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RECEIVED
OCT 25 2013

October 23, 2013

VIA FEDEX

City of Oxford
Attn: City Manager
110 West Clark Street
Oxford, Georgia 30054

Re: Water Tower Lease Agreement (the "Agreement") and Memorandum of Water Tower Lease (the "Memorandum") between City of Oxford ("Lessor") and Verizon Wireless (VAW) LLC, d/b/a Verizon Wireless ("Verizon Wireless") for the Oxford College site (the "Site") (Our File No. 058037.113986)

Dear City Manager:

In connection with the above referenced Site, I am enclosing herewith one (1) original fully executed Agreement and one (1) original fully executed Memorandum for you to retain for your records.

Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Alaina Shamp

Alaina Shamp
Paralegal

Enclosures

WATER TOWER LEASE AGREEMENT

This Agreement, made this 21 day of October, 2013, between **CITY OF OXFORD**, with its principal offices located at 100 West Clark Street, Oxford, Georgia 30054, hereinafter designated LESSOR and **VERIZON WIRELESS (VAW) LLC**, a Delaware limited liability company, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), 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 a portion of that certain space (the "Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 1302 Coke Street, Oxford, Newton County, Georgia, as shown on the Plat of Survey for Bobby Chupp, prepared by John Elwin Knight, dated April 13, 2007 and recorded in Plat Book 47 at Page 6 as recorded in the Office of the Clerk of Superior Court of Newton County (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive easement (the "Easement") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a thirty (30) foot wide easement extending from the nearest public right-of-way, Coke Street, to the Land Space; together with a ten (10) foot wide ice bridge easement (the "Ice Bridge Easement") for the purpose of installing and maintaining an ice bridge between the Land Space and the Tower; and together with any further easements (the "Further Easements") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Easement, Ice Bridge Easement and Further Easements, if any, are substantially described and depicted in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Easement or Further Easements, LESSOR hereby agrees to grant an additional easement either to LESSEE or to the public utility at no cost to LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto. LESSEE may not add additional equipment and/or antennae from that shown in Exhibit B without prior written approval of the LESSOR, which approval shall not be unreasonably withheld, conditioned and/or delayed.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "D" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-Four Thousand and no/100 Dollars ($24,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

Upon execution of this Lease, LESSEE shall reimburse LESSOR for all costs incurred by LESSOR in employing the services of professionals in connection with the negotiation of this Lease in an amount not to exceed Two Thousand and No/100 Dollars ($2,000.00).

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this

Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE made in accordance with the provisions of Paragraph 25, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until all legally required Rental Documentation has been supplied to LESSEE as provided herein. LESSEE agrees to cooperate with LESSOR in completing any Rental Documentation. In the event rent is abated pursuant to this Paragraph and LESSOR subsequently provides the required Rental Documentation, LESSEE agrees to retroactively pay rent for the period of abatement.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at P.O. Box 18272, Columbus, Ohio 43218. LESSEE shall be permitted at any time during the Term (as hereinafter defined), to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by

giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ESCALATIONS. Throughout the Term, as hereinafter defined, the annual rental shall increase on the first anniversary of the Commencement Date and on each annual anniversary thereafter (including any extension terms) such that the annual rental shall equal 102.5% of the annual rental paid immediately preceding such anniversary.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year and for successive one (1) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. 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 Property 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 determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for LESSEE's use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall, to the extent allowed by state law, indemnify and hold the other 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 the indemnifying Party, 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 the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9 hereof, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE shall provide commercial general liability insurance coverage, including premises/operations coverage in a combined single limit not less than $3,000,000 for injury to or death of one or more persons in any one occurrence and $3,000,000 aggregate, and name LESSOR as an additional on such policy or policies. LESSEE may satisfy this requirement by an endorsement to its underlying Insurance or umbrella liability policy. All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis. All insurance shall be effected under valid and enforceable policies, issued by insurers licensed to do business by the State of Georgia Insurance Commissioner's Office in Georgia. All insurance carriers and surplus line carriers shall be rated A-VII or better by A.M. Best Company.

c. Evidence of Insurance: Certificates of insurance for each policy required to be obtained by LESSEE in compliance with this section, shall be filed and maintained with LESSOR annually during the term of the Lease. LESSEE shall immediately advise LESSOR of any claim or litigation that may result in liability to LESSOR.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, 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.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior written notice is given to LESSOR pursuant to Paragraph 26. All rentals paid for the lease of the Premises prior to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and the parties shall have no further obligations to each other. LESSEE shall pay to LESSOR, along with the notice of annual termination, a termination fee in an amount equal to six (6) months of the monthly rent then in effect.

13. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

LESSEE shall place no advertising on the Tower or on any structure on the Premises.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

b. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

c. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

d. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.

15. 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 Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference within 72 hours of receipt of said written notice, including but not limited to, at LESSEE's option, powering down such equipment and

later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property 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.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted, all at LESSEE's sole cost and expense. Any such property which is not removed by end of said ninety (90) day period shall become the property of LESSOR. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. LESSOR hereby waives any statutory or landlord's lien that may otherwise attach to LESSEE's equipment.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith and LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, 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 Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this

Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, 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 Property 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. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. 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.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further represents, warrants and covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. 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 case provided in Paragraph 3. 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.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. 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 Oxford
Attention: City Manager
110 West Clark Street
Oxford, Georgia 30054-2274

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

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

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

27. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, 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; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in a form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance

Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Agreement, (2) fulfill LESSOR's obligations under this Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, 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, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property, and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering all or any part of the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a memorandum of this Agreement (the "Memorandum of Lease") in substantially the form attached hereto as Exhibit "C" and by this reference made a part hereof, which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions 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 monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

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 thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the 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, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. In addition to other available remedies, either party seeking to enforce rights or obligations pursuant to this Agreement may recover reasonable attorney's fees from the other party upon completion of any litigation.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume, all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. 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 forty-five (45) days following same or, if the Property 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 forty-five (45) 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.

33. 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. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). 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. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. 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.

35. 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, the Americans with Disabilities Act and 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 specific and unique nature of 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.

36. 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.

37. 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.

LESSOR:

CITY OF OXFORD

Laura S. Willis
Witness

By: Jerry D. Roseberry (SEAL)
Print Name: Jerry D. Roseberry, Mayor
Its: ______

DATE: 9/11/2013

LESSEE:

VERIZON WIRELESS (VAW) LLC
D/B/A VERIZON WIRELESS

Witness

By: ______

Aparna Khurjekar
Area Vice President Network

Date: 10/21/2013

20504499v5

August 12, 2026

Site Name: Oxford College **Site ID: 117186**

Dear Landlord,

I am following up with you regarding our recent telephone conversation setting forth Verizon Wireless's Lease Optimization Program. As discussed during our conversation, Verizon Wireless is interested in making certain modifications to the cell site lease regarding the Verizon Wireless communications facility on your property. These lease modifications will allow the cell site on your property to better meet Verizon Wireless's current operational needs and enhance its long-term value to the overall network.

Criteria for Cell Site Retention

As we discussed, Verizon Wireless would like to include this site in its long-term portfolio under the following terms:

- **New Rent Amount:** **$**2,200.00 per month, commencing on (5/1/2029)
- **New Rent Escalator:** Two-Point Five Percent (2.5%) every year (next increase on 5/1/2030)
- **Additional Renewal Terms: Four** (4) additional five (5) year renewal terms

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- **Lump Sum Payment Option**: Provide a one-time lump sum payment of **$450,000**. In return, you will grant a perpetual easement on your property.

The foregoing proposal does not constitute a binding offer to amend the lease. No legal obligation is created by this letter or any other written or oral communications until a written amendment to the lease has been signed by both Landlord and Verizon Wireless. Verizon Wireless will continue to abide by the terms of the current lease until an amendment has been executed or the existing lease has been terminated or expires. Verizon Wireless values its affiliation with you and hopes that you choose to secure your site(s) to continue a long and mutually profitable relationship in the years to come. After having reviewed this proposal, please contact me prior to ***August 19,2026.***

Sincerely,

Mark Gillaspy

Mark Gillaspy
Lease Consultant
Lease Optimization - CENRE**V**
O (469) 833-2965

From:	Gillaspy, Mark
To:	Bill Andrew
Subject:	11786-Correct Email
Date:	Wednesday, August 12, 2026 2:44:25 PM

Hello Bill,
Hope all is well. Thank you for speaking with me regarding this site and its outlook. Per our discussion the other day, Verizon is looking to secure this site long-term and make it a part of our network portfolio in a way that matches the current prospects in the area and that supports the 5G rollout that is causing us to greatly expand our network infrastructure. Verizon is able to
offer two options for cell site retention at this location.
Option 1: We have partnered with a funding partner to be able to offer a lump sum prepayment
option to purchase the rights to keep our equipment at this location. The prepayment amount that we can offer for this site is: [$450,000.00]. We have had many landlords take this option in
lieu of a standard lease that isn't always guaranteed. This would simply draw an easement over
the space that Verizon currently occupies. This easement would be perpetual.
Option 2: We have attached a term sheet that details the changes we would make to the existing agreement if option 1 is not viable. This would amend the current lease and help Verizon achieve the operational sustainability long-term we are looking for. Option 1 is reflected
on the sheet as well, so you have something formal.
To help assist internally with the decision process, I am pasting a few bullet points below that cover some of the items we discussed:
· The telecommunications industry as well as our own network has seen a dramatic shift in the past couple of years from a coverage issue, providing ability to call from anywhere using tall towers and rooftops, to a capacity issue, requiring high-speed internet for smartphones and other connected devices.
· With the deployment of 5G micro sites, which are essentially small backpack size antennas that can be installed on telephone poles, streetlights etc., the value of macro sites has decreased, and the economics are no longer sustainable in the long run.
· Sprint failed to manage their overhead costs which resulted in them going under with over $30 billion in debt and tens of thousands of sites being decommissioned.
· We need to determine which sites are necessary and save costs wherever possible.
These are just a few of the reasons why The City of Oxford is seeing these changes in addition to having to double/triple the number of cell sites we have in each area.
Please review the presented options and let us know how the city would like to proceed. Should
you elect for option 2, we will begin papering the amendment. If you would like to take option 1,
we will have our property management vendor send you a letter of intent to begin this process with our funding partner. Please reach out with any questions or concerns.
Also, in case you do not have it, I have included our landlord resources below.
For any bill discrepancies, contractor issues, or any other general site issues, please contact Verizon's Landlord Hotline: 1-866-862-4404.
For information regarding our online portal and change forms, you can visit our Network Real Estate page: https://www.verizon.com/business/real-estate/

Thanks,
Mark Gillaspy

--

Mark Gillaspy
Lease Consultant
Lease Optimization - CENREV
O: 469-833-2965
Would you like to hear about an offer to prepay your lease? If so, please email prepayments@verizon.com

GOOGLE AI REVIEW OF MD7

MD7 is an independent third-party real estate portfolio and lease optimization company, not Verizon. They are hired by major wireless carriers like Verizon to lower operational expenses by renegotiating or reducing cell site rent. If representatives imply they work directly for Verizon, it is a misleading tactic common with outsourced optimization agents. [1, 2, 3, 4, 5, 6]

Who MD7 Actually Is

- **Third-party contractor**: They operate as an outside vendor paid on commissions or bonuses to cut carrier costs.
- **Not direct staff**: While authorized by carriers to contact landowners, they are separate corporate entities from Verizon.
- **Shared branding confusion**: Communications sometimes use carrier letterheads or ambiguous phrasing to blur the distinction. [1, 2, 3]

What Their Program Does

- **Rent reduction goals**: Their primary objective is lowering your monthly lease payments or worsening financial terms.
- **Pressure tactics**: They may use urgency or imply lease termination risks to force a signature.
- **Expanded rights**: They often seek added operational rights for the carrier on your property. [1, 2, 3, 4]

Best Steps to Take

- **Do not sign**: Do not agree to or sign any lease amendments immediately.
- **Verify identity**: Ask for their direct corporate affiliation in writing.
- **Consult an expert**: Speak with a cell tower lease attorney or consultant before responding. [1, 2, 3, 4]

If you'd like, share:

- **What type of communication** you received (a letter, phone call, or email)
- **What they are asking you to change** (rent amount, lease length, or equipment space)

From:	ryanfender localgovservices.com
To:	Bill Andrew
Subject:	FW: Verizon Lease - Oxford GA
Date:	Thursday, August 13, 2026 4:50:35 PM
Attachments:	image002.png Oxford Coke Street Tower.xlsx

FYI

Ryan Fender
Local Government Services
706.974.5841

From: tmcgraw localgovservices.com <tmcgraw@localgovservices.com>
Sent: Thursday, August 13, 2026 4:22 PM
To: ryanfender localgovservices.com <ryanfender@localgovservices.com>
Subject: Re: Verizon Lease - Oxford GA

Hello Ryan,

The City should reject the buyout proposal because MD7 has simply performed a present value of the projected cash flows using a discount rate of 8%. This is to say if the City 's cost of money is greater than 8% then this may be an offer worth considering. Maybe. Otherwise, the City is selling an asset, in perpetuity, for far less than what any bank would offer a loan against.

See attached worksheet. Here is the example: If the City expects the tower to rent at the current rate with the current modest 2.5% annual accelerator (which is now below the inflation rate) through 30 years with zero residual value, then MD7's offer of $450,000 would present value at a 7.8% rate. If, on the other hand, a more accurate rate of 5% was used, MD7's offer should be $649,000.

Another way for the City to evaluate this is to consider the possibility of the cell tower being less valuable in the future. Yet, if this was true, why would MD7 and/or Verizon be making this offer? And if they wouldn't know the likely future value of the tower, who would? No, the tower has a 95% chance of having a value far greater than a present value of $450,000.

Best regards,
Tim McGraw
Franchise Fee Advisor
Local Government Services

817-980-4516

From: ryanfender localgovservices.com <ryanfender@localgovservices.com>
Sent: Thursday, August 13, 2026 2:09 PM
To: tmcgraw localgovservices.com <tmcgraw@localgovservices.com>
Subject: FW: Verizon Lease

Tim, can you please do a quick summary on why the City should reject the MD7 proposal, thanks.

From: Bill Andrew <bandrew@oxfordgeorgia.org>
Sent: Thursday, August 13, 2026 9:50 AM
To: ryanfender localgovservices.com <ryanfender@localgovservices.com>
Subject: Verizon Lease

Ryan,

Would you have any time to discuss? I am open today from 12:30 to 2:00 and tomorrow from 8:00 to 11:00.

I am a bit shocked by the size of the lump sum figure. And it seems strange that they would offer, and expect us to accept, a lower annual payment than what we agreed to in 2013.

The reason his email is titled, "correct email" is he sent an earlier email that was for $270,000 and then it shifted to $450,000 a few minutes later. I asked him to confirm the latter figure and he did.

Bill

Bill Andrew, City Manager
Phone: (770) 786-7004
Email: bandrew@oxfordgeorgia.org
City Hall
110 W. Clark Street
Oxford, GA 30054
http://www.oxfordgeorgia.org

City of OXFORD
BIRTHPLACE OF EMORY UNIVERSITY

1302 Coke Street TOWER

MD7 Offer

As we discussed, Verizon Wireless would like to include this site in its long-term portfolio under the following terms:

- New Rent Amount: $2,200.00 per month, commencing on (5/1/2029)
- New Rent Escalator: Two-Point Five Percent (2.5%) every year (next increase on 5/1/2030)
- Additional Renewal Terms: Four (4) additional five (5) year renewal terms
- Lump Sum Payment Option: Provide a one-time lump sum payment of $450,000. In return, you will grant a perpetual easement on your property.

5 yr term

4 add'l 5 yr terms

$ 24,000 annual

2.5% escalator annual

10/1/2013

2013	$	24,000	
2014	$	24,600	
2015	$	25,215	
2016	$	25,845	
2017	$	26,492	
2018	$	27,154	
2019	$	27,833	
2020	$	28,528	
2021	$	29,242	
2022	$	29,973	
2023	$	30,722	
2024	$	31,490	
2025	$	32,277	Net Present Value
2026	$	33,084	$451,456.71
2027	$	33,911	
2028	$	34,759	
2029	$	35,628	
2030	$	36,519	
2031	$	37,432	
2032	$	38,368	
2033	$	39,327	
2034	$	40,310	
2035	$	41,318	
2036	$	42,351	
2037	$	43,409	
2038	$	44,495	

			Net Present Value
2026	$	33,084	$404,536.56
2027	$	33,911	
2028	$	34,759	
2029	$	35,628	
2030	$	36,519	
2031	$	37,432	
2032	$	38,368	
2033	$	39,327	
2034	$	40,310	
2035	$	41,318	
2036	$	42,351	
2037	$	43,409	
2038	$	43,409	

2039	$	45,607
2040	$	46,747
2041	$	47,916
2042	$	49,114
2043	$	50,342
2044	$	51,600
2045	$	52,890
2046	$	54,212
2047	$	55,568
2048	$	56,957
2049	$	58,381
2050	$	59,840
2051	$	61,336
2052	$	62,870
2053	$	64,442
2054	$	66,053
2055	$	67,704

2039	$	43,409
2040	$	43,409
2041	$	43,409
2042	$	43,409
2043	$	43,409
2044	$	43,409
2045	$	43,409
2046	$	43,409
2047	$	43,409
2048	$	43,409
2049	$	43,409
2050	$	43,409
2051	$	43,409
2052	$	43,409

GEFA synopsis about the program

To highlight a couple of primary considerations:

- This is **GRANT** money.
- Max award: $150,000
- 10% match required (in-kind allowed)
- The program is geared toward smaller and disadvantaged communities.
- The WIPP call for projects is now open through August 31st.
- Qualifications Based Selection (QBS) appears to be required (the grant amount exceeds the $100k threshold)
- GEFA intends to offer the Water Infrastructure Planning Program (WIPP) on an annual basis.
- Projects must be completed within two years of grant agreement execution.
- A water system may only receive WIPP funding once for each eligible project type.
- Projects that are required to satisfy an existing regulatory requirement are generally not eligible. For example, water loss control programs required for systems serving populations of 3,300 or more would not qualify.
- Stormwater planning required under existing regulatory obligations is generally not eligible. However, a community that has only recently become subject to MS4 requirements may be eligible.
- Asset management plans developed solely to satisfy EPD requirements are generally not eligible. More comprehensive asset management efforts, such as plans that address water, wastewater, and stormwater systems or otherwise go beyond minimum requirements (like GIS mapping), are eligible.
- GEFA's current target is to announce awards in November, with grant agreement execution anticipated in early 2027.

City Manager Update Notes – August 17 2026

Emory Street Sidewalk Phase II

Peach State Construction is well underway with the construction of the second phase of the sidewalk widening and light installation from W. Soule Street to the US Post Office. They are close to meeting their goal of completing a block section every 1.5 weeks.

Community HOME Investment Program CHIP Grant Update

Four homes are going under contract for the rehabilitation work needed for each home. These contracts have been sent to DCA for further processing.

Lexie Orozco Resignation

Dr. Orozco has indicated she will be pursuing a job opportunity elsewhere. She has suggested we might be able to engage the student assistant she employed (Delaney Arnold) with her work on the cemetery. Since we have $58,000 set aside for Dr. Orozco's position, I would recommend we explore what services Ms. Arnold might be able to provide and we use the majority of the funds for restoring headstones.

Water and Electric Meter Installation Bidding

During the bid opening last week, we did not receive any bids. There were 8 plan holders (6 indicating they are potential bidders). Carter and Sloope had heard from two of those plan holders a week before the bids were due saying they were planning on submitting a bid. It is unclear if there was a technical issue or an issue with the project they identified at the last minute. See attachment from Carter and Sloope which evaluates the issues with the previous bid and discusses alternate procurement methods.

Carter & Sloope
CONSULTING ENGINEERS

July 21, 2026

Mr. Bill Andrew
City Manager
City of Oxford
110 West Clark Street
Oxford, GA 30054

RE: City of Oxford
Water and Electric Meter Replacements – Labor Bid
C&S Project No.: O9800.008

Dear Mr. Andrew:

As you are aware, the bid closing date for the installation contract (labor bid) of the Water and Electric Meter Replacements project was July 8th, 2026. There were eight (8) registered plan holders, of which five (5) indicated they were potential bidders. The Invitation to Bid was posted in the Covington News and to the Georgia Procurement Registry, and Carter & Sloope also transmitted the Invitation to Bid to several local contractors. During the advertisement period, one set of questions was received by a plan holder, and responses to those questions were posted on June 17th. Unfortunately, zero (0) bids were received by the bid closing date. The plan holder list is copied below:

Plan Holder	Designation
ConstructConnect	Plan Room
HST Utility Inc.	Prime Bidder
Roberts Hauling and Pipeline Construction, Inc.	Prime Bidder
3B Services LLC	Prime Bidder
D & L Utility Contractors, Inc	Prime Bidder
Ferguson Georgia	Prime Bidder
VEPO Solutions	Subcontractor
QuestCDN Internal Client Success Acct.	NOT BIDDING

Carter & Sloope reached out to all potential bidders on the plan holder list to solicit feedback on the bidding process and determine why zero bids were submitted. The following feedback was given:

- Two of the plan holders indicated they intended to submit a bid but could not meet the bid deadline. Of those two, one cited the 4th of July holiday as a disruption to their bid process, and the other stated they tried to submit the bid on July 8th at 1:58 pm but were unable to submit.

- One plan holder stated they were unable to perform the work for the electric meter replacement.
- One plan holder stated there was something with the project scope that gave them concern, but they did not give any specifics.
- The last potential bidder indicated they misunderstood the project scope and only supply the materials and not the labor.

Given that legitimate competition for the project appears to exist, **Carter & Sloope recommends advertising the project for bids again and making the following changes to the contract documents:**

- Give bidders the option to bid on the water and electric meter components separately to make the project available to more contractors. The City will have the option to select the lowest qualified bidder for the water and electric portions separately, and the contract documents will include a ranking system that gives preference to awarding the water and electric portions to the same Contractor.
- Increase advertising period to approximately 40 days.

In accordance with our engineering services agreement, Carter & Sloope's fee will need to be amended for additional bidding services. While the typical bidding fee is $7,500, we are able to reduce the fee by re-using portions of the current labor bid documents, and we propose providing these services for a lump sum fee of **$4,000.**

If you have any questions or need any additional information, please feel free to contact us by phone or email.

Sincerely,

Isaac St. Clair

Isaac St.Clair, P.E.

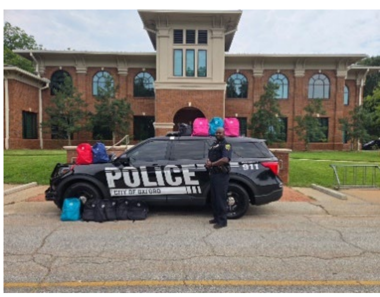
IES

CITY OF OXFORD
POLICE DEPARTMENT

Significant Events, Arrests, Details, Training

The month of July began with our new employee, Andrea Preziosi, eagerly coming onboard and getting updated with our Departments SOP's, City Policies and Procedures, and Georgia's Police Officer Standards & Training (P.O.S.T) required training hours.

Officers gave out backpacks filled with school supplies for our local resident kids, who we have become very familiar with during our daily patrols and citizens contact. This was a new and very successful approach to building our community relationships with parents and kids.





<u>Code Enforcement</u>- Officer Preziosi, Chief Brooks, City Manager and the City Attorney met to discuss a way forward on the abandoned houses within our city limits. The meeting was very productive and produced a potentially positive way forward for the city and the restoration/clean-up regarding these properties.

<u>Arrest</u>- Officer White partnered with Emory Police Department in the arrest of a suspect with multiple outstanding Felony warrants.

Officer White responded to a call of Suicide Threats at the dead end of Hull St. He noticed a red vehicle that was parked in the grass area occupied by a young female. While speaking to the female, she stated that she was tired of living. Further conversation with her revealed that she was the mother of a 2yoa child and there were just to many problems/issues going on in her life to cope with. Officer White was able to calm the young lady down and reason with her by offering help and solutions. Officer White was able to obtain a phone number for her mother. The mother responded to the location and spoke to Officer White and her daughter. Officer White gave remedies for professional counseling and contacts for suicidal thoughts and behavior. The mother and daughter agreed to the remedies Officer White provided and left the location together.

CITY OF OXFORD
POLICE DEPARTMENT

July 2026 Monthly Report

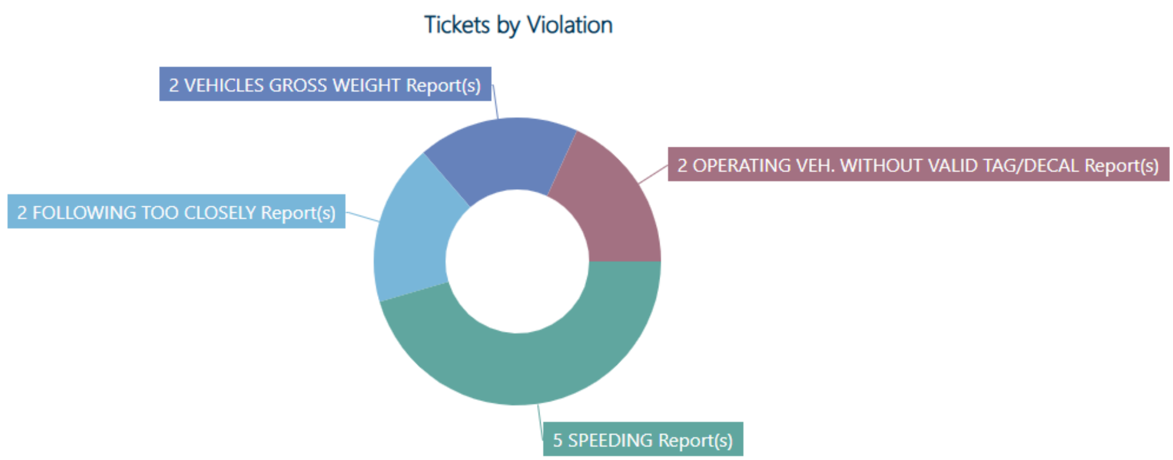
Top Citations Offenses

Tickets

11 total

155 total for the year

8 Issued | 3 Warnings



City Ordinance/Code Enforcement Citations

Case #	Ticket #	Ticket Date	Violation	Violation Description	Primary Location
	104A00483	7/22/2026	CO 34-26	VEHICLES GROSS WEIGHT	W. SOULE ST
	104A00482	7/22/2026	CO 34-26	VEHICLES GROSS WEIGHT	W. SOULE ST

CITY OF OXFORD POLICE DEPARTMENT

Activity Reports

June 2026 / July 2026

Agency Activity Report

Date Range: 6/01/2026, 00:00:00 - 6/30/2026, 23:59:59

Agency: Oxford Police Department

Reports	
Total Reports:	**8**
Total Incident Reports:	**7**
Total Crash Reports:	**1**
Total Use of Force Reports:	**0**

Arrests	
Total:	**0**
Total Male Arrestees:	**0**
Total Female Arrestees:	**0**
Total Other/Unknown Arrestees:	**0**
Total Juvenile Arrestees:	**0**

Domestic Violences	
Total Domestic Violence Reports:	**0**

Tickets	
Total Tickets (Non-Warnings):	**12**
Total Warnings:	**7**

Agency Activity Report

Date Range: 7/01/2026, 00:00:00 - 7/31/2026, 23:59:59

Agency: Oxford Police Department

Reports	
Total Reports:	**16**
Total Incident Reports:	**12**
Total Crash Reports:	**4**
Total Use of Force Reports:	**0**

Arrests	
Total:	**1**
Total Male Arrestees:	**1**
Total Female Arrestees:	**0**
Total Other/Unknown Arrestees:	**0**
Total Juvenile Arrestees:	**0**

Domestic Violences	
Total Domestic Violence Reports:	**0**

Tickets	
Total Tickets (Non-Warnings):	**8**
Total Warnings:	**3**

Calls for Service Handled by OPD

June 2026	July 2026	
7	30	**+328%**

CITY OF OXFORD
POLICE DEPARTMENT

Incident Reports by Location July 2026