

# ROCK COUNTY, WISCONSIN



## COUNTY BOARD STAFF COMMITTEE TUESDAY – JUNE 26, 2018 – 4:00 P.M. CONFERENCE ROOM N-1 – FIFTH FLOOR ROCK COUNTY COURTHOUSE-EAST

### Agenda

1. Call to Order
2. Approval of Agenda
3. Citizen Participation, Communications and Announcements
4. Approval of Minutes – June 12, 2018
5. Transfers
6. Resolutions
  - A. Recognizing Captain Gary L. Groelle
  - B. Changing the Title of the Legal Stenographer Positions to Legal Support Specialists, Creating 2.0 FTE New Legal Support Specialists, and Amending the 2018 Budget
  - C. To Ratify the 2018-2019 Labor Agreement between Rock County and Deputy Sheriff's Supervisors Association
  - D. Approving a County Wide Advisory Referendum on the Legalization and Regulation of the Adult Use of Cannabis
7. Updates
  - A. Review and Possible Action on AT&T Cell Phone Tower Proposal
  - B. Update, Discussion and Possible Action on Town of Beloit Incorporation
8. Adjournment

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

RESOLUTION

ROCK COUNTY BOARD OF SUPERVISORS

Sheriff Robert D. Spoden  
INITIATED BY



Chief Deputy Barbara J. Tillman  
DRAFTED BY

Public Safety & Justice Committee  
SUBMITTED BY

June 11, 2018  
DATE DRAFTED

**RECOGNIZING CAPTAIN GARY L. GROELLE**

1 WHEREAS, Gary L. Groelle began his employment with Rock County on March 3, 1982 as a  
 2 Correctional Officer in the Rock County Sheriff's Office; and,  
 3  
 4 WHEREAS, Gary L. Groelle was promoted to the rank of Deputy on January 17, 1985, working in the  
 5 Patrol Division; and,  
 6  
 7 WHEREAS, Gary L. Groelle was promoted to the rank of Sergeant on January 4, 1991, supervising in  
 8 both the Patrol and Jail Bureaus; and,  
 9  
 10 WHEREAS, Gary L. Groelle was promoted to the rank of Lieutenant on May 29, 1997, supervising in  
 11 the Patrol Bureau, Jail Bureau, and Court Services Bureau; and,  
 12  
 13 WHEREAS, Gary L. Groelle was promoted to the rank of Captain on January 1, 2009, supervising in  
 14 the Support Services Bureau, Emergency Management Bureau, and Civil Process Bureau; and,  
 15  
 16 WHEREAS, throughout his tenure with the Sheriff's Office, Captain Groelle has served in many  
 17 capacities including: Boat Patrol, Field Training Officer, and 4H Fair Liaison Officer; and,  
 18  
 19 WHEREAS, Captain Groelle has received numerous commendations and letters of appreciation; and,  
 20  
 21 WHEREAS, Captain Groelle will retire from public service on July 9, 2018.  
 22  
 23 NOW, THEREFORE, BE IT RESOLVED that the Rock County Board of Supervisors duly  
 24 assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2018, does hereby recognize Captain Gary L. Groelle  
 25 for his over 36 years of faithful service and recommends that a sincere expression of appreciation be  
 26 given to Captain Gary L. Groelle along with best wishes for the future.

Respectfully submitted,

PUBLIC SAFETY & JUSTICE COMMITTEE

Mary Beaver  
Mary Beaver, Chair

Kara Hawes  
Kara Hawes

Terry Fell  
Terry Fell

Brian Knudson  
Brian Knudson

Phillip Owens  
Phillip Owens

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Mary Mawhinney, Vice Chair

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Terry Thomas

\_\_\_\_\_  
Bob Yeomans

\_\_\_\_\_  
Richard Bostwick

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

DAVID O'LEARY  
INITIATED BY



RENEE GROVER  
DRAFTED BY

COUNTY BOARD STAFF  
SUBMITTED BY

JUNE 11, 2018  
DATE DRAFTED

CHANGING THE TITLE OF THE LEGAL STENOGRAPHER POSITIONS TO LEGAL SUPPORT SPECIALISTS, CREATING 2.0 FTE NEW LEGAL SUPPORT SPECIALISTS, AND AMENDING THE 2018 BUDGET

1 **WHEREAS**, the title of Legal Stenographer no longer describes the work being done by these positions  
 2 in the District Attorney office, creates confusion as applicants and the public have expressed that they  
 3 thought these positions were court reporter positions and no comparable of this position was found in the  
 4 2017 Salary Study previously undertaken by Human Resources; and

5  
 6 **WHEREAS**, the title of Legal Support Specialist is more indicative of the support role these positions  
 7 provide to the Prosecutors in the District Attorney's Office in the many varied duties they have been  
 8 performing beyond transcribing dictation; and

9  
 10 **WHEREAS**, the type of work performed by these positions has been steadily changing and increasing  
 11 over the last several years with the changes in discovery handling, the need to scan reports and all other  
 12 case related documents, the implementation to e-filing and the need to learn and use multiple resource  
 13 data bases for information necessary to manage cases; and

14  
 15 **WHEREAS**, the volume of work performed by these positions has been greatly impacted due to the  
 16 increase in the number and severity of cases referred, the expanded use of body and squad cameras by  
 17 law enforcement and prevalence of security footage has significantly increased the volume and time  
 18 spent copying, documenting, billing and distributing discovery materials, and the tremendous amount of  
 19 documents flooding into our Protect system from the court via e-filing which need to be reviewed and  
 20 managed; and

21  
 22 **WHEREAS**, staff turnover in these positions has been significantly higher the last two years; and

23  
 24 **WHEREAS**, the need to use overtime to keep up with even the highest priority tasks has more than  
 25 doubled already in 2018; and

26  
 27 **WHEREAS**, some funding is available in 2018 as there has been turnover and temporary vacancies.

28  
 29 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled  
 30 this \_\_\_\_\_ day of \_\_\_\_\_, 2018 that they move to retitle the Legal Stenographer position to  
 31 Legal Support Specialist and approve the creation of additional 2.0 Legal Support Specialists.

32  
 33 **BE IT FURTHER RESOLVED** that the 2018 Budget be amended as follows:

Account/Description	Budget 8/01/18	Increase (Decrease)	Amended Budget
<u>Source of Funds</u>			
19-1922-0000-64904 Contingency Fund	\$295,609	\$(23,268)	\$272,341
<u>Use of Funds</u>			
24-1610-0000-61400 FICA	\$ 43,924	\$ 3,660	\$ 47,584
24-1610-0000-61610 Health Insurance	\$184,339	\$13,938	\$198,277

CHANGING THE TITLE OF THE LEGAL STENOGRAPHER POSITIONS TO LEGAL SUPPORT SPECIALISTS, CREATING 2.0 FTE NEW LEGAL SUPPORT SPECIALISTS, AND AMENDING THE 2018 BUDGET

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47	24-1610-0000-61620	\$5,624	\$538	\$6,162
48	Dental Insurance			
49				
50	24-1610-0000-67160	\$0	\$5,132	\$5,132
51	Capital Assets			

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Mary Mawhinney, Vice Chair

\_\_\_\_\_  
Richard Bostwick

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Terry Thomas

\_\_\_\_\_  
Bob Yeomans

PUBLIC SAFETY AND JUSTICE COMMITTEE

\_\_\_\_\_  
*Mary Beaver*  
Mary Beaver, Chair

\_\_\_\_\_  
*Kara Hawes*  
Kara Hawes

\_\_\_\_\_  
*Terry Fell*  
Terry Fell

\_\_\_\_\_  
*Brian Knudson*  
Brian Knudson

\_\_\_\_\_  
*Phillip Owens*  
Phillip Owens

FINANCE COMMITTEE ENDORSEMENT

Review and approved on a vote of 5-0

\_\_\_\_\_  
*Mary Mawhinney*  
Mary Mawhinney, Chair

FISCAL NOTE:

This resolution draws \$23,268 from the contingency fund to help fund an additional 2.0 FTE Legal Support Specialists. The contingency fund has a current balance of \$295,609.

\_\_\_\_\_  
*Sherry Oja*  
Sherry Oja  
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to §59.22(2), Wis. Stats. As an amendment to the adopted 2018 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.

\_\_\_\_\_  
*Richard D. Greenlee*  
Richard D. Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.

\_\_\_\_\_  
*Josh Smith*  
Josh Smith  
County Administrator

## EXECUTIVE SUMMARY

The workload for our Legal Stenographers has been growing at an incredible rate in recent years due to changes in how we handle discovery, the need to access and use multiple digital data bases and resources in order to manage and locate discoverable materials, and scanning documents when closing files. In addition the volume of discovery materials has also greatly increased due to the implementation of body cameras, squad video, surveillance videos from commercial and residential sources, phone, social media and other internet sources which all must be copied, billed and distributed to the defense. The implementation of e-filing brings a flood of documents into our system from the courts which must be reviewed and managed, printed or saved or distributed based on the content and type of document received. This too requires a lot of additional time. We have found that the ratio of support staff to attorneys in our office is below that of other offices. We have seen a higher rate of turnover and the volume of workload is a prime factor. While reviewing our office staffing we found no other offices to have positions titled Legal Stenographer. Years ago when shorthand was a required skill this title was a good description of what the position entailed. We have heard comments from the public and from applicants who advised they thought it was a court reporter position. The position as it is now with data entry and management, e-filing, and copying or preparation of digital media, we are asking the position be retitled to Legal Support Specialist as it is a more accurate description of the position and more in line with other Specialist positions in other Rock County offices in the same or similar pay grades.

## 2018 Budget Resolution request for 2 FTE Legal Support Specialists

### Supporting Documentation

Premise is employees would start 8/13/18 (10 pay periods)

		Total
Wages per FTE	\$14,120	\$28,240
FICA	\$1,845	\$3,690
Retirement	\$861	\$1,722
Health Insurance 8S - 5 months	\$6,969	\$13,938
Dental Ins. F - 5 months	\$269	\$538
Life Ins - 5 months	\$5	\$10
Transcription License & equipment	\$379	\$758
Scanner & Service Agreement	\$1,075	\$2,150
Computer w/peripherals per DA IT Spec	\$753	\$1,506
Microsoft Office	\$358	\$716
	\$26,634	\$53,268

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

County Board Staff Committee  
INITIATED BY



Annette Mikula, HR Director  
DRAFTED BY

County Board Staff Committee  
SUBMITTED BY

June 18, 2018  
DATE DRAFTED

**TO RATIFY THE 2018-2019 LABOR AGREEMENT BETWEEN ROCK COUNTY  
AND  
DEPUTY SHERIFF'S SUPERVISORS ASSOCIATION**

- 1 WHEREAS, the County is subject to 111.70 of the Wisconsin Statutes; and
- 2
- 3 WHEREAS, representatives of the Deputy Sheriff's Supervisors Association have met with the County's
- 4 Bargaining Team in an attempt to arrive at a mutual agreement on wages, hours and conditions of employment;
- 5 and
- 6
- 7 WHEREAS, the proposed wage settlement represents a total package 2.00% increase for 2018, including an
- 8 additional 1% employee contribution to their WRS retirement cost effective July 1, 2018; and a modification to
- 9 the step progression sequence effective July 1, 2018 by changing 4 years to 2 years; 7 years to 4 years, and
- 10 adding a fourth step of 9 years. The across the board wage increase will vary by start date and percentage based
- 11 on the financial impact of language changes (ex. WRS increase, education incentive, etc.), and,
- 12
- 13 WHEREAS, effective January 1, 2018, educational incentive adjustments will be \$125 per month for a
- 14 Master's degree, \$100 per month for a Bachelor's degree; and
- 15
- 16 WHEREAS, the proposed wage settlement represents a total package 2.00% increase for 2019, and a
- 17 modification to the step progression sequence effective January 1, 2019 by adding an additional step of 6 years
- 18 for a total of 5 steps (hire, 2 years, 4 years, 6 years, and 9 years). The across the board wage increase will vary
- 19 by start date and percentage based on the financial impact of language changes; and
- 20
- 21 WHEREAS effective January 1, 2019, educational incentive adjustments will be \$150 per month for a
- 22 Master's degree, \$125 per month for a Bachelor's degree, and \$50 for an Associate's degree post May 1, 1998
- 23 employees ; and,
- 24
- 25 WHEREAS, the membership of the Association has ratified the agreement; and, a summary of the contractual
- 26 agreement is attached.
- 27
- 28 NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors assembled this
- 29 \_\_\_\_\_ day of \_\_\_\_\_, 2018 does hereby ratify the terms and conditions of the 2018-2019 labor
- 30 agreement between Rock County and the Deputy Sheriff's Supervisors Association.

Respectfully Submitted,

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Sandra Kraft, Vice Chair

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Eva Arnold

\_\_\_\_\_  
Terry Thomas

\_\_\_\_\_  
Hank Brill

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Mary Mawhinney



TO RATIFY THE 2018-2019 LABOR AGREEMENT BETWEEN  
ROCK COUNTY AND THE DEPUTY SHERIFF'S SUPERVISORS ASSOCIATION  
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FISCAL NOTE:

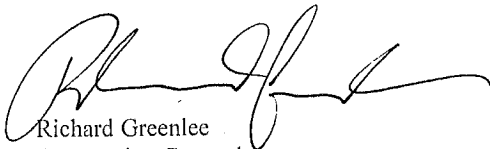
	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>Wage Increase</u>	<u>Overall % Inc.</u>
2018	\$1,668,562.56	\$20,857.03	2.5% eff. 7/1/2018	2.00% Total Package
Retirement Contribution		-8,179.74	1% decrease (6 months)	
	<u>Base Compensation</u>	<u>Add'l Base Compensation</u>	<u>Wage Increase</u>	<u>Overall % Inc.</u>
2019	\$1,744,941.60	\$30,304.40	2% eff. 1/1/2019	2.00% Total Package



Sherry Oja  
Finance Director

LEGAL NOTE:

The County Board is authorized to take this action pursuant to secs. 59.01  
and 111.70, Wis. Stats.



Richard Greenlee  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

### Executive Summary

The Rock County bargaining team met with representatives of the Rock County Deputy Sheriff's Supervisor's Association multiple times over the past several months to negotiate a successor agreement. The sides were able to reach a tentative agreement for a 2 year contract for 2018 and 2019. The total package for both years is 2%, within the bargaining authority provided by the Rock County Board of Supervisors.

There were several contract language changes as a result of this new agreement. The main change involved updated the pay scale transitioning from a three step grid to a five step grid. Other modifications included accepting the County Ordinance language on bereavement leave, modifying comp time payouts to comply with a WRS change, removing roll call pay starting in January 2019, clarifying scheduled work hours outside of the typical shift, increasing the educational incentive, increasing employee WRS contributions, and clarifying holiday payouts.

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Supervisor Yuri Rashkin  
INITIATED BY



Supervisor Yuri Rashkin  
DRAFTED BY

Supervisor Yuri Rashkin  
SUBMITTED BY

June 11, 2018  
DATE DRAFTED

**APPROVING A COUNTY WIDE ADVISORY REFERENDUM ON THE LEGALIZATION  
AND REGULATION OF THE ADULT USE OF CANNABIS**

1    **WHEREAS**, criminalizing marijuana use has failed to curb its use and more than 100 million  
2    Americans say they have used marijuana; and  
3  
4    **WHEREAS**, 59 percent of Wisconsinites in a 2016 poll said that marijuana should be “fully legalized  
5    and regulated like alcohol”, and recent polls show a majority of Americans favor legalization of adult  
6    recreational use of marijuana; and  
7  
8    **WHEREAS**, the Wisconsin State Legislature has failed to act on legislation to legalize and regulate  
9    marijuana and has not allowed hearings on such legislation; and  
10  
11   **WHEREAS**, an estimate by the Congressional Research Service suggests that replacing marijuana  
12   prohibition with a system of taxation and regulation could yield \$6.8 billion in federal excise taxes  
13   alone; and  
14  
15   **WHEREAS**, Alaska, California, Colorado, Maine, Massachusetts, Nevada, Oregon, and Washington  
16   have legalized adult personal use of marijuana and regulate the production, distribution, and sale of  
17   marijuana, and Vermont and the District of Columbia have legalized limited personal possession and  
18   cultivation of marijuana by adults; and  
19  
20   **WHEREAS**, legalizing and taxing marijuana could significantly increase state and local revenue; and  
21  
22   **WHEREAS**, the time law enforcement spends enforcing existing marijuana laws and ordinances  
23   negatively impacts the time available to solve more serious crimes and apprehend more dangerous  
24   criminals; and  
25  
26   **WHEREAS**, marijuana prohibition makes product quality control and sales regulation impossible,  
27   leaving marijuana sellers free to target children as potential customers and to peddle potentially  
28   adulterated products; and  
29  
30   **WHEREAS**, the lack of a dispute resolution system for disputes in the illicit marijuana trade  
31   inevitably leads to violence as disputes arise.  
32  
33   **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors in session this  
34   \_\_\_\_ day of \_\_\_\_, 2018, that the following advisory referendum be placed on the countywide general  
35   election ballot scheduled for November 6, 2018:  
36  
37       Should cannabis be legalized for adult use, taxed and regulated like alcohol, with the  
38       proceeds from the Taxes used for education, healthcare, and infrastructure?

APPROVING A COUNTY WIDE ADVISORY REFERENDUM ON THE LEGALIZATION AND  
REGULATION OF THE ADULT USE OF CANNABIS

Page 2

Respectfully submitted,

COUNTY BOARD STAFF COMMITTEE

\_\_\_\_\_  
J. Russell Podzilni, Chair

\_\_\_\_\_  
Mary Mawhinney, Vice Chair

\_\_\_\_\_  
Richard Bostwick

\_\_\_\_\_  
Henry Brill

\_\_\_\_\_  
Betty Jo Bussie

\_\_\_\_\_  
Louis Peer

\_\_\_\_\_  
Alan Sweeney

\_\_\_\_\_  
Terry Thomas

\_\_\_\_\_  
Robert Yeomans

BOARD OF HEALTH

\_\_\_\_\_  
Louis Peer, Chair

\_\_\_\_\_  
Dr. Connie Winter, DDS, Vice Chair

\_\_\_\_\_  
Vicki Brown

\_\_\_\_\_  
Craig Gramke

\_\_\_\_\_  
Eric Gresens, R. Ph.

\_\_\_\_\_  
Dr. Kaitlyn Meyers

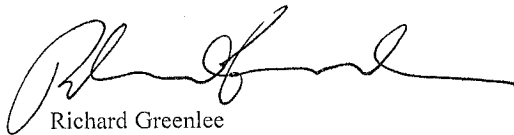
\_\_\_\_\_  
Danette Rynes

\_\_\_\_\_  
Dr. Vijaya Somaraju, MC, MPH, FACP

\_\_\_\_\_  
Judy Wade, WHNP

LEGAL NOTE:

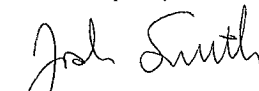
The County Board is authorized to take this  
action pursuant to secs. 59.51 and 59.52 (25),  
Wis. Stats.



Richard Greenlee  
Corporation Counsel

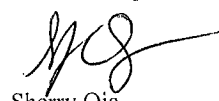
ADMINISTRATIVE NOTE:

Matter of policy.

  
Josh Smith  
County Administrator

FISCAL NOTE:

No fiscal impact in and by itself.

  
Sherry Oja  
Finance Director


ROCK COUNTY, WISCONSIN



County Administrator's Office  
51 South Main Street  
Janesville, Wisconsin 53545  
Phone: 608/757-5510  
**Web Site:** [www.co.rock.wi.us](http://www.co.rock.wi.us)

DATE: June 26, 2018

TO: County Board Staff Committee

FROM: Randy Terronez,   
Assistant to the County Administrator

RE: AT & T Cell Lease Amendment Request – West Court Street Tower

AT & T has a lease with the County for antennas and supporting equipment at the West Court Street Tower and is requesting (through a 3<sup>rd</sup> party –md7) an amendment to the current lease agreement.

Currently, AT & T pays the County \$14,238.24 on an August to July payment year and includes an annual escalator of 1.25%. The current rental rate expires this July and the escalator would revert to the Consumer Price Index through July of 2027.

AT & T thru md7, a 3<sup>rd</sup> party firm has submitted 3 proposals to consider.

- A. One option would continue the lease payments but starting with \$12,000 for the 1<sup>st</sup> year and continuing a 1.25% annual escalator for a 25-year period. Comparing the proposal with the current lease, the County would lose approximately \$23,000 through years 2019 – 2027, the expiration date of the current lease.
- B. A 2<sup>nd</sup> proposal would provide a lump sum payment of \$110,000 for a 50-year lease term. The County has entertained lump sum proposals in the past for substantially more but did not cash flow to the benefit of the County as compared to the annual lease payments.
- C. A 3<sup>rd</sup> proposal would provide a \$120,000 payment over 5 years for a 50-year lease term. (See B above for the rationale.)

Other terms include notification of property sale and right of 1<sup>st</sup> refusal on competitor offer.

Discussion will be needed on the AT & T proposals.



■ May 31, 2018

Randy Terronez  
51 South Main Street  
JANESVILLE, WI 53545

Re: Communications Facility located at 2741 WEST COURT STREET, JANESVILLE, WI 53548

Contract #: 77478 / FA#: 10080121

Dear Landlord,

As you are aware, AT&T Mobility ("AT&T") has partnered with Md7 to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network.

#### **Changes in the Wireless Industry**

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

#### **Eliminating Risk and Increasing Value**

AT&T is addressing this shift by reviewing its cell site portfolio. AT&T has partnered with Md7 to offer selected landlords like you the opportunity to minimize the business risks associated with industry uncertainties and to increase the value of your cell site lease.

#### **Criteria for Cellular Site Retention/Rent Guarantee Period**

AT&T is willing to offer the following option to secure a longer-term lease with you:

- \$1,000.00 per month, commencing **August 1, 2018**
- 1.25% rent increase every year, commencing **April 1, 2019**
- Extension of Lease through **December 31, 2046**

#### **Or**

- Lump Sum Payment Option: Provide a one-time lump sum payment of **\$110,000.00**. In return, you will grant a fifty (50) year easement on your property and assign the lease rights and rental income under your lease with AT&T to Md7 or an affiliate of Md7.
- Installment Payment Option: Provide a total payment of **\$120,000.00** paid in 5 equal installments of **\$24,000.00**. In return, you will grant a fifty (50) year easement on your property and assign the lease rights and rental income under your lease with AT&T to Md7 or an affiliate of Md7.

It is important for you to know that the pre-payment does not change the ownership or control of the rest of your property in any manner.

In order to maintain its long-term flexibility, AT&T will also require the following lease provisions to address future technological and network changes:

#### ■ Sale of Property

- (a) "Lessor shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.
- (b) If Lessor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Lessee, Lessor shall promptly notify Lessee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Lessee's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Lessor or its successor shall send the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.
  - i. Old deed to Property
  - ii. New deed to Property
  - iii. Copy of current Tax Bill
  - iv. New IRS Form W-9
  - v. Completed and Signed AT&T Payment Direction Form
  - vi. Full contact information for new Lessor including phone number(s)
- (c) Lessor agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Lessee's Permitted Use or communications equipment as determined by radio propagation tests performed by Lessee in its sole discretion. Lessor or Lessor's prospective purchaser shall reimburse Lessee for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Lessee, Lessor shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.
- (d) The provisions of this Section shall in no way limit or impair the obligations of Lessor under this Agreement, including interference and access obligations."

#### ■ Rental Stream Offer

"If at any time after the date of this Amendment, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of the Rent payments associated with the Agreement ("**Rental Stream Offer**"), Lessor shall immediately furnish Lessee with a copy of the Rental Stream Offer. Lessee shall have the right within ninety (90) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within the ninety (90) day period, Lessor may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Lessor attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Lessor complies with this Section."

#### ■ Termination

"In addition to any rights that may exist in the Lease, Lessee may terminate the Lease at any time with thirty (30) days prior written notice to Lessor."

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to May 31, 2018.

Thank you for your consideration.

Sincerely,



Michael Atkins

***Lease Consultant***

d: (858) 366-4758

a: 10590 West Ocean Air Drive, Suite 300

San Diego, CA 92130

e: matkins@md7.com

**Authorized Agent for AT&T Mobility**

cc: Gregory D. Ohmer

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