

CONSENT AGENDA ITEM SUMMARY

October 5, 2023, City Council Workshop

Item Number: 6A



Presented by: Brian Linton, Director

Technology Services Department

ITEM SUMMARY:

Request for approval to pay Neptune 360 annual maintenance renewal invoice in the amount of \$13,000.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

This system is used by the Water Utility Department to measure water consumption by citizens and businesses and provide billing for all water customers.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

This is a budgeted item and will be paid from the General Fund

FUNDING SOURCE:

Line Item 100.5.1535.52.1301

ATTACHMENTS:

Delta Municipal Supply invoice

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency



DELTA

MUNICIPAL SUPPLY

408 Jesse Cronin Road
Braselton, GA 30517

Quote

Date	Quote #
8/8/2023	14232

Bill To
City of McDonough E-Mail ALL Invoices

Ship To
City of McDonough 305 Racetrack Rd. McDonough, GA 30252

Your No.	Terms	Rep	FOB	Ship Via
	Net 30 Days	JW		

Quantity	Description	Unit Price	Total
1	Neptune MY360 Customer Portal Annual Subscription (5,001 - 10,000 Connected Endpoints)	7,500.00	7,500.00T
	Startup Costs - Initial (One Time Charges Below)		
1	Neptune MY360 Remote Training (Up to 4 Hours)	1,750.00	1,750.00T
1	Neptune MY360 Set-Up Fee	3,750.00	3,750.00T
	Neptune MY360 Single-Sign-On Integration (If desired?) \$6250	0.00	0.00T
	Neptune MY360 Single-Sign-On Integration - Annual Support Fee (If desired?) \$1875 per year	0.00	0.00T

	Subtotal	\$13,000.00
	Sales Tax (0.00)	\$0.00
	Total	\$13,000.00

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions regarding this quote.
Pricing Subject to Change. Standard Quotes are valid for 30 Days. Copper Quotes are valid for 24 hours.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

"We Supply Service"

AGENDA ITEM SUMMARY
October 5, 2023 City Council Workshop
Item Number: 10



Presented by: Chief Dave Williams

Fire Department

ITEM SUMMARY:

Request approval for NAFECO to complete emergency repairs to Ladder 52 (Rosenbauer) aerial turn table swivel for a cost of \$14,675.46. This was not a budgeted repair, but funds are available in GL 100.5.3520.52.2210; Auto/Truck Repairs & Maintenance.

SPECIAL CONSIDERATIONS OR CONCERNS:

Ladder 52 is currently inoperable and out of service due to the needed repairs. We are operating in the reserve aerial apparatus. NAFECO is the authorized dealer and repair center for Rosenbauer Fire Apparatus. Quote # 1214771 was obtained on 09/15/2023 and is active for Net 30.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

\$14,675.46

FUNDING SOURCE:

Line Item: 100.5.3520.52.2210 Funds are available.

ATTACHMENTS:

NAFECO Price Quote # 1214771

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance

NAFECO
1515 West Moulton Street
Decatur, AL 35601
Phone: 800-628-6233

info@nafeco.com

QUOTE

Quote Number: 1214771

Date: 9/15/23

Quote Expiration: NET 30

To: MCD405
MCDONOUGH FIRE DEPT.
136 KEYS FERRY STREET
MCDONOUGH, GA 30253
United States of America

F.O.B. Point:

Salesperson: Brian Goldman (West GA)

Quote Prepared By: Chris Kamphouse

[illegible]

Thank you for your business !

NOTE: All accounts are subject to sales tax charges unless a valid state tax exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: **www.nafeco.com**

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AGENDA ITEM SUMMARY
October 5, 2023, City Council Workshop
Item Number: 11



Presented by: City Administrator, Steve Morgan

Human Resources

ITEM SUMMARY:

Anthem has agreed to our non-marketing renewal ask of +4.9% over current policy amount. While the renewal called for a +12.73%, we were able to negotiate to an increase of only +4.9, to keep it out of market.

Attached please find an electronic copy of our presentation that we reviewed earlier this month, coupled with the Medical Renewal financial work-up, illustrating the +4.9% over current for a total annual increase to the City of \$153,801.00, with no change to employee contributions – As discussed, the +4.9% issued increase is a very favorable and “below trend” renewal.

Anthem Dental issued a rate hold for 2023; so, there is no change.
Anthem Vision along with the Life and Disability rates remain under rate guarantee.

SPECIAL CONSIDERATIONS OR CONCERNS:

This increase will not impact employee contributions.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Total annual increase of \$153,801.00

FUNDING SOURCE:

General Fund – Healthcare 51-2100

ATTACHMENTS:

Pre-Renewal and Benefits Review

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Pre-Renewal and Benefits Review

August 14, 2023



Partnering with MSI

Renewal Recap

Marketing Strategy

Plan Performance Update

Benchmarking

Annual Enrollment Timeline

Agenda

People Focused and Technology Empowered

Benefit Consulting and Analytics

- Financial Reporting
- Analytics/Plan Modeling
- Comprehensive Marketing
- Funding Methodology Eval
- Network Analysis
- Health and Wellness

Enrollment and Engagement

- Online Enrollment Portal
- Eligibility Management
- Payroll Deduction Import
- New Hire/OE Meetings
- Benefit Guides/Statements
- Text Messaging Capability

Service and Support

- Live Customer Service
- Claims Assistance
- Bill Reconciliation
- COBRA Administration
- HR Client Portal
- 1094/1095 Reporting

Open Enrollment Support



Online Enrollment Portal



Employee Benefit Guides



In-Person Meetings/Presentations



Employee Enrollment Packets



Text Messaging Capabilities



Presented by MSI Benefits Group

2023 Renewal Debrief:

- **Health Plan** – The City moved to Anthem in 2022, electing to renew Health Plan at a 11.02% overall increase with No Change in Health Plan Designs or Employee Payroll Deductions for 2023*
*unchanged since 2016
- **Dental and Vision** – Plans changed to Anthem in 2022 with Rates secured through 2023
- **Life and Disability** – Rates secured with Cigna-NY Life through 2024

2024 Renewal:

Discussion Points

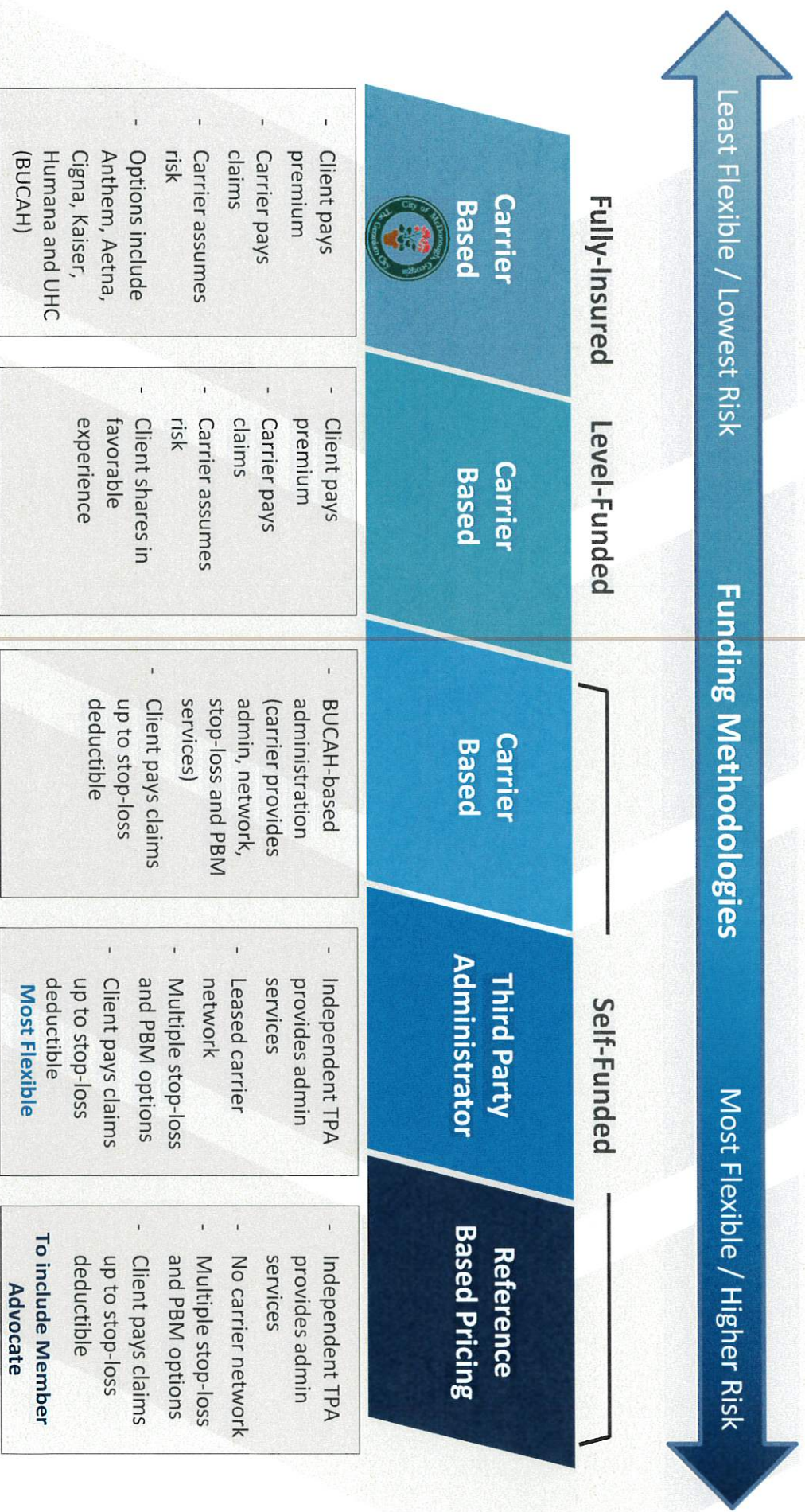
Confirm **Marketing Strategy** and **Target OE Dates**

Determine **Plan Offerings**

Finalize **Plan Contributions**

Marketing Strategy

- Vetting carriers is a continual process overseen by MSI so as to ensure our clients are partnered with the solutions best positioned to meet their overall organizational goals and objectives.
- In the event the carrier will not agree to a non-market Renewal request, MSI utilizes a comprehensive marketing approach, soliciting proposals from all viable options.



Claims vs. Premium

	2022 Plan Year Incurred: Jan '22 - Dec '22	2023 Plan Year-to-Date Incurred: Jan '23 - Apr '23	2024 Renewal Period Incurred: May '22 - Apr '23
Avg Employee Enrollment	157	169	162
Total Annual Premium	\$2,625,531	\$1,042,034	\$2,800,680
Avg Monthly Premium	\$218,794	\$260,509	\$233,390
Medical Claims	\$1,642,748	\$661,614	\$2,070,599
Avg Monthly Medical Claims	\$136,896	\$165,403	\$172,550
Pharmacy Claims	\$403,635	\$183,356	\$461,087
Avg Monthly Pharmacy Claims	\$33,636	\$45,839	\$38,424
Total Incurred Claims	\$2,046,382	\$844,970	\$2,531,685
Avg Monthly Gross Claims	\$170,532	\$211,243	\$210,974
Loss Ratio	77.9%	81.1%	90.4%
Pooled Loss Ratio	64.0%	77.6%	76.6%

- Carrier's Target Loss Ratio is 80% (verbally discuss)

High-Cost Claimants > \$50,000

2023 Plan Year-to-Date		
Relationship	Diagnosis	Incurred Claims
Employee	Musculoskeletal System	\$136,412
Child	Digestive System	\$91,060
Spouse	Digestive System	\$60,833
Total Large Claims		\$288,304
2024 Renewal Period		
Relationship	Diagnosis	Incurred Claims
Child	Injury & Poisoning	\$229,843
Spouse	Injury & Poisoning	\$216,860
Spouse	Neoplasms - Malignant	\$203,009
Child	Respiratory System	\$135,829
Employee	Behavioral Health	\$84,966
Employee	Circulatory System	\$71,834
Total Large Claims		\$942,342

Health Plan Benchmarking

2023 Benchmark	SHBP		City of McDonough		MSI Average Gov.
	Anthem HMO	UHC HMO	Low Plan	High Plan	
Effective Date	1/1/2023	1/1/2023	1/1/2023	1/1/2023	
Active Employees	625,000	625,000	186	186	341
Health Plan Design					
HRA Included	No	No	No	No	23%
HRA Amount	\$0	\$0	\$0	\$0	\$445
Deductible	\$1,300	\$1,300	\$2,500	\$1,500	\$2,166
Coinsurance	80%	80%	80%	80%	86%
Out of Pocket	\$4,000	\$4,000	\$7,900	\$6,000	\$5,353
PCP Copay	\$35	\$35	\$30	\$30	\$29
Specialist Copay	\$45	\$45	\$60	\$60	\$52
Rx Deductible	No	No	\$300	\$150	Yes - 38%
Generic Copay	\$20	\$20	\$20	\$20	\$12
Brand Copay	\$50	\$50	\$50	\$40	\$39
Gross Monthly Premium					
Employee	\$840	\$881	\$734	\$769	\$848
Employee + Spouse	\$1,763	\$1,850	\$1,473	\$1,543	\$1,767
Employee + Child(ren)	\$1,428	\$1,497	\$1,326	\$1,389	\$1,667
Employee + Family	\$2,351	\$2,466	\$2,215	\$2,321	\$2,488
Employer Contribution					
Employee	83%	80%	100%	95%	94%
Employee + Spouse	76%	73%	92%	88%	69%
Employee + Child(ren)	79%	77%	93%	88%	69%
Employee + Family	77%	75%	89%	85%	71%
Employee Monthly Cost					
Employee	\$143	\$175	\$0	\$35	\$53
Employee + Spouse	\$368	\$434	\$123	\$193	\$339
Employee + Child(ren)	\$265	\$318	\$98	\$161	\$305
Employee + Family	\$489	\$577	\$246	\$351	\$548

- The City also provides \$92 per pay period to employees who waive medical coverage and provide proof of medical coverage



Dental and Vision Plan Offerings

Dental Plan		Anthem
Deductible		\$50 / \$150
Annual Maximum		\$1,500
Preventive Services		100%
Basic Services		80%
Endodontics		80%
Periodontics		80%
Major Services		50%
Orthodontia Lifetime Maximum (Dependent Children to age 19)		\$1,500
Orthodontia		50%
Out-of-Network Fee Schedule		90 th UCR
Gross Monthly Premium		
Employee		\$33.72
Employee + Spouse		\$95.59
Employee + Child(ren)		\$95.59
Family		\$95.59
Employer Monthly Cost		
Employee		\$33.72
Employee + Spouse		\$72.61
Employee + Child(ren)		\$72.61
Family		\$72.61
Employee Monthly Cost		
Employee		\$0.00
Employee + Spouse		\$22.98
Employee + Child(ren)		\$22.98
Family		\$22.98

Vision Plan		Anthem
Eye Exam Frequency		Once per 12 Months
Eye Exam		\$10 Copay
Lens Frequency		Once per 12 Months
Single Lenses		\$20 Copay
Bifocal Lenses		\$20 Copay
Trifocal Lenses		\$20 Copay
Contact Lens Frequency		Once per 12 Months
Non-Elective Contacts		Covered in Full
Elective Contacts		\$130 Allowance Plus 15% Discount
Frame Frequency		Once per 24 Months
Frame Allowance		\$130 Plus 20% Discount
Gross Monthly Premium		
Employee		\$6.31
Employee + Spouse		\$11.03
Employee+ Child(ren)		\$11.98
Employee + Family		\$18.27
Employer Monthly Cost		
Employee		\$0.00
Employee + Spouse		\$0.00
Employee+ Child(ren)		\$0.00
Employee + Family		\$0.00
Employee Monthly Cost		
Employee		\$6.31
Employee + Spouse		\$11.03
Employee+ Child(ren)		\$11.98
Employee + Family		\$18.27

Tentative Open Enrollment Timeline:

Major Action Items	Owner	Target Date
→ Conduct Pre-Renewal Meeting	MSI / McDonough	08/09
→ Confirm Marketing Strategy and Target OE Dates	McDonough	08/09
→ Review Medical, Dental, Vision Renewals	MSI	09/04
→ Conduct Renewal Meeting	MSI / McDonough	09/13
→ Determine Plan Offerings	McDonough	09/20
→ Finalize Plan Contributions	McDonough	09/25
→ Initiate Product Build-out and Rate Changes in Enrollment Platform *3 weeks out from Open Enrollment	MSI	10/02
→ Provide Open Enrollment Letter and Benefits Guide for Review *2 weeks out from Annual Enrollment	MSI	10/09
→ Provide Benefit Packets for Distribution *1 week out from Open Enrollment	MSI	10/16
Target Open Enrollment: October 23 rd - November 15 th		



	Gross Annual Premium	Gross \$ Difference	Gross % Difference
Medical/Rx			
Anthem			
Current	\$3,138,585	N/A	N/A
Renewal	\$3,292,385	\$153,801	4.9%

City Annual Cost	City \$ Difference	City % Difference
\$2,793,860	N/A	N/A
\$2,947,660	\$153,801	5.5%

Employee Annual Cost	Employee \$ Difference	Employee % Difference
\$344,725	N/A	N/A
\$344,725	\$0	0.0%

1293600

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This Communications Site Lease Agreement (Ground) ("Agreement") is entered into this 29th day of May, 1998, between Nextel South Corp., a Georgia Corporation, d/b/a Nextel Communications ("Lessee"), and The City of McDonough, a Georgia municipal corporation ("Lessor").

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

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in the City of McDonough, County of Henry, State of Georgia. The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee, and Lessee leases from Lessor, approximately three thousand (3,000) square feet of the Land and all access and utility easements (the "Premises") as described in Exhibit B annexed hereto.
2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.
3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Premises for the purpose of: making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).
4. **Term.** The term of this Agreement shall be five (5) years commencing on the first to occur of that date when the Lessee constructs and begins operating a communications tower on the Premises, or June 30, 1998, whichever first occurs ("Commencement Date") and terminating on the 5th anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.
5. **Rent Consideration.** Within 15 days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor rent of ONE THOUSAND and 00/100 DOLLARS (\$1,000.00) per month ("Rent"). The Rent for any fractional month at the beginning or at the end of the Term or any Renewal Term shall be prorated. The Rent shall be payable to Lessor at the City of McDonough, Attention: Accounts Payable, 88 Keya Ferry Street, P.O. Box 193, McDonough, Georgia 30233.
6. **Facilities; Utilities; Access.**
 - (a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities

at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, contractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period.

8. Taxes. If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Land.

9. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. Termination. This Agreement may be terminated without further liability on sixty (60) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference. Lessor may terminate this Agreement upon one hundred and eighty (180) days prior notice at any time after expiration of the Term, and the first Renewal Term, if applicable, for good cause shown.

11. Destruction or Condemnation. If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities, bodily injury and property damage insurance with a combined single limit of at least Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. Assignment. Lessee may not assign, sublet or otherwise transfer all or any part of its interest in this Agreement, or in the Premises, without the prior written consent of Lessor; provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity

acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 above, and Lessee may license all or any portion of the Premises to one or more entities for communications uses only, without Lessor's consent. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. Warranty of Title and Quiet Enjoyment. Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

16. Repairs. Lessee shall not be required to make any repairs to the Premises or the Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. Hazardous Substances. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (1) that to its best knowledge, but without investigation, neither Lessor nor, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party (but excluding permitted assignees or licensees of Lessor), to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

MKT: Georgia
SITE #: GA 1513R

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

To Lessor: The City of McDonough
 Attention: William E. Schmid,
 City Administrator
 88 Keys Ferry Streets
 P.O. Box 193
 McDonough, Georgia 30233

To Lessee: Nextel South Corp. d/b/a Nextel Communications, Inc.
 6575 The Corners Parkway
 Suite 100
 Norcross, Georgia 30092
 Attn: Property Manager

with a copy to: Nextel Communications
 1505 Farm Credit Drive
 McLean, Virginia 22102
 Attn: Legal Dept., Contracts Manager

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

(e) This Agreement shall be governed by the laws of the State of Georgia.

(f) Lessor acknowledges that a Memorandum of this Agreement will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

MKT: Georgia
SITE #: GA 1513H

(i) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

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

LESSOR:

The City of McDonough, Georgia

By: Richard Craig
Mayor, Richard Craig

Attest: Shirley Bay
City Clerk

LESSEE:

Nextel South Corp.

By: U. Coe

Title: Area President

Sworn to and subscribed before
me this 13th day of June,
1998.

Dianne M. Lendon
Witness

Shirley Bay
Notary Public
Notary Public, Henry County, Georgia
My Commission Expires June 17, 2001

Sworn to and subscribed before
me this 10 day of June,
1998.

Kassandra Allen
Witness

Tessa Arnold
Notary Public
Tessa Arnold
Notary Public, Henry County, Georgia
My Commission Expires July 10, 2000

MKT: Georgia
SITE #: GA 1513H

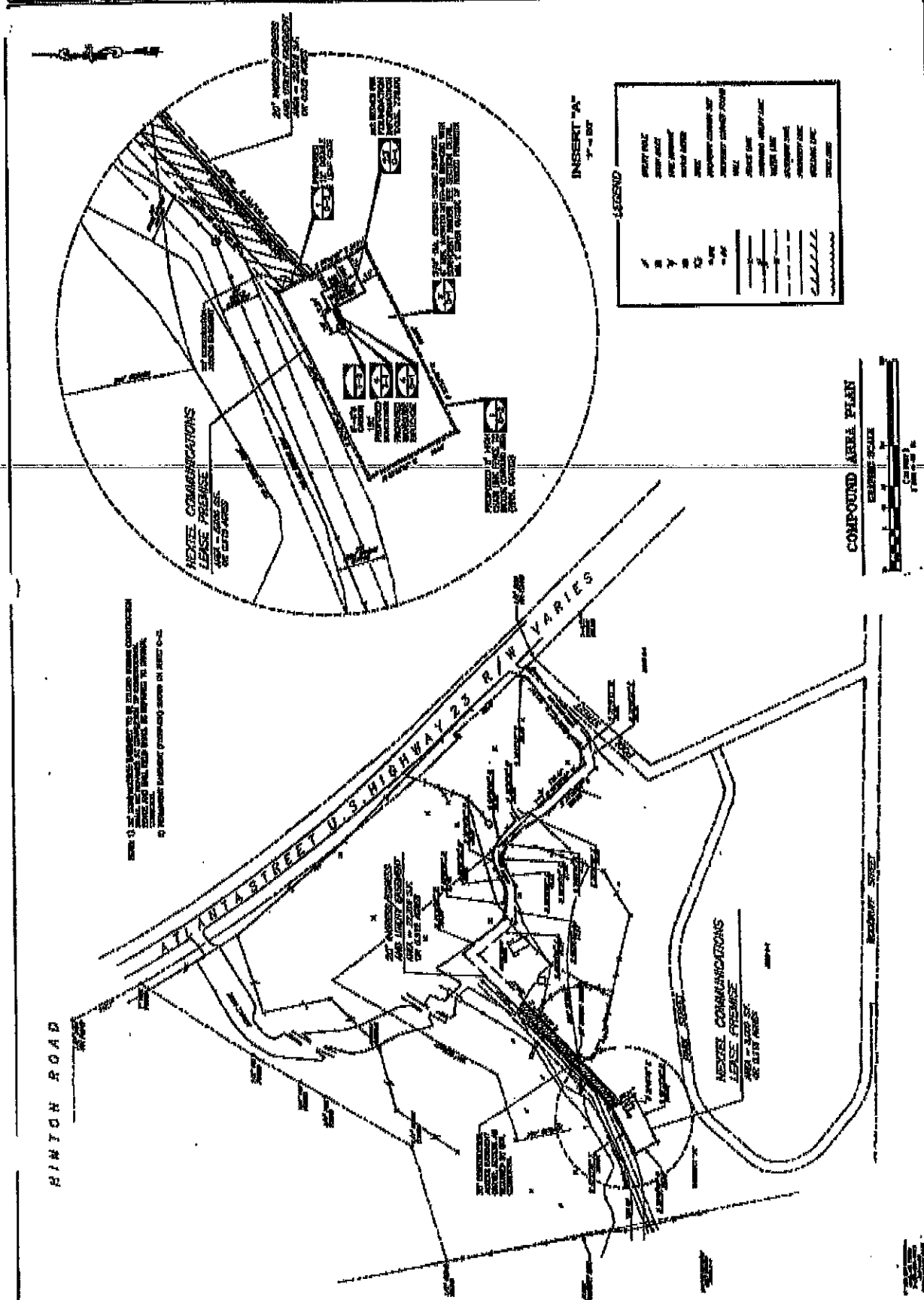
EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated May __, 1998, by and between the City of McDonough, Georgia, as Lessor,
and Nextel South Corp. d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description): See Attachment A annexed
hereto.

[INTENTIONALLY LEFT BLANK]

[illegible]

MKT: Georgia
SITE #: GA 1513H

EXHIBIT B

DESCRIPTION OF Premises

to the Agreement dated May ____, 1998, by and between the City of McDonough, Georgia, as Lessor,
and Nextel South Corp. d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:

See Attachment B annexed hereto, including Letter of Agreement concerning access.

[INTENTIONALLY LEFT BLANK]

Notes:

1. [INTENTIONALLY DELETED]
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of any access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

ATTACHMENT B
(Page 1 of 5)

NEXTEL COMMUNICATIONS
Kalves Creek Site GA-1513 H
Lease Premise

ALL THAT TRACT or parcel of land lying and being in Land Lot 133 of the 7th District of Henry County, Georgia and being more particularly described as follows:
BEGINNING at a 1" pipe found at the intersection of the south right-of-way line of Hinton Road and the southwest right-of-way line of Atlanta Street (80 foot R/W);
Thence running in a southeasterly direction along the southwest right-of-way line of Atlanta Street, a distance of 790 feet to a point at which said right-of-way changes from an 80 foot right-of-way line to a 70 foot right-of-way line;
Thence continuing along said 70 foot right-of-way line, a distance of 166.42 feet to a point being the **TRUE POINT OF BEGINNING**;

Thence away from said right-of-way line South 16 Degrees 11 Minutes 12 Seconds West, a distance of 20.40 feet to a point;
~~Thence South 51 Degrees 40 Minutes 32 Seconds West, a distance of 161.94 feet to a point;~~
Thence South 77 Degrees 18 Minutes 31 Seconds West, a distance of 39.90 feet to a point;
Thence North 41 Degrees 35 Minutes 48 Seconds West, a distance of 112.44 feet to a point;
Thence North 32 Degrees 34 Minutes 10 Seconds West, a distance of 80.83 feet to a point;
Thence North 54 Degrees 54 Minutes 44 Seconds West, a distance of 52.99 feet to a point;
Thence South 82 Degrees 19 Minutes 51 Seconds West, a distance of 34.97 feet to a point;
Thence South 62 Degrees 41 Minutes 36 Seconds West, a distance of 42.56 feet to a point;
Thence North 88 Degrees 50 Minutes 07 Seconds West, a distance of 57.20 feet to a point;
Thence North 40 Degrees 52 Minutes 02 Seconds West, a distance of 104.91 feet to a point;
Thence South 46 Degrees 13 Minutes 14 Seconds West, a distance of 407.26 feet to a 1/2" rebar set at the northeast corner of the Nextel Communications Lease Premise;
Thence South 26 Degrees 46 Minutes 45 Seconds East, a distance of 50.82' feet to a 1/2" rebar set;
Thence South 63 Degrees 13 Minutes 15 Seconds West, a distance of 100.00 feet to a 1/2" rebar set;
Thence North 26 Degrees 46 Minutes 45 Seconds West, a distance of 50.00 feet to a 1/2" rebar set;
Thence North 63 Degrees 13 Minutes 15 Seconds East, a distance of 100.00 feet to a 1/2" rebar set;

The property herein described having an area of 5,000 square feet or 0.115 acres more or less as shown on a Boundary Survey for Nextel Communications by Hartrampf Engineering, Inc., dated August 19, 1997 last revised 2/5/98 and being a part of a parent tract owned by the City of McDonough.

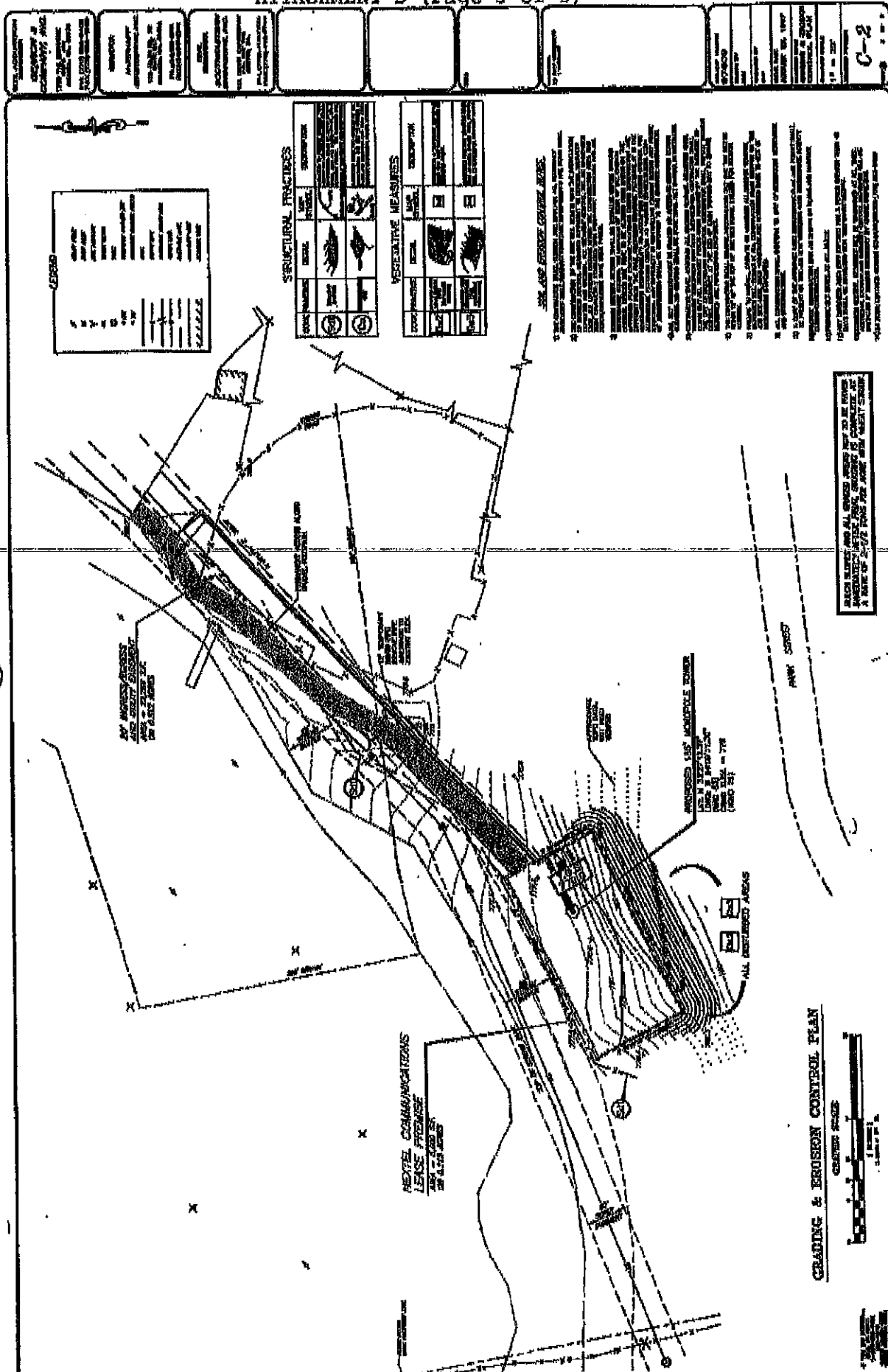
ATTACHMENT B
(Page 2 of 5)

NEXTEL COMMUNICATIONS
Kalves Creek Site GA-1513 H
Ingress/Egress and Utility Easement

ALL THAT TRACT or parcel of land lying and being in Land Lot 133 of the 7th District of Henry County, Georgia and being more particularly described as follows:
BEGINNING at a 1" pipe found at the intersection of the south right-of-way line of Hinton Road and the southwest right-of-way line of Atlanta Street (80 foot R/W);
Thence running in a southeasterly direction along the southwest right-of-way line of Atlanta Street, a distance of 790 feet to a point at which said right-of-way changes from an 80 foot right-of-way line to a 70 foot right-of-way line;
Thence continuing along said 70 foot right-of-way line, a distance of 166.42 feet to a point being the **TRUE POINT OF BEGINNING**;

Thence away from said right-of-way line South 16 Degrees 11 Minutes 12 Seconds West, a distance of 20.40 feet to a point;
Thence South 51 Degrees 40 Minutes 32 Seconds West, a distance of 161.94 feet to a point;
Thence South 77 Degrees 18 Minutes 31 Seconds West, a distance of 39.90 feet to a point;
Thence North 41 Degrees 35 Minutes 48 Seconds West, a distance of 112.44 feet to a point;
Thence North 32 Degrees 34 Minutes 10 Seconds West, a distance of 80.83 feet to a point;
Thence North 54 Degrees 54 Minutes 44 Seconds West, a distance of 52.99 feet to a point;
Thence South 82 Degrees 19 Minutes 51 Seconds West, a distance of 34.97 feet to a point;
Thence South 62 Degrees 41 Minutes 36 Seconds West, a distance of 42.56 feet to a point;
Thence North 88 Degrees 50 Minutes 07 Seconds West, a distance of 57.20 feet to a point;
Thence North 40 Degrees 52 Minutes 02 Seconds West, a distance of 104.91 feet to a point;
Thence South 46 Degrees 13 Minutes 14 Seconds West, a distance of 407.26 feet to a point;
set at the northeast corner of the Nextel Communications Lease Premise;
Thence South 26 Degrees 46 Minutes 45 Seconds East along the northeast line of said lease premise, a distance of 20.91 feet to a point;
Thence away from said lease premise line North 46 Degrees 13 Minutes 14 Seconds East, a distance of 392.33 feet to a point;
Thence South 40 Degrees 52 Minutes 02 Seconds East, a distance of 92.76 feet to a point;
Thence South 88 Degrees 50 Minutes 07 Seconds East, a distance of 71.17 feet to a point;
Thence North 62 Degrees 41 Minutes 36 Seconds East, a distance of 44.18 feet to a point;
Thence North 82 Degrees 19 Minutes 51 Seconds East, a distance of 23.68 feet to a point;
Thence South 54 Degrees 54 Minutes 44 Seconds East, a distance of 41.21 feet to a point;
Thence South 32 Degrees 34 Minutes 10 Seconds East, a distance of 78.46 feet to a point;
Thence South 41 Degrees 35 Minutes 48 Seconds East, a distance of 125.82 feet to a point;
Thence North 77 Degrees 18 Minutes 31 Seconds East, a distance of 56.25 feet to a point;
Thence North 51 Degrees 40 Minutes 32 Seconds East, a distance of 172.89 feet to a point;
Thence North 16 Degrees 11 Minutes 12 Seconds East, a distance of 14.72 feet to a point on the southwest right-of-way line of Atlanta Street;
Thence North 42 Degrees 41 Minutes 11 Seconds West along said right-of-way line, a distance of 23.36 feet to a point;

The property herein described being for a 20 foot wide Ingress/Egress and Utility Easement having an area of 22,289 square feet or 0.512 acres more or less as shown on a Boundary Survey for Nextel Communications by Hartrampf Engineering, Inc., dated August 19, 1997 last revised 2/5/98 and being a part of a parent tract owned by the City of McDonough.



ATTACHMENT B (Page 5 of 5)
Attachment B
(cont.)

GEARON COMMUNICATIONS

Wireless Network Development

GA Kalvas Creek 21st
6960

TO Bill Mathieu

K. Allison
5/18

Letter of Agreement

Pursuant to the meeting held on March 23, 1998, between representatives of Nextel Communications and City of McDonough, the following outlines the discussed changes to the "Temporary Construction Access Easement" for use during the construction phase of the proposed cellular site. Nextel Communications or a subcontractor of Nextel will enter through the exit of Alexander Park against the flow of traffic and reach the site by crossing over a "Temporary Stream Crossing" throughout the duration of the construction phase. Nextel Communications will be responsible for setting up the "Temporary Stream Crossing" in accordance with all the requirements of the Manual for Erosion and Settlement Control for the state of Georgia. Upon completion of the project, the "crossing" will be removed by Nextel Communications. The contractor will take every precaution to minimize the impact of construction on Alexander Park and shall not leave any unsecured or unattended equipment, hazardous debris or material that may pose a potential safety hazard to the pedestrians or other users of the park.

Once the construction phase has been completed, the access easement will revert back to the original "Permanent Access Easement" as shown on the original approved site plan. The current utility easement will also remain the same as shown by the original approved site plan with the stipulation that during construction a "horizontal ditch drill" will be used so as not to disturb the playing field. All of the following above will be outlined on an attachment sheet to the site plan.

Kassandra Allison
Nextel Communications

4/8/98
Date

Richard Craig
City of McDonough Representative

6-2-98
Date

RIDER ONE

SPECIAL STIPULATIONS TO COMMUNICATION SITE LEASE AGREEMENT

1. Benefits to the City of McDonough. The installation of communications equipment owned by the Lessor hereunder, including antenna and cell facilities and related equipment, to enable the provision of mobile telecommunications and related services, may improve the quality and availability of such services to residents and businesses of the Lessors, as well as provide access to emergency services, health services, commercial businesses and residences, and will help control the unwanted proliferation of antenna and cellular facilities through careful siting and collocation requirements. In addition, the availability of such facilities may provide redundancy and route diversity and an alternative to traditional telephone services in the event of localized or greater disaster to the extent such facilities are still in operation as a result of such an event. The Premises are not being utilized for other public purposes inconsistent with installation of Lessee Facilities.

2. As Is. Except as expressly provided otherwise herein, Lessee is accepting the Premises "as is", and waives any right or claim against the Lessor arising out of same.

3. Facilities. Lessee Facilities shall include a monopole tower structure (the "Monopole Tower") not to exceed 185 feet in height above grade. Lessee shall provide to the Lessor prior to commencing construction of the Lessee Facilities a report from a professional structural engineer licensed in the State of Georgia documenting the following:

- (a) Monopole Tower height and design, including reasonable technical, engineering and other pertinent factors governing selection of the proposed design. A cross-section of this structure shall be included;
- (b) Total anticipated antenna capacity of the structure, including number and types of antennas which can be accommodated;
- (c) Reasonable evidence of the structural integrity of the structure; and
- (d) A summary of any failure characteristics of the structure, and of the reasonably anticipated surface area likely to be impacted by failure of the structure. Lessee Facilities shall be automated to the greatest extent economically possible to reduce traffic in the area. Except for the structure that will be part of the Lessee Facilities necessary to house Lessee's equipment, all accessory structures used in direct support or operation of the Lessee Facilities shall not be used for offices, vehicle storage, or other outdoor storage. Lessee has permission to clear trees, undergrowth and other obstructions and to trim, cut and keep trimmed and cut all trees or undergrowth which interferes with Lessee's use of the Lessee Facilities. Lessee agrees to seek approval in each instance from the Lessor prior to such clearing, which approval shall not be unreasonably withheld, delayed or conditioned.

4. Payment. All materials furnished for work done on the Premises by the Lessee shall be paid for at Lessee's sole cost and expense. Lessee agrees to protect the Premises and the Lessor, from any and all claims of its contractors, laborers and materialmen.

5. Utility Relocation. To the extent not already completed, Lessee shall, at its sole expense, place underground all existing above-ground utility lines on the Land, including but not limited to, power and telephone lines serving street lights, concession stands, and ball field lights. Lessee shall submit plans for the rerouting of such utility lines to the Lessor for prior approval, which approval shall not be unreasonably withheld, delayed or conditioned.

6. Rent Adjustment. At the Adjustment Date, as defined below, the Rent paid hereunder shall be raised in the amount of four percent (4%) of the existing Rent, or the percentage change in the Consumer Price Index or CPI, as defined hereinbelow, whichever is greater.

(a) The first anniversary of the Commencement Date, and each anniversary of the Commencement Date thereafter, is herein called an "Adjustment Date". The Rent shall be adjusted on each Adjustment Date and as adjusted shall be in effect from and including the Adjustment Date until the next Adjustment Date. As of each Adjustment Date, the Rent shall be adjusted to an amount equal to the greater of said four percent (4%) increase, or the product of multiplying the Rent in effect immediately prior to the Adjustment Date in question by a fraction, the numerator of which is the CPI, published for the month which is two months prior to the Adjustment Date in question, and the denominator of which is the CPI published for the month which is fourteen (14) months prior to the Adjustment Date in question.

(b) The term Consumer Price Index or CPI as used in this Agreement shall mean the Consumer Price Index for United States All Urban Consumers, All Items (1982-84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor. In the event the CPI shall hereinafter be converted to a different standard reference base or otherwise revised, the determinations based on the CPI hereunder after such conversion or revision shall be made with the use of such conversion factor, formula, or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if that is not published, then with the use of such conversion factor, formula, or table as may be published by any nationally recognized publisher of similar statistical information mutually agreeable to the parties.

7. Collocation. To the extent the Lessee offers use of space on the Monopole Tower that is part of the Lessee Facilities to any entity other than the Lessor or an entity related to Lessor, whether in connection with mobile service or for any other telecommunications related service, Lessee shall further pay additional monthly rent to Lessor in the form of a surcharge in the amount of twenty-five percent (25%) of the consideration received from each individual return from such additional user of the Lessee Facility. If the consideration received by Lessee from a third party cannot be reasonably quantified, then at a minimum, Lessee shall remit to Lessor for every third party using space on the Monopole Tower twenty-five percent (25%) of the prevailing market rate for use of a similar site. This surcharge will be in addition to, and not in lieu, regular Rent payable hereunder, and shall be made monthly simultaneously with regular payments of the Rent hereunder. Failure to remit such surcharge shall constitute a breach of the terms of this Agreement. Lessee agrees to give thirty (30) days prior written notice to Lessor of any proposed collocation, which notice shall identify the proposed parties, and the business terms upon which such collocation shall be accomplished. The Lessor shall have thirty (30) days from its receipt of such notice to approve or disapprove in writing such collocation, any such disapproval to contain specific reasons for the disapproval, and what steps must be taken to make such collocation acceptable. If Lessee complies with such requirements, then the Lessor shall approve such collocation. If the Lessor does not respond within the initial thirty (30) day period, then such collocation shall be deemed approved for all purposes.

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AGENDA
City of McDonough
City Council Workshop
McKibben Chambers City Hall
136 Keys Ferry Street
October 5, 2023
6:00 PM

1. Call to Order Mayor Sandra Vincent
2. Roll Call
3. Invocation
4. Pledge of Allegiance

5. Approval of the Agenda
6. Consent Agenda
 - A. Technology Services** **Brian Linton, Director**
Request for approval to pay Neptune 360 annual maintenance renewal invoice in the amount of \$13,000.00. Neptune 360 is the system which measures water consumption by citizens and businesses and provides billing for all water customers. Funding Source: General Fund Line Item 100.5.1535.52.1301
 - B. Administration** **Christy L. Taylor, City Clerk**
Approval of the September 18, 2023, City Council Meeting Minutes.
7. Public Comments
8. Proclamations
In honor of Mr. Solomon Barge
9. McDonough Tourism Presentation
10. **Public Safety – Fire Department** **Chief Dave Williams**
Request approval for NAFECO to complete emergency repairs to Ladder 52 (Rosenbauer) aerial turn table swivel for a cost of \$14,675.46. This was not a budgeted repair, but funds are available in GL 100.5.3520.52.2210; Auto/Truck Repairs & Maintenance.
11. **Administration** **Steve Morgan, City Administrator**
Request authorization for renewal of Anthem Health Insurance at an increase of +4.9% over the current policy amount, for a total increase of \$153,801.00. This increase will not impact employee contributions. Funding Source: General Fund – Healthcare 51-2100

12. **Administration** **Steve Morgan, City Administrator**
Authorization to install speed calming devices on the following roadways for the health, safety, and welfare of the impacted communities:
College Street
Heartwood
Wildwood
13. **Administration** **Attorney Emilia Walker**
Authorization for the Mayor to finalize and execute renewal and/or continuation of tower lease agreement at Kalves Creek as approved by the Council on or about 2/20/2023, with SpectraSite Communications, LLC.
14. **Administration** **Mayor Vincent**
Adoption of a Resolution Pledging to Practice and Promote Civility in the City of McDonough
15. Executive Session (if needed) for: Litigation O.C.G.A. 50-14-2
Real Estate O.C.G.A. 50-14-3 (b)(1)
Personnel O.C.G.A. 50-14-3 (b)(2)
16. Project Updates:
District I | Rufus Stewart District III | Scott Reeves At-Large | Ben Pruett
District II | Jamal Burt District IV | Kam Varner At-Large | Vanessa Thomas
17. City Administrator, City Clerk, City Attorney, and Mayor Comments
18. Adjournment

OPEN MEETINGS COMPLIANCE NOTICE: This is a regularly scheduled meeting of Mayor and Council of the City of McDonough duly noticed pursuant to the requirements of the Georgia Open Meetings Law (O.C.G.A. § 50-14-1, et seq). Notice of the meeting schedule was published in the *Henry Herald* on December 21, 2022; and a copy the meeting schedule was posted at City Hall and on the City's website, as required by law.

10/02/2023 @ 4:39 p.m.

EXTENSION TO THE COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS EXTENTION to the Communications Site Lease Agreement (Ground) ("Extended Agreement") is entered into and made effective as of the latter signature date hereof ("Effective Date") by between ("Lessee"), a Delaware limited liability company, and the **City of McDonough** ("Lessor"), a Georgia municipal corporation (Lessee and Lessor collectively referred to as the "Parties").

WHEREAS, on or about May 29, 1998, Lessor entered into an agreement with Nextel South Corp. entered into a communications site lease agreement titled "*Communications Site Lease Agreement (Ground)*" ("Original Agreement");

WHEREAS, Lessee is the successor in interest to Nextel South Corp. and previously assumed the obligations and responsibilities of Nextel South Corp. as set forth under the Original Agreement and herein;

WHEREAS, the term of the Original Agreement included an initial five (5) year term commencing on the date when the Lessee constructs and begins operating a communications tower on the Premises, or June 30, 1998, whichever first occurs, and four (4) successive five (5) year renewal terms thereafter, with payments and rent to be paid to Lessor by Lessee through June 28, 2023; and

WHEREAS, Lessor and Lessee desire and intend through this Extended Agreement to amend and extend the Original Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Original Agreement:

- 1. Original Agreement Extension.** Lessee, **SpectraSite Communications, LLC**, previously accepted, and assumed all obligations and responsibilities of Lessee and Nextel South Corp., as required and set forth under the Original Agreement and herein.
- 2. Section 4, Term, of the Original Agreement is hereby amended as follows:** The term of Original Agreement is hereby extended to include an additional term, which shall commence on June 29, 2023 ("Initial Extended Term") and shall expire on June 28, 2024. The Original Agreement shall renew thereafter for three (3) successive five (5) year renewal terms (the "Extended Renewal Terms"). The Original Agreement shall automatically be extended for each successive Extended Renewal Term herein unless Lessee notifies Lessor prior to commencement of the succeeding Extended Renewal Term of its intention not to renew the Original Agreement.
- 3. The Section 5, Rent Consideration, of the Original Agreement is hereby deleted and replaced to read as follows:**

Rent Consideration. Commencing with the rental period beginning June 29, 2023, Lessee shall pay to Lessor rent of TWO THOUSAND EIGHT HUNDRED DOLLARS (\$2,800) per month

("Rent"). In the event that the Effective Date occurs after June 29, 2023, Lessee shall pay Lessor a lump sum payment equal to the difference between the Rent specified in this Extended Agreement, and any amount paid pursuant to the Original Agreement for the same period of time ("Retroactive Rental Payment"). Lessee shall tender the Retroactive Rental Payment within thirty days of the Effective Date. Commencing with the first Rent payment due following the Effective Date, and for each month thereafter, Lessee shall pay Rent on or before the first day of each month. The Rent shall be payable to Lessor at: The City of McDonough, Attention: Accounts Payable, 136 Keys Ferry Street, McDonough, Georgia 30253.

4. **One-Time Payment.** Additionally, within 30 days of the Effective Date, and subject to the following conditions precedent: (a) Lessee's receipt of this Extended Agreement executed by Landlord, on or before July 15, 2023; (b) Lessee's confirmation that Lessor's statements as further set forth in this Extended Agreement are true, accurate, and complete, including verification of Lessor's ownership; (c) Lessee's receipt of any documents and other items reasonably requested by Lessee in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Lessee of an original Memorandum of Lease (the "Memorandum") executed by Lessor, Lessee shall pay to Lessor a one-time payment of FIFTEEN THOUSAND DOLLARS (\$15,000).

5. **The Parties' addresses under Section 18(d) of the Original Agreement are hereby updated and amended to read as follows:**

If to Lessor:

City of McDonough
c/o Sandra Vincent, Mayor
136 Keys Ferry Street
McDonough, GA 30253

City of McDonough
c/o Steve Morgan, City Administrator
136 Keys Ferry Street
McDonough, GA 30253

If to Lessee:

SpectraSite Communications, LLC
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

SpectraSite Communications, LLC
Attn: Legal Depart.
116 Huntington Avenue
Boston, MA 02116

6. **Rider One, Section 6, of the Original Agreement is hereby deleted and replaced to read as follows:**

Rent Adjustment.

- (a) Each year on June 29 ("Adjustment Date"), commencing on June 29, 2024, the Rent paid hereunder shall be raised in the amount of four percent (4%) of the existing Rent, or increased by the percentage change in the Consumer Price Index for United States All Urban Consumers, U.S. City Average, as published by the United States Department of Labor Statistics (1982-1984=100) ("CPI"), whichever is greater. The Rent shall be adjusted

on each Adjustment Date and as adjusted shall be in effect from and including the Adjustment Date until the next Adjustment Date. As of each Adjustment Date, the Rent shall be adjusted to an amount equal to the greater of said four percent (4%) increase, or the product of multiplying the Rent in effect immediately prior to the Adjustment Date in question by a fraction, the numerator of which is the CPI, published for the month which is three (3) months prior to the Adjustment Date in question, and the denominator of which is the CPI published for the month which is fifteen (15) months prior to the Adjustment Date in question.

- (b) In the event the CPI shall hereinafter be converted to a different standard reference base or otherwise revised, the determinations based on the CPI hereunder after such conversion or revision shall be made with the use of such conversion factor, formula, or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if that is not published, then with the use of such conversion factor, formula, or table as may be published by any nationally recognized publisher of similar statistical information as selected by Lessee.

7. The revenue share and other requirements under Rider One, Section 7, Collocation, of the Original Agreement shall remain payable to Lessor and in effect for all terms and extended terms of the Original Agreement, however, Lessee shall not be required to tender such payment simultaneously with the Rent. In addition, Lessor hereby acknowledges and agrees that in the event that there are less than two users of the Lessee Facility (as defined in the Original agreement) at one time, Lessor shall not be entitled to any additional monthly rent ("Collocation Fee"). Lessor shall only be entitled to Collocation Fee when there are at least two users of the Lessee Facility at any given time, and such Collocation Fee shall only be due for the second and each subsequent user. The initial payment shall be due within thirty (30) days of actual receipt by Lessee of the first collocation payment paid by

8. The Parties hereby agree that no defaults exist under the Original Agreement. To the extent Lessee needed consent and/or approval from Lessor for any of Lessee's activities at and uses of the site prior to the Effective Date, Lessor's execution of this Extended Agreement is and shall be considered consent to and approval of all such activities and uses.

9. Miscellaneous.

- (a) Capitalized terms not defined in this Extended Agreement will have the meaning ascribed to such terms in the Original Agreement.
- (b) Except as specifically set forth in this Extended Agreement, the Original Agreement remains in full force and effect. In the event of any inconsistencies between this Extended Agreement and the Original Amendment, the terms of this Extended Agreement shall take precedence.
- (c) This Extended Agreement may be executed in one or more counterparts, and by the Parties hereto in separate counterparts, each of which when executed shall be deemed to be an

original but all of which taken together shall constitute one and the same Extended Agreement.

- (d) This Extended Agreement shall become effective, upon its execution by Lessor and Lessee, by and through their signatures appearing below:

IN WITNESS WHEREOF, the Parties have executed this Extended Agreement by and through their signatures appearing below:

FOR LESSEE, SPECTRASITE COMMUNICATIONS LLC:

Insert name, title

Sworn to and subscribed before me this
____ day of _____, 2023

Notary Public

My Commission Expires:

FOR LESSOR, CITY OF MCDONOUGH:

Sandra Vincent, Mayor

Christy L. Taylor, City Clerk

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Jeanette Robinson, Esq.
ATC Site No: 303415
ATC Site Name: Kalves Creek
Assessor's Parcel No(s): 091-01027000

Prior Recorded Lease Reference:

Book 3169, Page 24
State of Georgia
County of Henry

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202____ by and between **The City of McDonough**, a Georgia municipal corporation, ("**Landlord**") and **SpectraSite Communications, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement (Ground) dated May 29, 1998 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be June 30, 2039. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
4. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt

requested to the addresses set forth herein: to Landlord at: Attn: Mayor, 136 Keys Ferry St., McDonough, GA 30253 and Attn: City Manager, 136 Keys Ferry St., McDonough, GA 30253; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

5. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

The City of McDonough,
a Georgia municipal corporation,

Certification

~~I, Christy Taylor, Clerk of the City of McDonough, Georgia, hereby certify that I was present at~~
the meeting of the City Council of the City of McDonough, Georgia, held on
_____, 2023, at which a quorum was present, and that I hereby certify that
Mayor Sandra Vincent was duly authorized to finalize and execute an agreement for the renewal of a
tower lease agreement at Kalves Creek by the City Council of the City of McDonough, Georgia, at said
meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of McDonough,
County of Henry, State of Georgia, this _____ day of _____, 2023.

Christy Taylor, City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

SpectraSite Communications, LLC
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this _____ day of _____, 202____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory
evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Henry, State of GA, and being known as Henry County
APN: 091-01027000.

EXHIBIT A
(continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ALL THAT TRACT or parcel of land lying and being in Land Lot 133 of the 7th District of Henry County, Georgia and being more particularly described as follows:
BEGINNING at a 1" pipe found at the intersection of the south right-of-way line of Hinton Road and the southwest right-of-way line of Atlanta Street (80 foot R/W);
Thence running in a southeasterly direction along the southwest right-of-way line of Atlanta Street, a distance of 790 feet to a point at which said right-of-way changes from an 80 foot right-of-way line to a 70 foot right-of-way line;
Thence continuing along said 70 foot right-of-way line, a distance of 166.42 feet to a point being the **TRUE POINT OF BEGINNING**;

Thence away from said right-of-way line South 16 Degrees 11 Minutes 12 Seconds West, a distance of 20.40 feet to a point;
Thence South 51 Degrees 40 Minutes 32 Seconds West, a distance of 161.94 feet to a point;
Thence South 77 Degrees 18 Minutes 31 Seconds West, a distance of 39.90 feet to a point;
Thence North 41 Degrees 35 Minutes 48 Seconds West, a distance of 112.44 feet to a point;
Thence North 32 Degrees 34 Minutes 10 Seconds West, a distance of 80.83 feet to a point;
Thence North 54 Degrees 54 Minutes 44 Seconds West, a distance of 52.99 feet to a point;
Thence South 82 Degrees 19 Minutes 51 Seconds West, a distance of 34.97 feet to a point;
Thence South 62 Degrees 41 Minutes 36 Seconds West, a distance of 42.56 feet to a point;
Thence North 88 Degrees 50 Minutes 07 Seconds West, a distance of 57.20 feet to a point;
Thence North 40 Degrees 52 Minutes 02 Seconds West, a distance of 104.91 feet to a point;
Thence South 46 Degrees 13 Minutes 14 Seconds West, a distance of 407.26 feet to a 1/2" rebar set at the northeast corner of the Nextel Communications Lease Premise;
Thence South 26 Degrees 46 Minutes 45 Seconds East, a distance of 50.82' feet to a 1/2" rebar set;
Thence South 63 Degrees 13 Minutes 15 Seconds West, a distance of 100.00 feet to a 1/2" rebar set;
Thence North 26 Degrees 46 Minutes 45 Seconds West, a distance of 50.00 feet to a 1/2" rebar set;
Thence North 63 Degrees 13 Minutes 15 Seconds East, a distance of 100.00 feet to a 1/2" rebar set;

The property herein described having an area of 5,000 square feet or 0.115 acres more or less as shown on a Boundary Survey for Nextel Communications by Hartampf Engineering, Inc., dated August 19, 1997 last revised 2/5/98 and being a part of a parent tract owned by the City of McDonough.

EXHIBIT A
(continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ALL THAT TRACT or parcel of land lying and being in Land Lot 133 of the 7th District of Henry County, Georgia and being more particularly described as follows:
BEGINNING at a 1" pipe found at the intersection of the south right-of-way line of Hinton Road and the southwest right-of-way line of Atlanta Street (80 foot R/W);
Thence running in a southeasterly direction along the southwest right-of-way line of Atlanta Street, a distance of 790 feet to a point at which said right-of-way changes from an 80 foot right-of-way line to a 70 foot right-of-way line;
Thence continuing along said 70 foot right-of-way line, a distance of 166.42 feet to a point being the **TRUE POINT OF BEGINNING**;

Thence away from said right-of-way line South 16 Degrees 11 Minutes 12 Seconds West, a distance of 20.40 feet to a point;
Thence South 51 Degrees 40 Minutes 32 Seconds West, a distance of 161.94 feet to a point;
Thence South 77 Degrees 18 Minutes 31 Seconds West, a distance of 39.90 feet to a point;
Thence North 41 Degrees 35 Minutes 48 Seconds West, a distance of 112.44 feet to a point;
Thence North 32 Degrees 34 Minutes 10 Seconds West, a distance of 80.83 feet to a point;
Thence North 54 Degrees 54 Minutes 44 Seconds West, a distance of 52.99 feet to a point;
Thence South 82 Degrees 19 Minutes 51 Seconds West, a distance of 34.97 feet to a point;
Thence South 62 Degrees 41 Minutes 36 Seconds West, a distance of 42.56 feet to a point;
Thence North 88 Degrees 50 Minutes 07 Seconds West, a distance of 57.20 feet to a point;
Thence North 40 Degrees 52 Minutes 02 Seconds West, a distance of 104.91 feet to a point;
Thence South 46 Degrees 13 Minutes 14 Seconds West, a distance of 407.26 feet to a point;
set at the northeast corner of the Nextel Communications Lease Premise;
Thence South 26 Degrees 46 Minutes 45 Seconds East along the northeast line of said lease premise, a distance of 20.91 feet to a point;
Thence away from said lease premise line North 46 Degrees 13 Minutes 14 Seconds East, a distance of 392.33 feet to a point;
Thence South 40 Degrees 52 Minutes 02 Seconds East, a distance of 92.76 feet to a point;
Thence South 88 Degrees 50 Minutes 07 Seconds East, a distance of 71.17 feet to a point;
Thence North 62 Degrees 41 Minutes 36 Seconds East, a distance of 44.18 feet to a point;
Thence North 82 Degrees 19 Minutes 51 Seconds East, a distance of 23.68 feet to a point;
Thence South 54 Degrees 54 Minutes 44 Seconds East, a distance of 41.21 feet to a point;
Thence South 32 Degrees 34 Minutes 10 Seconds East, a distance of 78.46 feet to a point;
Thence South 41 Degrees 35 Minutes 48 Seconds East, a distance of 125.82 feet to a point;
Thence North 77 Degrees 18 Minutes 31 Seconds East, a distance of 56.25 feet to a point;
Thence North 51 Degrees 40 Minutes 32 Seconds East, a distance of 172.89 feet to a point;
Thence North 16 Degrees 11 Minutes 12 Seconds East, a distance of 14.72 feet to a point on the southwest right-of-way line of Atlanta Street;
Thence North 42 Degrees 41 Minutes 11 Seconds West along said right-of-way line, a distance of 23.36 feet to a point;

The property herein described being for a 20 foot wide Ingress/Egress and Utility Easement having an area of 22,289 square feet or 0.512 acres more or less as shown on a Boundary Survey for Nextel Communications by Hartrampf Engineering, Inc., dated August 19, 1997 last revised 2/5/98 and being a part of a parent tract owned by the City of McDonough.

**STATE OF GEORGIA
CITY OF MCDONOUGH**

RESOLUTION NO. 23-10-05

**A RESOLUTION PLEDGING TO PRACTICE AND PROMOTE CIVILITY
IN THE CITY OF MCDONOUGH**

WHEREAS, the City of McDonough City Council, the governing body of the City of McDonough, Georgia (the "Municipality"), recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

WHEREAS the City of McDonough City Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

WHEREAS the members the McDonough City Council, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free and vigorous debate while maintaining the highest standards of civility, honesty and mutual respect; and

WHEREAS City Council meetings are open to the public and thus how City officials execute their legal duties is on public display; and

WHEREAS, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between City officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

WHEREAS, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

WHEREAS, civility between City officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents of their district and city; and

WHEREAS, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the City of McDonough City Council has determined to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION ONE

The City Council of McDonough, Georgia pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

SECTION TWO

The elected officials of the City of McDonough Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the City of McDonough.

SECTION THREE

This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

SECTION FOUR

This pledge strives to show courtesy by treating all colleagues, staff and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

SECTION FIVE

This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance and civility are imperative to success and demonstrates the Council's commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

SECTION SIX

This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

SECTION SEVEN

The City of McDonough City Council expects members of the public to be civil in its discussion of matters under consideration by and before the Council, with elected officials, staff, and each other.

ADOPTED this 5th day of October 2023.

Mayor

Councilmember Rufus Stewart

Mayor Pro Tem Benjamin W. Pruett

Councilmember Vanessa Thomas

Councilmember Jamal Burt

Councilmember Kamali Varner

Councilmember Scott Reeves

ATTEST:

Christy L. Taylor, City Clerk