

City of Mansfield
SPECIAL CALLED MEETING
AGENDA

City of Mansfield Special Called Meeting Agenda
August 14, 2020 – 5:00PM
Outside of Mansfield City Hall
Page 1 of 1

- I. Call to Order:
- II. Agenda Adoption:
- III. Business:
 - a. Approval of the Paladin Wireless Agreement 5/0
- IV. Adjournment:

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City of Mansfield

SPECIAL CALLED MEETING

MINUTES

City of Mansfield Special Called Meeting Minutes
August 14, 2020 – 5:00PM
Outside of Mansfield City Hall
Page 1 of 1

PRESENT: Blair Northen, Bryan Hale, Marty Smallwood, GW Davis Jr

ABSENT: Austin Mitchell, Helen Robertson

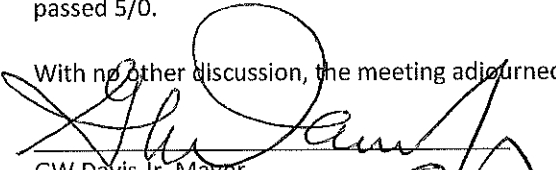
OTHERS PRESENT: John Napoli, Ashley Kelly, Miranda Hale

The honorable mayor GW Davis Jr called the meeting to order at 5:00PM.

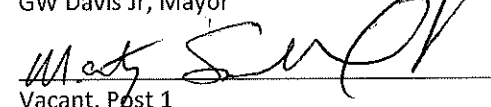
Councilman Blair Northen made a motion to approve the agenda. Councilman Bryan Hale gave the second and all Council present voted 'aye'. The motion passed 3/0.

The honorable mayor pro tempore Blair Northen made a motion to approve the Paladin Wireless Agreement and Councilman Bryan Hale gave the second. There was a brief discussion regarding the agreement. Mayor GW Davis Jr asked for a vote and shared that Councilman Austin Mitchell and Councilman Helen Robertson had cast their votes in writing due to their absence and that both votes were an 'aye'. All Council present voted 'aye'. The motion passed 5/0.

With no other discussion, the meeting adjourned at 5:06PM.



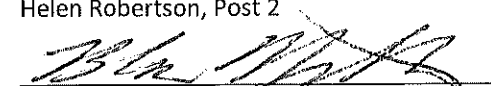
GW Davis Jr, Mayor



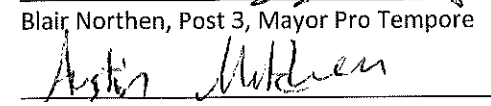
Vacant, Post 1



Helen Robertson, Post 2



Blair Northen, Post 3, Mayor Pro Tempore



Austin Mitchell, Post 4



Bryan Hale, Post 5

Lessee Site Name: CITY OF
MANSFIELD Water Tower

TOWER LEASE AGREEMENT
FOR INSTALLATION AND MAINTENANCE OF
BANDWIDTH COMMUNICATION EQUIPMENT

This Agreement ("Lease"), made this 14 day of August 2020, between CITY OF MANSFIELD, a Georgia Municipal Corporation, with its principal offices located at 3146 State Hwy 11, Mansfield, GA 30055, hereinafter designated LESSOR and PALADIN WIRELESS, LLC, a Georgia domestic limited liability company, with its principal office located at 1040 Bowersville Street, Royston, GA 30662 hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH:

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE an **exclusive** portion of LESSORS water "Pine Street Tower" (hereinafter "Tower")¹ located at 33°31'02.6"N 83°44'05.0"W at 57 Pine Street, Mansfield, Newton County, Georgia, along with a **non-exclusive easement** (the "Easement") for ingress and egress, seven (7) days a week, twenty four (24) hours a day, described more detail on Exhibit A attached hereto. The Lease permits the installation, operation and maintenance of equipment for transmission of telecommunication band width for voice and data via wireless antennas. Such items and equipment include the installation and maintenance of the equipment set forth in Exhibit B attached hereto ("Equipment"). LESSEE agrees the Equipment and Easement (collectively the "Premises") shall not materially and/or detrimentally affect or hinder the operation, maintenance or access to the Tower by LESSOR, its agents, employees or current or future easement holders in any manner. Upon prior notice to LESSOR, LESSEE retains the right to remove, add or substitute additional items as reasonably necessary for the operation of the Equipment and/or provision of services required by this Lease.

2. TERM: RENTAL. This Agreement shall be effective as of the date of execution by both Parties. The initial term shall be for five (5) years with renewal at LESSEE'S and LESSOR'S mutual option for 10 additional one year periods by providing 30 days written notice prior to the end of the initial or renewal period.

As compensation or the lease of the Premises, LESSEE will pay LESSOR \$200.00 per month and will provide internet service, minimum of 50 Mbps download and 50 Mbps upload along

¹ Which portion of the water tower does Paladin want exclusive access to?

with a dedicated IP address (LESSOR must purchase service related equipment and pay for installation) (collectively, the "Rent")

3. ENCUMBRANCES. LESSOR warrants that no other lease or agreements pre-dating this Lease exists, which would interfere with any of the terms, Equipment or operation of the Equipment. LESSOR shall not utilize the Tower for any purpose that interferes or obstructs LESSEE'S use and enjoyment of Premise. LESSEE shall pre-approve, in writing, subsequent leases entered into by LESSOR for demised premise, which approval shall not be unreasonably delayed, conditioned or withheld.

4. ELECTRICAL. LESSEE shall furnish and shall bear the cost of all power, utilities, and any other services needed to operate or maintain the Facilities. LESSEE may install, at its own cost, a separate electrical panel and meter for the Facilities. LESSEE further agrees that LESSOR has no obligation or responsibility to provide emergency or "backup" power to LESSEE, and LESSEE acknowledges that any such provision of emergency or "backup" power shall be the sole responsibility of LESSEE.

6. TAXES. LESSEE is solely responsible for any and all personal property and any other taxes and fees assessed by reason of the erection by LESSEE of its Communications Facility described herein, which taxes shall be paid promptly when due by LESSEE. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment.

7. USE: GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a wireless communication service and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE'S expense and the location of their installation shall be at the discretion and option of LESSEE as long as such does not materially and/or detrimentally hinder LESSOR'S or other LESSEE'S operation, maintenance or access to the Tower. Upon notice to LESSOR, LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion of originally installed equipment.

It is understood and agreed that LESSEE'S ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State, or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by LESSEE.

In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is

otherwise withdrawn or terminated by governmental authority; (iii) LESSEE reasonably determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE reasonably determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE reasonably determines that the Premises is no longer technically or structurally compatible for LESSEE'S use, or (vi) LESSEE, in its commercially reasonable discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement upon ninety (90) days' written notice to LESSOR.

LESSEE and LESSOR shall have the right to terminate this Agreement, at any time, without cause, by providing the other party hereto with one hundred eighty (180) days' prior written notice. Any monies owed by either party to the other, up to the date of termination, shall be paid within thirty (30) days of the termination date.

8. INDEMNIFICATION. LESSEE shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents.

9. INSURANCE. LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than \$3,000,000.00 for injury to or death of one or more persons in any one occurrence and \$3,000,000.00 for damage or destruction to property in any one occurrence. LESSEE agrees that it will include LESSOR as an additional insured.

10. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraph above and the payment of Rent, neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. ACCESS TO TOWER. Only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter the Premises. LESSEE shall be responsible for any and all actions of engineers, employees or properly authorized contractors.

12. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws. LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of Tower unless such requirement is due to the LESSEE'S use of the Tower.

Upon request of the LESSOR, LESSEE and LESSOR shall coordinate maintenance of Tower, including but not limited to painting so such work can be completed while minimizing disruption of either party, avoidance of temporary relocation or circumvention of hazards such as but not limited to radiation.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Tower in place prior to the date this Lease is executed by the Parties. In the event any after installed LESSEE'S equipment causes such interference, and after LESSOR or other LESSEE'S have notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such equipment and later powering up such equipment for intermittent testing.

LESSOR may terminate this Agreement or relocate the equipment if LESSEE does not make a good faith effort to remedy any interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Tower who currently have or in the future place equipment on the Tower will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE.

The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within sixty (60) days after any earlier termination of this Agreement, remove its installed equipment, fixtures and all personal property and restore the Premises, reasonable wear and tear excepted. LESSOR agrees and acknowledges the Equipment shall remain the personal property of LESSEE unless not removed in accordance with this section, in which the remaining Equipment will become the property of LESSOR.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part there of beyond the expiration of that removal period.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the site or Tower to a purchaser, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Premises occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE'S rights hereunder under the terms of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants and agrees that LESSEE, on paying the Rent and performing the covenants herein, shall peaceably and quietly have hold and enjoy the Premises.

18. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgement. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

19. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Law of the State, County and City in which the Premises are located.

20. ASSIGNMENT. This Agreement may not be sold, assigned or transferred without the written consent of both LESSEE and LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned.

21. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Mansfield
Attention: Jeana Hyde
3146 State HWY 11
Mansfield, GA 30055

LESSEE: Paladin Wireless, LLC
Attention: Steve Fortmann
1040 Bowersville Street
Royston, GA 30662

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

23. SUBORDINATION AND NON-DISTURBANCE. At LESSOR'S option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, and deed to secure debt or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way. LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, and (2) agrees to attorney to Lender if Lender becomes the owner of the Tower or Property.

24. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provision of this Agreement or its obligations under it, including the payment of Rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any breach, provided, however, LESSOR is not required to give more than one notice to LESSEE per calendar year regarding payment of Rent.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have fifteen (15) days in which to cure any such breach.

25. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, then non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, both parties shall use reasonable efforts to mitigate its damages in connection with a default.

26. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or

materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

27. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within one hundred twenty (120) days following same or, if the Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE'S operations at the Premises for more than one hundred twenty (120) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the Rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE'S use of the Premises is impaired.

28. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first.

29. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

30. APPLICABLE LAWS. During the Term LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect, including, without limitation, laws regulating hazardous substances) (collectively, "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE'S sole cost and expense, comply with (a) all Laws relating solely to LESSEE'S use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE to the Premises.

31. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

32. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. Such captions shall not affect or be utilized in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.


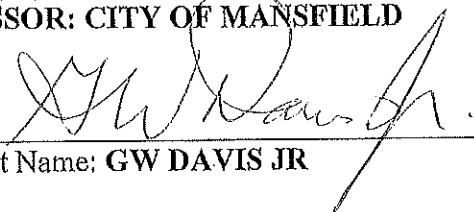
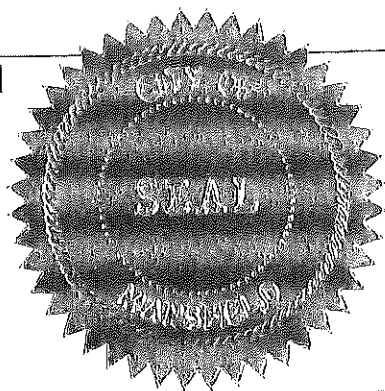
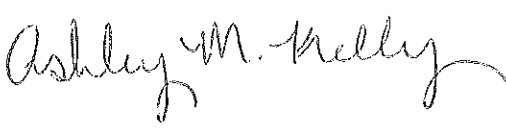
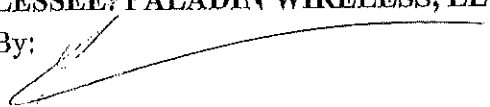
Witness: JEANA T HYDE, CITY CLERK 	LESSOR: CITY OF MANSFIELD By: 
[SEAL] 	Print Name: GW DAVIS JR
Witness 	Date: AUGUST 14, 2020
	LESSEE: PALADIN WIRELESS, LLC By: 
	Print Name: STEPHEN FONTANA
	Date: 19 Aug 2020

EXHIBIT "A"
DESCRIPTION AND DEPICTION OF PROPERTY

Water tower located on Pine Street in Mansfield Georgia. Tank and adjacent fenced ground space.

EXHIBIT "B"

ITEMS AND EQUIPMENT TO BE INSTALLED BY LESSEE

All equipment will be installed with non-penetrating mounts.

1. Antennas
2. Access Points
3. Back Haul Dishes
4. Brackets
5. Cable and Cable Runs
6. NEMA Box
7. Security Camera

Aug 14, 2020

I vote for the Paladin Wireless
Agreement

Council person
Walter Robertson

Jeana Hyde

From: Austin Mitchell
Sent: Friday, August 14, 2020 3:29 PM
To: Jeana Hyde
Subject: Paladin agreement

I apologize that due to my work schedule, I am unable to attend tonight's special called meeting to discuss the Paladin Wireless agreement. However, I would like to inform the citizens and my fellow council members that I am fully in support of bringing Paladin's services to our city. If I were in attendance this evening, I would be voting "Yes" to move forward with the agreement with Paladin Wireless.

Thank you,

Austin Mitchell
8/14/2020

Get [Outlook for iOS](#)

Jeana Hyde

From: Jeana Hyde
Sent: Friday, August 14, 2020 11:31 AM
To: Cynthia Blackshear-Warren
Subject: RE: Mansfield Special Called Meeting
Attachments: Special Called Meeting Notice Paladin Wireless Agreement.docx

Importance: High

Oops! Correct Notice. The meeting will be held outside of Mansfield City Hall located at 3146 Hwy 11 @5:00PM.

From: Jeana Hyde
Sent: Friday, August 14, 2020 11:27 AM
To: Cynthia Blackshear-Warren <cbwarren@covnews.com>
Cc: GW Davis Jr <gwdavis@mansfieldga.gov>; Helen Robertson <hrobertson@mansfieldga.gov>; Blair Northen <bnorthen@mansfieldga.gov>; Bryan Hale <bhale@mansfieldga.gov>; Austin Mitchell <amitchell@mansfieldga.gov>; Marty Smallwood <msmallwood@mansfieldga.gov>; Scott Cole (scole@hallboothsmith.com) <scole@hallboothsmith.com>
Subject: Mansfield Special Called Meeting
Importance: High

For your information.

Thank you,
Jeana Hyde
City Administrator
City of Mansfield
POB 35
3146 Hwy 11 S
Mansfield GA 30055
T# 770-786-7235
jhyde@mansfieldga.gov

**SPECIAL CALLED MEETING
CITY OF MANSFIELD, GA**

Notice is hereby given that the Mayor and Council of the City of Mansfield, GA will hold a Special Called Meeting on Friday, August 14, 2020 at 5 PM for the purpose of approving the Paladin Wireless Agreement. This meeting will be held outside of Mansfield City Hall located at 3146 Hwy 11.