

RE: AT03XC119-A  
Letter to David Milliron  
August 27, 2013  
Page 2

Pursuant to O.C.G.A. §50-18-70, Sprint hereby makes a formal request to review, inspect, and copy as may be necessary all City records relating to the Agreement and Amendment captioned above, including, *but not limited* to all correspondence, electronic mail, applications, zoning approvals, permits, Planning Board minutes and agendas, and City Council minutes and agendas. Please advise when the records are available and we will schedule an authorized Sprint representative to meet with you.

Lastly, Sprint has occupied the subject site without any serious infraction of the agreement for fifteen years providing a significant revenue stream for the City. We have attempted to schedule necessary site walks with your Water Department Supervisor and Utility Services Company to resolve outstanding installation issues and were denied that opportunity. Your e-mail dated August 21, 2013 suggesting a rent increase to nearly double that of the current rent, or removal of the tank, is neither fair, equitable nor based on any prevailing market analysis, and if implemented would constitute a default by the City in its obligations under the Agreement. As stated previously, and until all records relating to this matter are reviewed, we consider the Agreement to remain in full force and effect.

Sincerely,



Dan L. Williams

DLW:s

cc: File

Sprint Law Department  
William Linkous, III, Esq.



Sprint Nextel  
6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650  
Overland Park, KS66251-2650  
Office: (800) 357-7641 Fax: (913) 523-9735

Dan L. Williams  
Site Development Specialist II  
Authorized Representative  
Ericsson, Inc. – POST On-Air Support  
O: 469.266.4613 | M: 919.434.0184  
dan.williams@ericsson.com

**VIA UPS OVERNIGHT LETTER**  
**TRK # 1Z 21A 059 01 9458 4632**

August 29, 2013

David A. Milliron  
City Manager  
City of Stockbridge  
4640 North Henry Boulevard  
Stockbridge, Georgia 30281

RE: Sprint Site ID AT03XC119-A / Stockbridge Water Tank  
PCS Site Agreement dated February 16, 1998 (“Agreement”) by and between City of Stockbridge  
 (“Lessor”) and SprintCom, Inc., a Kansas corporation (“Lessee”) as Amended April 25, 2007  
 (“Amendment”)

Mr. Milliron,

Reference is made to that certain PCS Site Agreement captioned above as well as your letter of January 25, 2013 in which you state that the City of Stockbridge Georgia does not intend to uphold its obligations pursuant to the Agreement. Pursuant to Paragraph 2 of the Amendment Sprint PCS has not tendered any notice of its intent not to renew the agreement for the prescribed terms, and by the express provisions of the Amendment the Agreement has been extended for the next renewal term. Therefore we consider the Agreement in its entirety to remain in full force and effect.

Further reference is made to correspondence dated March 11, 2013 by William Linkous III, Esq. as City Attorney for the City of Stockbridge citing O.C.G.A. § 36-30-3 and O.C.G.A. § 36-30-13 (a). It is clear under Georgia law that § 36-30-13 (a) *does not* apply to lease agreements for the use of City property for the provision of services by a lessee to the general public. O.C.G.A. § 36-30-13 (a) expressly and unambiguously applies only to contracts for the “acquisition of goods and services” by the City. Further, with regard to O.C.G.A. § 36-30-3, this lease agreement does not bind the City of Stockbridge in any way that would “prevent free legislation in matters of municipal government.” This Agreement between the City of Stockbridge and Sprint is a proprietary, business and commercial agreement for the lease of City property for use in Sprint’s provision of telecommunications services. It does not relate to the governmental (i.e. “legislative”) capacity of the City.

## Rhonda Blackmon

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**From:** Rhonda Blackmon  
**Sent:** Wednesday, September 18, 2013 4:46 PM  
**To:** 'dan.williams@ericsson.com'  
**Subject:** Sprint Site ID AT03XC119-A

Good Afternoon Mr. Williams,

I am in receipt of a letter to our City Manager that also includes a request for records relating to the Agreement and Amendment related to the site mentioned above. In looking this request over, I estimate approximately 15 hours minimum at \$30.52 per hour for search and retrieval of all documents and correspondence requested. This does not include the time and copy charge of any documents approved by your organization to be obtained.

Please let me know if you wish to proceed. If agreed upon to proceed, I estimate the time of completion for this request to be approximately October 14, 2013.

Thank you,

Rhonda A. Blackmon, City Clerk  
City of Stockbridge  
(770) 389-7900 x203  
(770) 389-7912 Fax  
rblackmon@cityofstockbridge-ga.gov  
<http://www.cityofstockbridge.com>

Georgia has a very broad Public Records Law. All written communications prepared and maintained or received in the course of official business by the City of Stockbridge are open records available to the public and news media upon request unless otherwise exempted by law (Ga. Statute 50-18-70).