A RESOLUTION

01- R -1601

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LEASE AGREEMENT NO. DTFA06-01-L-02894 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA), COVERING LOW LEVEL WIND SHEAR ALERT SENSOR (LLWAS) SITE NO.7 AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, the FAA has requested the use of a small tract of land for installation, operation, and maintenance of a Low Level Wind Shear Alert Sensor (LLWAS) Site No. 7 at Hartsfield Atlanta International Airport; and

WHEREAS, the Aviation General Manager has determined that a satisfactory site is available for an LLWAS facility, and recommends that the City enter into a Lease Agreement with the FAA, as hereinafter set forth.

NOW, THERFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA that the Mayor or his designee be and he hereby is authorized to execute on behalf of the City of Atlanta Lease Agreement Number DTFA06-01-L-02894 with the FAA, covering Low Level Wind Shear Alert Sensor (LLWAS) Site No.7, approximately 2200 feet from the Centerline of Runway 9R, East of relocated Riverdale Road at Hartsfield Atlanta International Airport, for a term commencing October 1, 2001, and continuing until September 30, 2021, unless earlier terminated by the FAA, all substantially in the form and manner of that copy of same attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that the City Attorney be and he hereby is directed to prepare said Lease Agreement for execution by the Mayor, to be approved as to form by the City Attorney.

BE IT FINALLY RESOLVED that said Lease Agreement shall not become binding upon the City of Atlanta, and the City of Atlanta shall incur no obligation nor liability thereunder until the same has been signed by the Mayor and delivered to the FAA.

FEDERAL AVIATION ADMINISTRATION
LAND LEASE

U.S. Department
of Transportation

Lease No : DTFA06-01-L-02894
Facility : LLWAS Site #7, (ATL)
Location : Atlanta, Georgia

LEASE

Between

CITY OF ATLANTA

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this _____ day of _____, in the year 2001, by and between the CITY OF ATLANTA whose address is:

P. O. Box 20509
Atlanta, GA 30320

hereinafter referred to as the Lessor and the United States of America, hereinafter referred to as the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. PREMISES

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

LEGAL DESCRIPTION: LOW LEVEL WIND SHEAR ALERT SENSOR (LLWAS) SITE #7

COMMENCE AT A POINT ON THE CENTERLINE OF RUNWAY 9R-27L, AT THE WEST END OF SAID RUNWAY, THENCE PROCEED S20°56'52" E FOR 2270.23 FEET TO THE POINT OF BEGINNING (AIRPORT GRID COORDINATE N132.28, E6786.53), AT THE NORTHWEST CORNER OF PLOT, THENCE PROCEED N80°46'19"E FOR 20.00 FEET TO N135.49, E6806.27 (NORTHEAST CORNER OF PLOT), THENCE PROCEED S09°13'41"E FOR 20.00 FEET TO N115.74, E6809.48 (SOUTHEAST CORNER OF PLOT), THENCE PROCEED S80°46'19"W FOR 20.00 FEET TO N112.54, E6789.74 (SOUTHWEST CORNER OF PLOT), THENCE PROCEED N09°13'41"W FOR 20.00 FEET TO N132.28, E6786.53 BEING THE AFORESAID POINT OF BEGINNING. SAID PLOT CONTAINING 400 SQ. FEET. THE PARCEL IS FURTHER ILLUSTRATED ON PLOT OF SURVEY BY PATTERSON & DEWAR ENGINEERS, INC, DATED 11/27/00, ATTACHED AND HEREBY MADE A PART OF THIS AGREEMENT.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government, subject to approval of the Lessor, which approval shall not unreasonably be withheld.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities; provided all such activities shall be performed in accordance with all applicable requirements of State and Federal law and administrative regulations.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and shall be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs. (10/96)

2. TERM

To have and to hold said premises with their appurtenances for the term beginning April 1, 2001, through September 30, 2001, subject to termination and renewal rights as may be hereinafter set forth.

3. CONSIDERATION

The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby leased. (10/96)

4. RENEWAL

This lease may, at the option of the Government, be renewed from year to year upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2021.

5. TERMINATION

The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor. Said notice shall be sent by certified or registered mail.

6. NON - RESTORATION

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor. Notice of abandonment will be conveyed by the Government to the Lessor in writing. (10/96)

7. INTERFERENCE WITH GOVERNMENT OPERATIONS

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing. (10/96)

8. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government. (10/96)

9. HAZARDOUS SUBSTANCE CONTAMINATION

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the Government's facilities. The Lessor agrees to remediate or have remediated, with no cost to the Government, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the Government's facilities. (10/96)

10. QUIET ENJOYMENT

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims. (10/96)

11. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. (10/96)

12. COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee. (10/96)

13. ANTI-KICKBACK

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor. (10/96)

14. PROTEST AND DISPUTES

All contract disputes arising under or related to this contract or protests concerning awards of contracts shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor or offeror has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System. Protests must be filed with the Office of Dispute Resolution within 5 calendar days of the date that the protester was aware, or should reasonably have been aware, of the agency action or inaction which forms the basis of the protest. Unless otherwise stated in this contract dispute by the contractor against the government shall be submitted to the Contracting Officer within 1 year after the accrual of the contract dispute. Information relating to submitting a protest or dispute will be provided by the Contracting Officer, upon request. (10/96)

15. NOTICES

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other) (10/96):

TO LESSOR: City of Atlanta
Department of Aviation
P. O. Box 20509
Atlanta, GA 30320

TO GOVERNMENT: Federal Aviation Administration
Southern Region, ASO-55C
P. O. Box 20636
Atlanta, Georgia 30320

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

CITY OF ATLANTA

BY:_____Date:___/___/___

TITLE:_____

UNITED STATES OF AMERICA

BY:_____Date:___/___/___
Ronnie Johnson

TITLE: Senior Real Estate Contracting Officer

FAA Lease No. DTFA06-01-L-02894
(LLWAS), Site No. 7

APPROVAL AS TO INTENT:

_____
Aviation General Manager

APPROVAL AS TO INTENT:

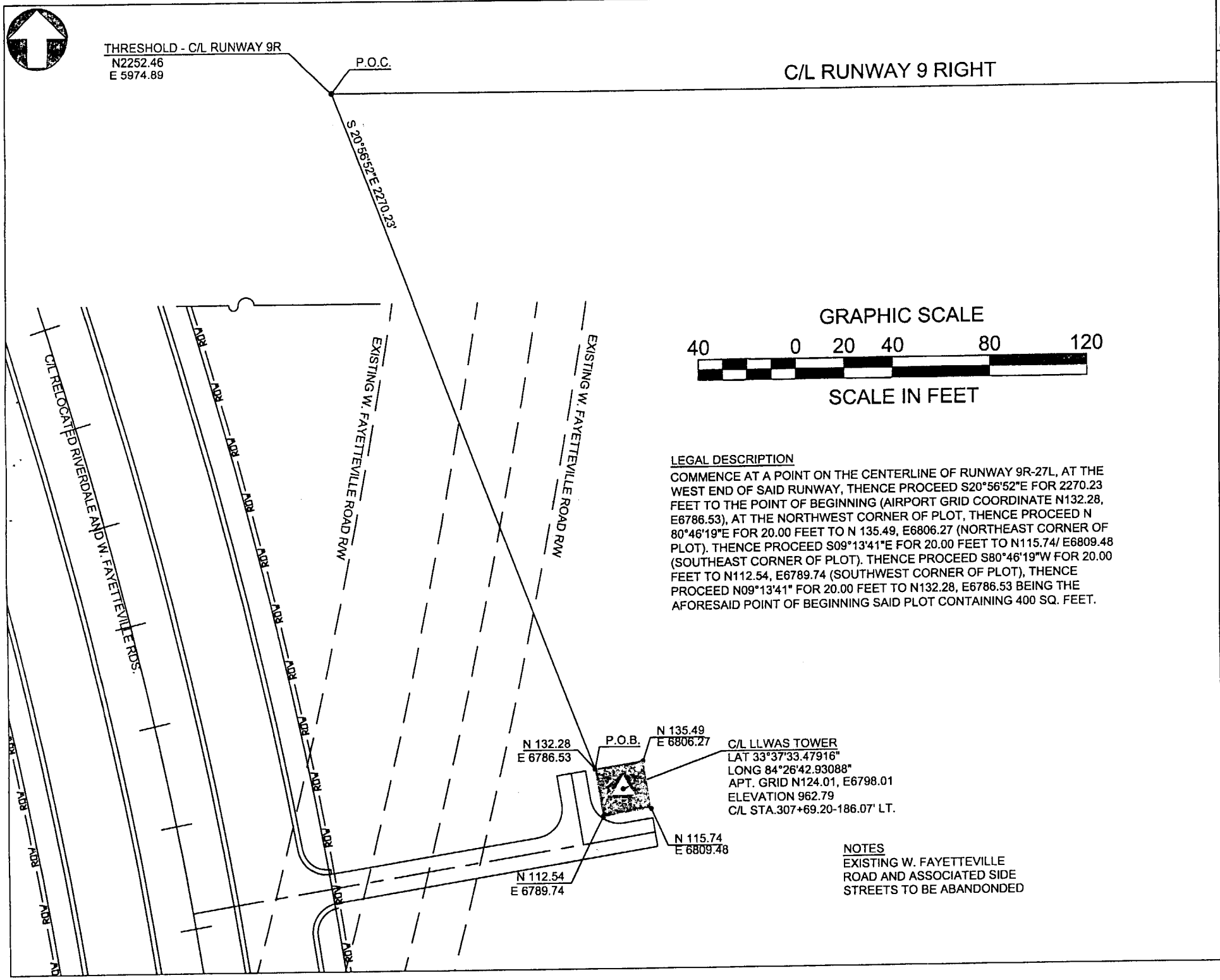
_____
Chief Financial Officer

APPROVED AS TO FORM:

_____
City Attorney

RECOMMENDED:

_____
Chief Operating Officer



LEGAL DESCRIPTION

COMMENCE AT A POINT ON THE CENTERLINE OF RUNWAY 9R-27L, AT THE WEST END OF SAID RUNWAY, THENCE PROCEED S20°56'52"E FOR 2270.23 FEET TO THE POINT OF BEGINNING (AIRPORT GRID COORDINATE N132.28, E6786.53), AT THE NORTHWEST CORNER OF PLOT, THENCE PROCEED N 80°46'19"E FOR 20.00 FEET TO N 135.49, E6806.27 (NORTHEAST CORNER OF PLOT). THENCE PROCEED S09°13'41"E FOR 20.00 FEET TO N115.74/ E6809.48 (SOUTHEAST CORNER OF PLOT). THENCE PROCEED S80°46'19"W FOR 20.00 FEET TO N112.54, E6789.74 (SOUTHWEST CORNER OF PLOT), THENCE PROCEED N09°13'41" FOR 20.00 FEET TO N132.28, E6786.53 BEING THE AFORESAID POINT OF BEGINNING SAID PLOT CONTAINING 400 SQ. FEET.

DATE: 07/18/01
SHEET: 1 of 1
NAME: EXHIBIT 'A'
TITLE: FEDERAL AVIATION ADMINISTRATION
CPTC LEASE PERMIT AGREEMENT
LOCATION: WIND SHEAR TOWER
Hartsfield Atlanta International Airport

TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office: Greg Pridgeon

General Manager's Signature: Nat

From: Originating Dept. Aviation

Contact: Charles Fister 404-209-1700

Committees of Purview: TC

Committee Deadline: 09/24/01

Committee Meeting Dates: 10/10/01

Council Meeting: 10/15/01

CAPTION:

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LEASE AGREEMENT NO. DTFA06-01-L-02894 WITH THE FEDERAL AVIATION ADMINISTRATION (FAA), COVERING LOW LEVEL WIND SHEAR ALERT SENSOR (LLWAS) SITE NO. 7 AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION: The FAA plans to establish and maintain a Low Level Wind Shear Alert Sensor (LLWAS) Site No. 7 to serve existing runway 9R/27L at Hartsfield Atlanta International Airport. Low Level Wind Shear Alert Sensors provide alerts of wind shear and microbursts (weather conditions that could cause a plane to crash) to air traffic controllers, who relay this information to pilots. This assists pilots during critical times when they must determine whether to attempt to land or take off in hazardous weather conditions. This is a 20-year Lease effective October 1, 2001 through September 30, 2021.

FINANCIAL IMPACT: N/A

SOURCE: N/A

Mayor's Staff Only:

Received by Mayor's Office: 9/25/01 (date) Reviewed: _____ (initials) (date)

Submitted to Council: _____ (date)

Action by Committee: _____ Approved _____ Adversed _____ Held

_____ Amended _____ Substitute _____ Referred _____ Other