

CITY COUNCIL
ATLANTA, GEORGIA

02-*R*-1797

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO AMEND THE MASTER LEASE AGREEMENT WITH POWERTEL/ATLANTA, INC., TO ADD CITY HALL SOUTH TO THE MASTER LEASE SITE LEASE; AND TO CO-LOCATE ON CITY HALL SOUTH CERTAIN ANTENNAS AND COMMUNICATIONS EQUIPMENT IN THE LEASED SPACE; AND FOR OTHER PURPOSES; ALL REVENUE GENERATED PLUS ESCALATIONS AS CALLED FOR IN THE MASTER LEASE AGREEMENT SHALL BE DEPOSITED INTO THE GENERAL FUND, ACCOUNT AND CENTER NUMBER 1AO1 462201 B00001.

WHEREAS, Powertel/Atlanta, Inc., requires antennas to provide wireless communication service to its customers; and

WHEREAS, Powertel/Atlanta, Inc., wishes to reduce the proliferation of cellular towers within the City of Atlanta; and

WHEREAS, the City of Atlanta has entered into a master lease with Powertel/Atlanta, Inc., for the locating of wireless telecommunications towers and co-locating antennas upon same; and

WHEREAS, Powertel/Atlanta, Inc., wishes to amend the master lease agreement to add City Hall South to the master lease site lease; and

WHEREAS, the City of Atlanta is the owner of the property located at 55 Trinity Avenue, S. W., Atlanta, Georgia 30303.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and is hereby authorized to amend the existing master lease site lease and other contractual agreements with Powertel/Atlanta, Inc., to co-locate on City Hall South certain antennas and to lease a portion of the 55 Trinity Avenue, S. W., Atlanta, Georgia, 30303 property for certain communication equipment to be located on the 5th Floor of City Hall South.



BE IT FURTHER RESOLVED, that Powertel/Atlanta, Inc., shall make payment to the City in the amount of \$2,100.00 per month, \$25,200.00 per year for an initial term of five (5) years, with the option to extend the term for three additional successive five year periods; and

BE IT FURTHER RESOLVED, that following the second year under any Site Lease, monthly Rent payable under such Site Lease during each Renewal Term shall be equal to one hundred four percent (104%) of the Rent in effect for the last full calendar month immediately prior to the commencement of such subsequent year.

BE IT FURTHER RESOLVED, that a Site Lease substantially in the form attached hereto and other contractual agreements are hereby authorized to be executed by the Mayor, to be approved by the City Attorney as to form; and

BE IT FURTHER RESOLVED, that all revenue generated shall be deposited into fund, center account number 1AO1 462201 B00001.

BE IT FURTHER RESOLVED, that this Site Lease and other contractual agreements shall not become binding on the City, and the City shall incur no liability upon same until such master lease and other contractual agreement has been executed by the Mayor and delivered to the contracting party; and

BE IT FURTHER RESOLVED, tenant shall not discriminate against any employee or applicant for employment because of (race, color, creed, religion, sex, domestic relationship status, sexual orientation, national origin, gender identity, age, disability, political affiliation or racial profiling.)

BE IT FINALLY RESOLVED, that the said amend master lease site lease and other contractual agreements be substantially in the form attached hereto, with such further changes as may be necessary or appropriate in the City's best interest.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

OCT 21, 2002
OCT 28, 2002

EXHIBIT E

TO THE MASTER LEASE AGREEMENT
DATED JUNE 5, 2001
BETWEEN CITY OF ATLANTA, AS LANDLORD,
AND POWERTEL, INC.

Cell Site ID: AT1352
State: Georgia
City: Atlanta

City Site Name: City Hall South
Site Latitude/Longitude: N33-44-56 / W84-23-27

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into this _____ day of _____, 2002, between the City of Atlanta, a body corporate and politic ("Landlord"), and PowerTel/Atlanta, Inc., a Delaware corporation ("Tenant"), a successor in interest to Powertel, Inc.

Incorporation of Master Lease. This Lease is a "Site Lease" as referenced in that certain Master Lease Agreement between Landlord and Tenant, dated June 5, 2001 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made a part of hereof without the necessity of attaching hereto the original or any copy of the Master Lease. Unless expressly modified herein, the terms and conditions of the Master Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Master Lease.

Premises. The Premises leased by the Landlord to Tenant hereunder are as follows: 55 Trinity Avenue, Atlanta, GA 30305, legal description attached as Exhibit B-1.

Term. The initial term of the Lease shall commence and expire as set forth in Section 4 of the Master Lease. The Commencement Date is _____.

Rent. Rent hereunder shall be payable monthly in the amount of \$2,100.00.

Special Access Arrangements. Landlord hereby grants to Tenant a non-exclusive easement benefiting Tenant's interest in the Premises for reasonable and necessary pedestrian and vehicular ingress and egress, the installation of utilities serving the Premises and improvements thereon, and the maintenance and installation of guy wires and other such mechanisms required or recommended, over the property including improvements on the property of Landlord which surrounds the Premises. In this regard, Landlord shall also provide the Tenant any and all keys and/or combinations to any locks to allow Tenant full access for purposes of Tenant's easement set forth in the immediately preceding sentence.

Other special access requirements:

Landlord Contact for Emergency: Chic Vossen, Executive Assistant, 404-330-6414

Tenant Contact for Emergency: Network Operations Center, 888-563-9835

The parties have entered into this Lease as of the first date stated above.

LANDLORD:

ATTEST:

CITY OF ATLANTA

Municipal Clerk (Seal)

Mayor

APPROVED AS TO FORM:

APPROVED:

City Attorney

Chief Financial Officer

RECOMMENDED:

APPROVED:

Commissioner, Department of
Administrative Services

Director, Bureau of Purchasing

TENANT:

POWERTEL/ATLANTA, Inc.



Calvin Gray

ITS: Regional Director, Network Operations

Attest:

By: 

Name: Christine Longfellow



LAW

RESOURCES CREATING SOLUTIONS

July 12, 2002

Mr. Ryan Morgan
VoiceStream
Four Concourse Parkway
Suite 300
Atlanta, GA. 30328

Subject: **Structural Letter**
City Hall South
55 Trinity Avenue
Atlanta, GA. 30335-0312
LAW Project No. 12000-2-0019-063-512

Dear Mr. Morgan:

Law Engineering and Environmental Services, Inc. (Law) has completed the structural evaluation of the floor slab for the mechanical room in the penthouse of the City Hall South building. The purpose of the evaluation is to verify the capacity of the structure to support additional VoiceStream antenna and equipment loading. Our work was performed as requested by VoiceStream and in accordance with the terms and conditions of our current contract between LAW and VoiceStream dated November 2, 2001. This letter presents our evaluation of the capacity of the existing structure to support the additional loading.

The additional loading will consist of telecommunications wireless antennas mounted to the concrete block walls of the penthouse/mechanical room, three ERICSSON RBS Model 2202 equipment cabinets floor-mounted on the existing floor slab, and a battery rack of an approximate 800 lb weight.

Based on our structural evaluation, the existing structure will be capable of supporting the additional loading due to the VoiceStream telecommunication antennas and equipment cabinets if installed in accordance with the plans and specifications.

If you have any questions concerning this letter or other questions, please contact David Shiver at 770-499-6847.

Sincerely,

LAW Engineering and Environmental Services, Inc.


F. David Shiver, P.E.
Principal Engineer
Registered Georgia #8756



LAW Engineering and Environmental Services, Inc.
3200 Town Point Drive NW, Suite 100
Kennesaw, GA 30144
770-421-3400 • Fax: 770-421-3486

LEGAL DESCRIPTION: PROPOSED VOICESTREAM LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 77 OF THE 14 DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF TRINITY AVENUE AND THE EASTERLY RIGHT OF WAY OF CENTRAL AVENUE; THENCE, PROCEED $N85^{\circ}35'15''E$ FOR A DISTANCE OF 45.34 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF AN EXISTING BUILDING AT 55 TRINITY AVENUE; THENCE, CONTINUE $S76^{\circ}33'23''E$ FOR A DISTANCE OF 102.55 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE ROOF OF SAID BUILDING; THENCE, CONTINUE $N37^{\circ}00'32''E$ FOR A DISTANCE OF 8.00 FEET TO A POINT; THENCE, CONTINUE $S52^{\circ}59'28''E$ FOR A DISTANCE OF 12.00 FEET TO A POINT; THENCE, CONTINUE $S37^{\circ}00'32''W$ FOR A DISTANCE OF 8.00 FEET TO A POINT; THENCE, CONTINUE $N52^{\circ}59'28''W$ FOR A DISTANCE OF 12.00 FEET TO THE TRUE POINT OF BEGINNING.

DESCRIBED TRACT CONTAINS 96 SQUARE FEET, MORE OR LESS.

10/21/02 Council Meeting

**ITEMS ADOPTED ON CONSENT
AGENDA**

1. 02-O-1368
2. 02-O-1710
3. 02-O-1674
4. 02-O-1645
5. 02-O-1646
6. 02-O-1647
7. 02-O-1648
8. 02-O-1672
9. 02-O-1726
10. 02-O-1728
11. 02-O-1776
12. 02-O-1779
13. 02-O-1781
14. 02-O-1783
15. 02-O-1790
16. 02-O-1791
17. 02-O-1661
18. 02-O-1793
19. 02-O-1584
20. 02-O-1636
21. 02-O-1788
22. 02-R-1176
23. 02-R-1736
24. 02-R-1737
25. 02-R-1745
26. 02-R-1769
27. 02-R-1716
28. 02-R-1740
29. 02-R-1735
30. 02-R-1797
31. 02-R-1800
32. 02-R-1663
33. 02-R-1780
34. 02-R-1802
35. 02-R-1588
36. 02-R-1773
37. 02-R-1787
38. 02-R-1799
39. 02-R-1760
40. 02-R-1761
41. 02-R-1762
42. 02-R-1763
43. 02-R-1764
44. 02-R-1765

**ITEMS ADVERSED
ON CONSENT AGENDA**

45. 02-R-1766
46. 02-R-1767
47. 02-R-1768
48. 02-R-1746
49. 02-R-1747
50. 02-R-1748
51. 02-R-1749
52. 02-R-1750
53. 02-R-1751
54. 02-R-1752
55. 02-R-1753
56. 02-R-1754
57. 02-R-1755
58. 02-R-1756
59. 02-R-1757
60. 02-R-1758
61. 02-R-1759
62. 02-R-1366

Consent I Vote: 12 Yeas; 0 Nays (See RCS #4102)
Items Removed from Consent: 02-O-1643; 02-O-1795; 02-R-1803; 02-R-1729

02-R-1797

(Do Not Write Above This Line)

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ADOPTED BY

OCT 21 2002

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee _____
 Date _____
 Chair _____
 Referred to _____

Committee FIN / Fee
 Date 10-16-02
 Chair [Signature]
 Action: _____
 Fav, Adv, Hold (see rev. side) _____
 Other: _____
 Members [Signature]
[Signature]
[Signature]
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action: _____
 Fav, Adv, Hold (see rev. side) _____
 Other: _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION
 2nd
 1st & 2nd
 3rd
 Readings
 Consent
 V Vote
 RC Vote

CERTIFIED

CERTIFIED
 OCT 21 2002
[Signature]

CERTIFIED
 OCT 21 2002
[Signature]

MAYOR'S ACTION

[Signature]
 OCT 21 2002
 MAYOR

LARGE ATTACHMENT:

DOCUMENT(S),

MANUAL(S)

OR

MAP(S)

NOT COPIED,

PULL ORIGINAL

FOR COPY OR TO VIEW