant to relocate its Antenna Facilities which adversely affect Tenant's ability to operate the Antenna Facilities or e) Landlord breaches the Lease and the default issue is not cured within the appropriate cure period. This Rent Guarantee shall not apply to any increases in the Rent after the execution of this Amendment.

~~4. **Access.** Landlord shall furnish, at no additional charge to Tenant, unimpeded access to the Premises on a 24 hours a day, 7 days a week basis to Tenant and Tenant's employees, agents, contractors and other designees.—~~

5. **Permitted Use.** The Premises may be used for: (a) the transmission and reception of communication signals; and (b) the construction, installation, operation, maintenance, repair, addition, upgrading, removal or replacement of any and all Antenna Facilities (collectively, the "**Permitted Uses**").

~~6. **Expansion.** Tenant shall have the right to enlarge the Premises, to the extent practicable, so that Tenant may implement any necessary upgrades and additions ("**Additional Premises**"), for an increased monthly rent of One and 50/100 Dollars (\$1.50) per square foot. Addition of coaxial cables, raceways, conduits and other ancillary equipment shall not require increased Rent.—~~

7. **Notice.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/<SITE NUMBER>

If to Landlord:
<LL Name>
<LL Mailing Address>
<City, State, Zip>

8. **Termination.** Tenant may terminate this Agreement without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation which is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the

construction or operation of Tenant's Antenna Facilities. Additionally, upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Agreement for any or no reason.

~~9. **Tenant Assignment.** Tenant shall have the right to assign, or otherwise transfer this Agreement, upon Tenant's delivery to Landlord of written notice of any assignment, or transfer by Tenant. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the assignee, or transferee for performance under this Agreement. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate. Tenant shall have the right to sublease the Agreement without the need for Landlord consent.~~

~~10. **Bandwidth.** Tenant shall have the right to transmit and receive on any and all frequencies for which Tenant has been granted a license by the FCC.~~

~~11.9. **Memorandum of Lease.** Landlord will execute a Memorandum of Lease at Tenant's request. If the Property is encumbered by a deed, mortgage or other security interest, Landlord will also execute a subordination, non-disturbance and attornment agreement.~~

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12.10. Miscellaneous.

a. Any charges payable under this Agreement other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Landlord.

b. Landlord and Tenant will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.

c. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Unless otherwise defined herein, capitalized terms used in this Amendment have the same meanings they are given in the Lease.

d. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

e. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the parties to the same extent as originals.

f. Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.

g. This Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Landlord:

[LANDLORD NAME], a _____

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

[T-MOBILE ENTITY], a Delaware _____

By: _____

Print Name: _____

Title: _____

Date: _____

T-Mobile Contract Attorney

SAMPLE



LEASE EXTENSION PROPOSAL – TERM SHEET

To: Jerry Bartoszek
From: Johnny Martinez on behalf of T-Mobile
Subject: Site #: MU04616M | Lease #: 142488 | Focus #: MF-309220.1
Date: May 1, 2018

On the terms and conditions set forth below, T-Mobile would consider extending its existing lease agreement for the site located at:

Property / Site Address: 6543 Airline Rd Fruitport , Michigan 49415
Current Term Expiration Date: May 13, 2019

New Rent

A.	New Base Rent	\$1,729.14
B.	New Rent Frequency	Monthly
C.	New Escalations	2 %
D.	New Escalation Frequency	Term

New Term

A.	Number of Renewal Terms	5
B.	Renewal Term Length (months)	60

Rent Guarantee Period

A.	Rent Guarantee Period (months)	120
B.	Rent Guarantee Value	\$227,203.21

Other

- A. Please verify or write in the correct legal ownership for this Property. Is this correct? Yes / No
City of Norton Shores
- B. Please verify or write in the correct address for the Property where the Site is located. Is this correct? Yes / No
6543 Airline Rd Fruitport , Michigan 49415
- C. Please verify or write in the correct address for notice and correspondence. Is this correct? Yes / No
4814 Henry St. Norton Shores , Michigan 49441

Landlord Initial: _____

Tenant Initial: _____

****This proposal will expire at the close of business 10 days from the date of this Term Sheet unless extended by a T-Mobile officer or director. Landlord may consent to the above terms outlined above by initialing as indicated above and returning to T-Mobile (add POC). Please note that this proposal is not a binding commitment and is subject to review and approval of documentation by all parties. Participation in this program is not required and T-Mobile will continue to abide by the terms of the original Lease Agreement between the parties, including exercising termination rights where they exist. If the parties agree to move forward with the proposed lease extension, they will enter into a mutually acceptable lease amendment, which documents the agreed upon terms and conditions in this Term Sheet.**



QUOTATION		
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5865 B FRUITPORT TOWNSHIP.
 L 6543 AIRLINE ROAD
 L FRUITPORT, MI 49415
 T
 O

Accepted By: RON LANGLOIS
 Company: WEST MI REGIONAL WATER AUTHORITY
 Date: 1-26-2018
 PO#: 8135

ATTENTION:
 RON LANGLOIS 231-865-3151 RLANGLOIS@FRUITPORTTOWNSHIP.COM

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
QUOTE	FRUITPORT TOWNSHIP., W. MICH REG. WATER AUTH., SINGER, LEVEL CONTROL VALVE	REA/RDW	FREIGHT ALLOWED

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1.00	SINGER, VALVE, LEVEL CONTROL 20" S106-A TYPE 3 - LEAD FREE COMPLIANT - 301-5: 60-225FT SET AT 160FT - 625-RPD: 2-8PSID (4.6-18.5FT) SET AT 4.3PSID (10 FT) - SCHEMATIC AND IOM: A-0414D - EXISTING MODEL 301-5 PILOT TO BE RE-USED. - MAIN VALVE CONVERSION FROM EXISTING PG (SINGLE CHAMBER) TO PT (DOUBLE CHAMBER): HARD GOODS + SOFT GOODS + PILOT SYSTEM	16,697.00	16,697.00

1.00	FRUITPORT LEVEL CONTROL FS THIS QUOTE IS FOR FIELD SERVICE REQUIRED ON YOUR ABOVE REFERENCED PUMP STATION:	4,925.00	4,925.00
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FIELD SERVICE LABOR REQUIRED:

KENNEDY INDUSTRIES WILL PROVIDE (2) FIELD SERVICE TECHNICIAN(S) ONSITE TO CONVERT EXISTING 20" SINGER VALVE TO DUAL CHAMBER VALVE.

KENNEDY INDUSTRIES WILL PROVIDE (1) FIELD SERVICE TECHNICIAN(S) ONSITE TO ON A SECOND DAY TO PERFORM START UP ON THE NEWLY INSTALLED VALVE.

WE WILL NOT PROCEED WITH THIS FIELD SERVICE UNTIL GIVEN AUTHORIZATION. PLEASE PROVIDE WRITTEN OR VERBAL AUTHORIZATION SO THAT WE MAY RESPOND TO YOUR REQUIREMENTS.

IF YOU HAVE ANY QUESTIONS, COMMENTS, OR ARE IN NEED OF ANY ADDITIONAL INFORMATION, PLEASE FEEL FREE TO CONTACT ME AT (248) 684-1200.

SINCERELY,

THERESA KAERCHER
 (248) 529-2966
 TKAERCHER@KENNEDYIND.COM

JH/TMK
 CC: REA

QUOTATION AND INFORMATION FOR YOUR REVIEW AND CONSIDERATION IN CONVERTING THIS S/N 1015-58 SINGLE CHAMBER 2-WAY FLOW ALTITUDE VALVE TO A DOUBLE CHAMBER TWO-WAY FLOW ALTITUDE VALVE AS PER SCHEMATIC A-10661A.



QUOTATION		
DATE	NUMBER	PAGE
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QTY	DESCRIPTION	UNIT PRICE	EXTENDED
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VALVES DO NOT MEET AIS OR BUY AMERICAN REQUIREMENTS

TAXES ARE NOT INCLUDED

SHIPMENT: APPROXIMATELY 4-6 WEEKS AFTER RECEIPT OF ORDER

THANK YOU FOR THE OPPORTUNITY TO QUOTE OUR EQUIPMENT

SINCERELY
 RICK ALVAREZ / RYAN WILLIAMS

<p>This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.</p> <p>CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL</p>	<p>TOTAL: \$21,622.00</p>
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P.O. Box 930079 Wixom, MI 48393 - 4925 Holtz Drive Wixom, MI 48393 - Phone: 248-684-1200 - Fax: 248-684-6011

www.KennedyInd.com