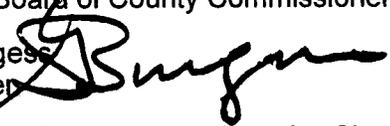


Memorandum

MIAMI-DADE
COUNTY

Date: December 7, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Resolution approving the execution of a Clear Zone Agreement with the Department of Transportation Federal Aviation Administration for radio navigation system equipment installed in a portion of land next to the County's Central District Wastewater Treatment Plant

Agenda Item No. 8(R)(1)(A)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution executing a Clear Zone Agreement with the Department of Transportation Federal Aviation Administration (FAA) for radio navigation system equipment installed in a portion of land next to the County's Central District Wastewater Treatment Plant (CDWWTP) in Virginia Key.

SCOPE OF AGENDA ITEM

The agenda item impacts a portion of property located at the CDWWTP on Virginia Key, Commission District 7, Commissioner Carlos A. Gimenez.

FISCAL IMPACT/FUNDING SOURCE

The FAA will pay the County an annual fee of \$1,500 as long as the FAA exercises the renewal options available until September 30, 2026. The total amount of this renewal agreement is \$24,000 from October 1, 2010 until September 30, 2026.

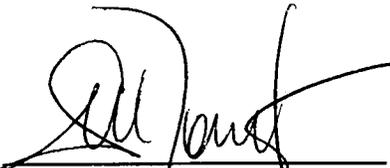
TRACK RECORD/MONITOR

WASD's Chief of Intergovernmental Affairs Section will monitor this agreement.

BACKGROUND

The FAA requires a clear zone of airspace surrounding its radio navigation system equipment known as "Very High Frequency Omni-Directional Range/ Distance Measuring Equipment" (VOR/DME) for aircraft on approach to, taking off from, or flying in the vicinity of Miami International Airport. The equipment is transponder-based technology that measures distance. The FAA has VOR/DME equipment installed in a portion of land next to the County's CDWWTP (Exhibit A). This Clear Zone Agreement restricts the height of any structure within a 1,000 foot radius of the VOR/DME equipment at the CDWWTP to make sure the signals transmitted are not blocked (Exhibit B).

In 1996, the FAA and the County entered into a Clear Zone Agreement for the VOR/DME located next to the County's CDWWTP. The agreement renewed itself automatically until it expired in September 30, 2010, prompting this new Clear Zone Agreement with automatic renewals through September 30, 2026.


Assistant County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: December 7, 2010

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No.8(R)(1)(A)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(R)(1)(A)
12-7-10

RESOLUTION NO. _____

RESOLUTION APPROVING CLEAR ZONE AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR RADIO NAVIGATION SYSTEM EQUIPMENT INSTALLED NEXT TO THE COUNTY'S CENTRAL DISTRICT WASTEWATER TREATMENT PLANT ON VIRGINIA KEY; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE THE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Clear Zone Agreement with the Department of Transportation Federal Aviation Administration for Very High Frequency Omni-directional Range / Distance Measuring Equipment installed next to the County's Central District Wastewater Treatment Plant on Virginia Key, in substantially the form attached hereto and made a part hereof; and authorizes the Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

| | |
|---------------------------------|-------------------|
| Dennis C. Moss, Chairman | |
| Jose "Pepe" Diaz, Vice-Chairman | |
| Bruno A. Barreiro | Lynda Bell |
| Audrey M. Edmonson | Carlos A. Gimenez |
| Sally A. Heyman | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Natacha Seijas | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of December, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

By: _____
Deputy Clerk

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
SOUTHERN REGION, ASO-53**

Clear Zone Agreement No. DTFASO-10-L-00152
VOR/DME: Virginia Key, Florida
Very High Frequency Omni-directional Range / Distance Measuring Equipment

CLEAR ZONE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, in the year 2010, by and between MIAMI-DADE COUNTY, COUNTY, for itself, its administrators, successors, and assigns, hereinafter referred to as the COUNTY and the UNITED STATES OF AMERICA, Department of Transportation, Federal Aviation Administration (FAA), hereinafter referred to as the "GOVERNMENT", covers the following described property located in Miami-Dade County, State of Florida: That portion of property (11.86 acres) lying within a 1,000 foot radius of the GOVERNMENT's Very High Frequency Omni-directional Range / Distance Measuring Equipment (VOR/DME) facility as shown on the enclosed FAA Drawing shown as Exhibit "A".

WITNESSETH:

WHEREAS, on July 17, 1996, the COUNTY and the GOVERNMENT entered into a Clear Zone Agreement for a portion of the property located at the Miami-Dade COUNTY's Central District Wastewater Treatment Plant (CDWWTP), and

WHEREAS, the GOVERNMENT and the COUNTY desire to enter into this new Agreement, and

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth, the COUNTY and the GOVERNMENT agree as follows:

1. CONSIDERATION

The GOVERNMENT shall pay a fee to the COUNTY for the clear zone in the amount of SIX THOUSAND AND NO/100 DOLLARS (\$6,000) for the period from October 1, 2006 through September 30, 2010 within ninety (90) days of the effective date of this Agreement and thereafter on or before October 1 of each year, an amount of ONE THOUSAND FIVE-HUNDRED AND NO/100 DOLLARS (\$1,500.00) for each annual renewal exercised by the GOVERNMENT hereafter, provided, that adequate appropriations are available from year to year for the payment of the fee. Payments shall be made by the GOVERNMENT each year, without the submission of invoices or vouchers.

2. TERM and RENEWAL

This Agreement 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 Agreement renewed each year for one (1) year unless the GOVERNMENT gives the COUNTY thirty (30) days written notice that it will not exercise its option, before this Agreement or any renewal thereof expires;

Federal Aviation Administration
DTFASO-10-L-00152

Initials _____

5

1

LA-10/96

provided, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30, 2026.

3. TERMINATION

The GOVERNMENT may terminate this Agreement, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the COUNTY, and no fee shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

4. SPECIAL STIPULATIONS

a) The COUNTY hereby agrees to conform to the clear zone requirements as described in Exhibit "B" and to conform to Article 4b, as written below:

b) Proposed structures located within the shadow of the clear zone must be described on FAA Form 7460, (copy enclosed as Exhibit "C"). Proposed structures within 1,000 feet of the center of the VOR/DME which, even if they do not penetrate the clear zone, must be described on FAA Form 7460 for informational purposes only. Information supplied for Form 7460 should only be completed if it is relevant to the structure. Other information such a distance from nearest runway, applicable (n/a), and so noted on Form 7460.

5. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE: Upon request the full text will be provided by the Real Estate Contracting Officer.

a) COVENANT AGAINST CONTINGENT FEES -The GOVERNMENT 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.

b) 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.

c) CONTRACT DISPUTES

(i) All contract disputes and arising under or related to this lease contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(ii) All Contract Disputes shall be in writing and shall be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323, Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(iii) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is

received by the ODRA. The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the Real Estate Contracting Officer.

6. LIABILITY LIMITATION

"In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. Seq.), hereafter termed "the Act", the GOVERNMENT will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the GOVERNMENT while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the GOVERNMENT's liability beyond that existing under the Act at the time of such act or omission or to preclude the GOVERNMENT from using any defense available in law or equity".

7. 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 to the other):

TO COUNTY: Miami - Dade COUNTY
c/o Director
Miami-Dade Water and Sewer Department
3071 SW 38th Avenue
Coral Gables, Florida 33146

TO GOVERNMENT: Federal Aviation Administration
c/o Senior Contracting Officer
Southern Region, ASO-53
P. O. Box 20636
Atlanta, Georgia 30320

General correspondence may be forwarded to the above address via first class mail.

(The rest of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized all as of the day and year written above.

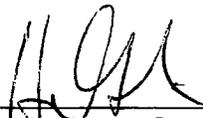
**FLORIDA
HARVEY RUVIN,
CLERK OF THE BOARD**

**MIAMI - DADE COUNTY,
BY ITS BOARD OF COUNTY
COMMISSIONERS, DADE COUNTY**

Attest:

BY: _____
Deputy Clerk

BY: _____
County Mayor

BY:  _____
Assistant County Attorney

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

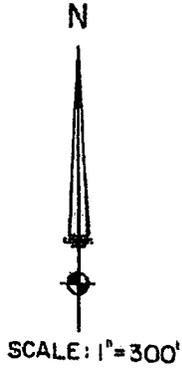
BY: _____
Chris Barnhill

Senior Contracting Officer
Title

Witness

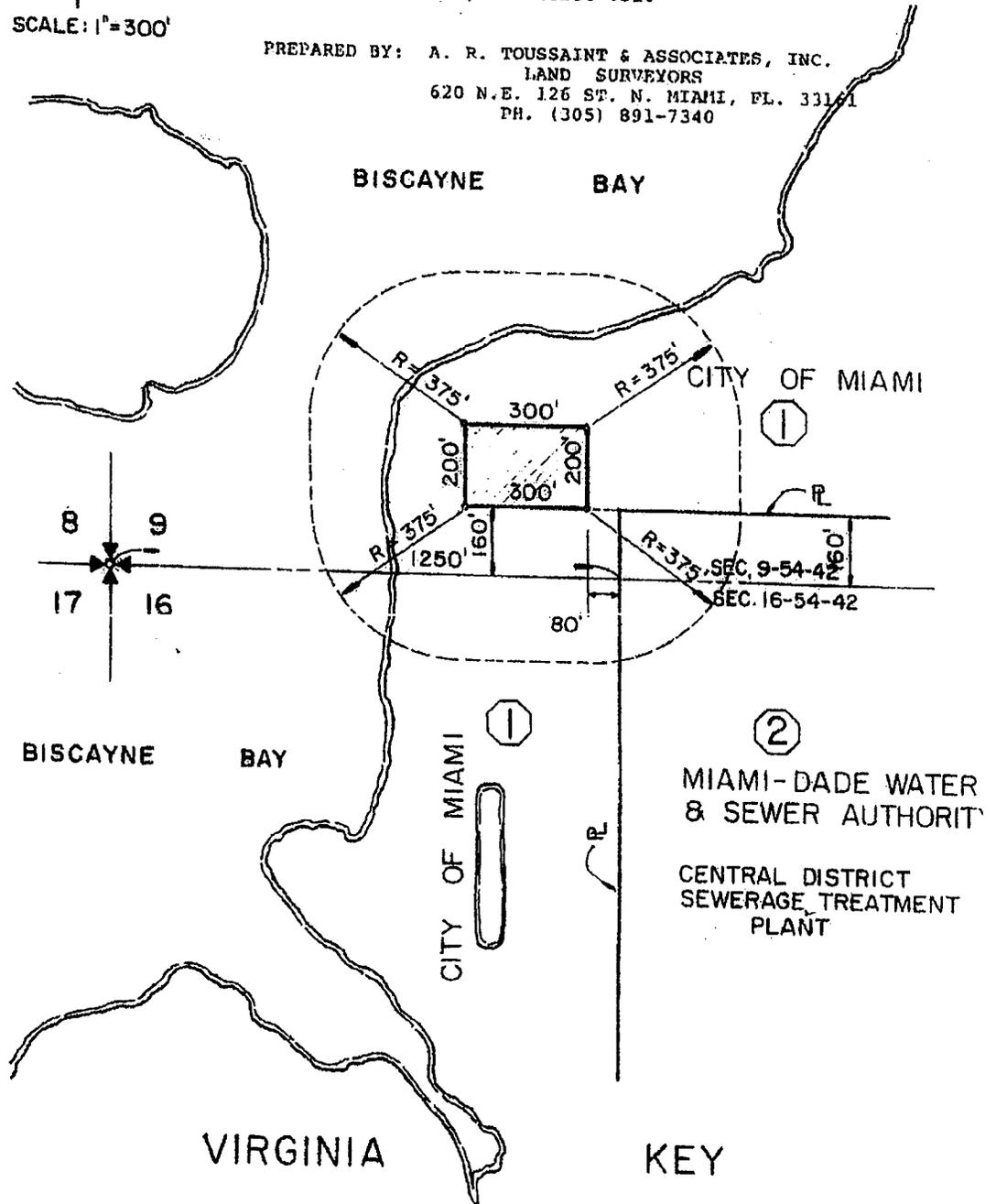
Exhibit A

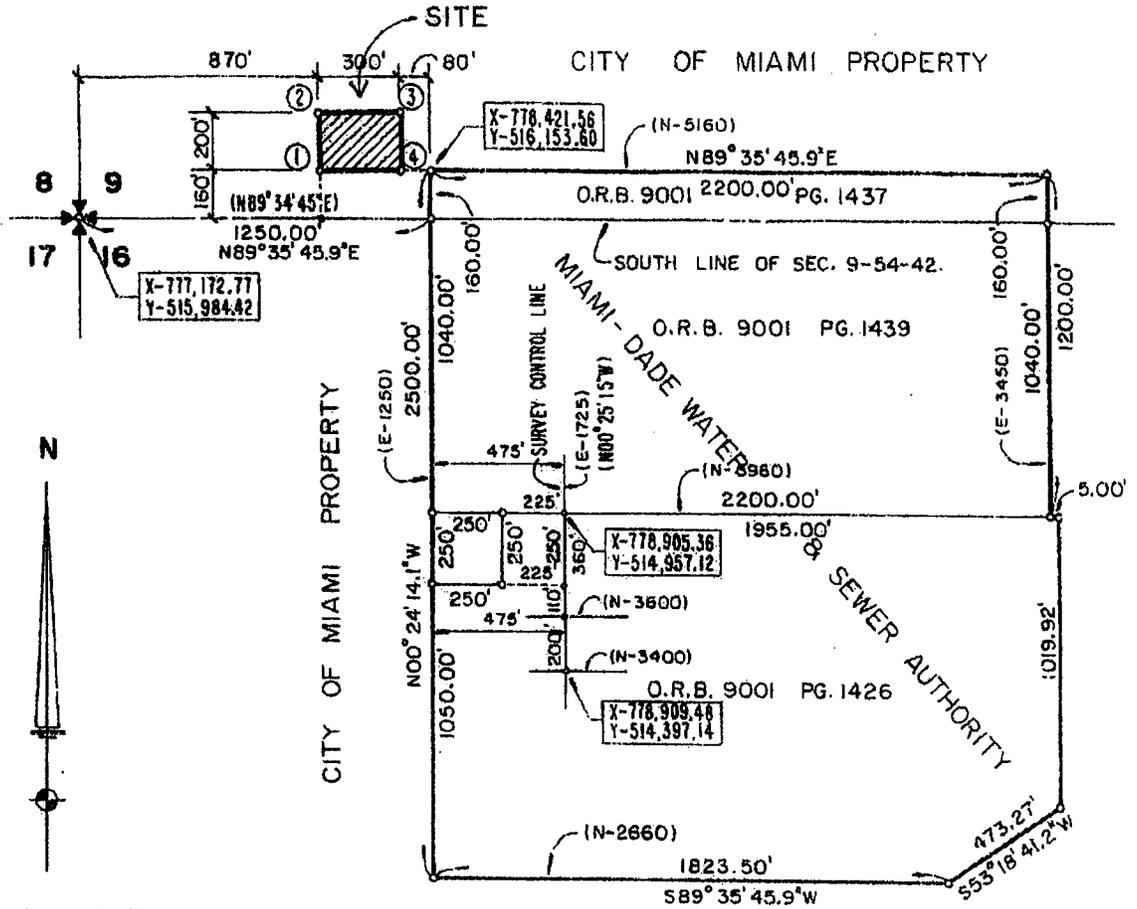
OWNERSHIP MAP



- ① OWNERSHIP: CITY OF MIAMI PROPERTY MANAGER
P.O. BOX 330708
MIAMI, FLORIDA 33133
- ② OWNERSHIP: MIAMI-DADE WATER & SEWER AUTHORITY
PROPERTY MANAGER
P.O. BOX 330316
MIAMI, FL. 33233-0316

PREPARED BY: A. R. TOUSSAINT & ASSOCIATES, INC.
LAND SURVEYORS
620 N.E. 126 ST. N. MIAMI, FL. 33141
PH. (305) 891-7340





THIS SKETCH AND LEGAL DESCRIPTION
 PREPARED BY A. R. TOUSSAINT & ASSOC-
 IATES, INC. UNDER ORDER NO. 10658,
 DATED JANUARY 18, 1994. SCALE: 1" = 40'

PREPARED BY
 A. R. TOUSSAINT & ASSOC., INC.
 LAND SURVEYORS
 620 N.E. 126 ST. N. MIAMI, FL. 33161
 PH. (305) 891-7340

SIGNED: *Howard C. Gamble* V. PRES.
 HOWARD C. GAMBLE
 REGISTERED LAND SURVEYOR 1665
 STATE OF FLORIDA

LEGAL DESCRIPTION :

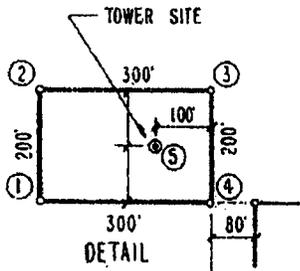
A PORTION OF FRACTIONAL SECTION 9,
 TOWNSHIP 54 SOUTH, RANGE 42 EAST, OF DADE
 COUNTY, FLORIDA; BEING MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF
 SAID SECTION 9; THENCE RUN N89°35'45.9"E
 (N89°34'45"E), ALONG THE SOUTH LINE OF
 SAID SECTION 9, FOR A DISTANCE OF 870.00
 FEET; THENCE RUN N00°24'14.1"W (N00°25'15"W),
 AT RIGHT ANGLES, FOR A DISTANCE OF 160.00
 FEET TO THE POINT OF BEGINNING OF HEREIN-
 AFTER DESCRIBED PARCEL OF LAND :

FROM SAID POINT OF BEGINNING, CONTINUE
 N00°24'14.1"W (N00°25'15"W) FOR A DISTANCE
 OF 200.00 FEET; THENCE RUN N89°35'45.9"E
 (N89°34'45"E), AT RIGHT ANGLES, FOR A DISTANCE
 OF 300.00 FEET; THENCE RUN S00°24'14.1"E
 (S00°25'15"E), AT RIGHT ANGLES, FOR A DISTANCE
 OF 200.00 FEET; THENCE RUN S89°35'45.9"W
 (S89°34'45"W), AT RIGHT ANGLES, FOR A DISTANCE
 OF 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 60,000 SQUARE FEET OR 1.3771
 ACRES OF LAND, MORE OR LESS.

LEASE NO. DTFA06-94-L-13026



| | | |
|---|------------------------------|---|
| ① | X-778,041.57 Y-516,150.81 | LAT. 25°45'04.504" LONG. 80°09'19.007" |
| ② | X-778,040.10 Y-516,350.80 | LAT. 25°45'08.495" LONG. 80°09'19.009" |
| ③ | X-778,340.09 Y-516,353.01 | LAT. 25°45'08.487" LONG. 80°09'15.728" |
| ④ | X-778,341.56 Y-516,153.01 | LAT. 25°45'04.508" LONG. 80°09'15.726" |
| ⑤ | X-778,240.83 Y-516,252.27 | LAT. 25°45'05.496" LONG. 80°09'16.820" |

REVISED: 1-17-94

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Exhibit B

The Clear Zone restrictions surrounding the Virginia Key VOR/DME facility are as follows:

1. No obstruction shall penetrate the airspace around the facility within a 1000 ft radius. Airspace is defined at the Virginia Key site beginning at a height of 80 feet at the center line of the facility and extending along a 1.2 degree rise ending at a height of 101 feet at the 1000 foot boundary line (the height of the clear zone extends upward to infinity). Therefore, any structure is allowed below the above dimensions within the 1000 ft clear zone.

Example One: A structure located 380 feet from the Virginia Key VOR/DME would be restricted to a height of 88 feet.

Example Two: A structure located 1000 feet from the Virginia Key VOR/DME would be restricted to a height of 101 feet.

The following parameters apply only to the portion of a structure which penetrates the clear zone:

2. Any freestanding structure measuring less than 2 degrees in width, as measured from the center of the VOR antenna shall be permitted.
3. Guyed structures shall utilize non-metallic guys. The width of a structure utilizing metallic guys is measured from outer guy to outer guy and must not exceed 2 degrees in total guy width.
4. Multiple co-located structures which penetrate the clear zone cause a cumulative effect. The total cumulative width must not exceed 2 degrees as defined in Item 2 above. Orienting the co-located structures on a radial line (radial originating from the center of the VOR antenna) will minimize the width therefore minimizing impact.

Exhibit C

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

§77.13 Construction or alteration requiring notice.

(a) Except as provided in §77.15, each sponsor who proposes any of the following construction or alteration shall notify the Administrator in the form and manner prescribed in §77.17:

(1) Any construction or alteration of more than 200 feet in height above the ground level at the site.

(2) Any construction or alteration of greater height than an imaginary surface extending outward and upward at one of the following slopes:

(i) 100 to 1 for a horizontal distance of 20,000 feet from the nearest point of the nearest runway of each airport specified in paragraph (a) (6) of this section with at least one runway more than 3,200 feet in actual length, excluding heliports.

(ii) 50 to 1 for a horizontal distance of 10,000 feet from the nearest point of the nearest runway of each airport specified in paragraph (a) (6) of this section with the longest runway no more than 3,200 feet in actual length, excluding heliports.

(iii) 25 to 1 for a horizontal distance of 5,000 feet from the nearest point of the nearest landing and takeoff area of each airport specified in paragraph (a) (6) of this section.

(3) Any highway, railroad, or other traverse way for mobile objects, of a height which, if located upward 17 feet for an Interstate Highway that is part of the National System of Highway and Interstate Highways where overcrossings are designed to a minimum of 17 feet vertical clearance, 15 feet for any other public thoroughfare, 10 feet for the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 25 feet for a railroad, and for a roadway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a) (1) or (2) of this section.

(4) Where requested by the FAA, any construction or alteration that would be in an instrument approach area (defined in the FAA standards governing instrument approach procedures) and available information indicates it might exceed a standard of Subpart C of this part.

(5) Any construction or alteration on any of the following airports (including heliports):

(i) An airport that is available for public use and is listed in the Airport Directory of the current Airport's Information Manual or in either the Alaska or Puerto Rico's Guide and Chart Supplement.

(ii) An airport under construction, that is the subject of a notice of proposal on file with the Federal Aviation Administration, and except for military airports, it is clearly indicated that that airport will be available for public use.

(iii) An airport that is operated by an armed force of the United States.

(6) Each sponsor who proposes construction or alteration that is the subject of a notice under paragraph (a) of this section and is advised by an FAA regional office that a supplemental notice is required shall submit that notice on a prescribed form to be received by the FAA regional office at least 48 hours before the start of construction or alteration.

(7) Each sponsor who undertakes construction or alteration that is the subject of a notice under paragraph (a) of this section shall, within 5 days after that construction or alteration reaches its greatest height, submit a supplemental notice on a prescribed form to the FAA regional office having jurisdiction over the region involved. It—

(i) The construction or alteration is more than 200 feet above the surface level of the land or

(ii) An FAA regional office advises him that submission of the form is required.

§77.15 Construction or alteration not requiring notice.

No person is required to notify the Administrator for any of the following construction or alteration:

(a) Any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation.

(b) Any antenna structure of 20 feet or less in height except one that would increase the height of another antenna structure.

(c) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device, of a type approved by the Administrator, or an appropriate military service on military airports, the location and height of which is fixed by its functional purpose.

(d) Any construction or alteration for which notice is required by any other FAA regulation.

§77.17 Form and time of notice.

(a) Each person who is required to notify the Administrator under §77.13 (a) shall send one executed form set of FAA Form 7460-1, Notice of Proposed Construction or Alteration, to the Manager, Air Traffic Division, FAA Regional Office having jurisdiction over the area within which the construction or alteration will be located. Copies of FAA Form 7460-1 may be obtained from the headquarters of the Federal Aviation Administration and the regional offices.

(b) The notice required under §77.13 (a) (1) through (4) must be submitted at least 30 days before the earlier of the following dates—

(1) The date the proposed construction or alteration is to begin.

(2) The date an application for a construction permit is to be filed.

However, a notice relating to proposed construction or alteration that is subject to the licensing requirements of the Federal Communications Act may be sent to the FAA at the same time the application for construction is filed with the Federal Communications Commission, or at any time before that filing.

(c) A proposed structure or an alteration to an existing structure that exceeds 2,000 feet in height above the ground will be presumed to be a hazard to air navigation and to result in an inefficient utilization of airspace and the applicant has the burden of overcoming that presumption. Each notice submitted under the provisions of this part 77 proposing a structure in excess of 2,000 feet above ground, or an alteration that will make an existing structure exceed that height, must contain a detailed showing, directed to meeting this burden. Only in exceptional cases, where the FAA concludes that a clear and compelling showing has been made that it would not result in an inefficient utilization of the airspace and would not result in a hazard to air navigation, will a determination of no hazard be issued.

(d) In the case of an emergency involving essential public services, public health, or public safety that requires immediate construction or alteration, the 30 day requirement in paragraph (b) of this section does not apply and the notice may be sent by telephone, telegraph, or other expeditious means, with an executed FAA Form 7460-1 submitted within five (5) days thereafter. Outside normal business hours, emergency notices by telephone or telegraph may be submitted to the nearest FAA Flight Service Station.

(e) Each person who is required to notify the Administrator by paragraph (b) or (c) of §77.13, or both, shall send an executed copy of FAA Form 7460-2, Notice of Actual Construction or Alteration, to the Manager, Air Traffic Division, FAA Regional Office having jurisdiction over the area involved.

Please send all future FAA form 7460-1 notices to the FAA's new...

EXPRESS PROCESSING CENTER

Federal Aviation Administration
Southwest Regional Office
Air Traffic Airspace Branch, ASW-520
2601 Meachan Blvd.
Fort Worth, TX 76137-4298
Phone: (817) 838-1990

Visit the FAA's new Obstruction Evaluation web site at <http://oeeqaa.faa.gov>

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INSTRUCTIONS FOR COMPLETING FAA FORM 7460-1

PLEASE TYPE or PRINT

ITEM #1. Please include the name, address, and phone number of a personal contact point as well as the company name.

ITEM #2. Please include the name, address, and phone number of a personal contact point as well as the company name.

ITEM #3. New Construction would be a structure that has not yet been built.

Alteration is a change to an existing structure such as the addition of a side mounted antenna, a change to the marking and lighting, a change to power and/or frequency, or a change to the height. The nature of the alternation shall be included in **ITEM #21** "Complete Description of Proposal". Existing would be a correction to the latitude and/or longitude, a correction to the height, or if filing on an existing structure which has never been studied by the FAA. The reason for the notice shall be included in **ITEM #21** "Complete Description of Proposal".

ITEM #4. If Permanent, so indicate. If Temporary, such as a crane or drilling derrick, enter the estimated length of time the temporary structure will be up.

ITEM #5. Enter the date that construction is expected to start and the date that construction should be completed.

ITEM #6. Please indicate the type of structure. **DO NOT LEAVE BLANK.**

ITEM #7. In the event that obstruction marking and lighting is required, please indicate type desired. If no preference, check "other" and indicate "no preference". **DO NOT LEAVE BLANK.** *NOTE: High intensity lighting shall be used only for structures over 500' AGL.* In the absence of high intensity lighting for structures over 500' AGL, marking is also required.

ITEM #8. If this is an existing tower that has been registered with the FCC, enter the FCC Antenna Structure Registration number here.

ITEM #9. and **#10.** Latitude and longitude must be geographic coordinates, accurate to within the nearest second or to the nearest hundredth of a second if known. Latitude and longitude derived solely from a **hand-held GPS instrument is acceptable.** This data, when plotted, should match the site depiction submitted under **ITEM #20.**

ITEM #11. NAD 83 is preferred; however, latitude/longitude may be submitted in NAD 27. Also, in some geographic areas where NAD 27 and NAD 83 are not available other datums may be used. It is important to know which datum is used. **DO NOT LEAVE BLANK.**

ITEM #12. Enter the name of the nearest city/state to the site. If the structure is or will be in a city, enter the name of that city/state.

ITEM #13. Enter the full name of the nearest public-use (not private-use) airport (or heliport) or military airport (or heliport) to the site.

ITEM #14. Enter the distance from the airport or heliport listed in **#13** to the structure.

ITEM #15. Enter the direction from the airport or heliport listed in **#13** to the structure.

ITEM #16. Enter the site elevation above mean sea level and expressed in whole feet rounded to the nearest foot (e.g. 17' 3" rounds to 17', 176" rounds to 18'). This data should match the ground contour elevations for site depiction submitted under **ITEM #20.**

ITEM #17. Enter the total structure height above ground level in whole feet rounded to the next highest foot (e.g. 173" rounds to 18'). **The total structure height shall include anything mounted on top of the structure, such as antennas, obstruction lights, lightning rods, etc.**

ITEM #18. Enter the overall height above mean sea level and expressed in whole feet. This will be the total of **ITEM #16 + ITEM #17.**

ITEM #19. If an FAA aeronautical study was previously conducted, enter the previous study number.

ITEM #20. Enter the relationship of the structure to roads, airports, prominent terrain, existing structures, etc. Attach an 8-1/2" X 11" non-reduced copy of the appropriate 7.5 minute U.S. Geological Survey (USGS) Quadrangle Map **MARKED WITH A PRECISE INDICATION OF THE SITE LOCATION.** To obtain maps, Contact USGS at 1-888-275-8747 or via Internet at <http://store.usgs.gov/>. If available, attach a copy of a documented site survey with the surveyor's certification stating the amount of vertical and horizontal accuracy in feet.

ITEM #21.

- For transmitting stations, include maximum effective radiated power (ERP) and all frequencies.
- For antennas, include the type of antenna and center of radiation (*Attach the antenna pattern, if available*).
- For microwave, include azimuth relative to true north.
- For overhead wires or transmission lines, include size and configuration of wires and their supporting structures (*Attach depiction*).
- For each pole/support, include coordinates, site elevation, and structure height above ground level or water.
- For buildings, include site orientation, coordinates of each corner, dimensions, and construction materials,
- For alterations, explain the alteration thoroughly,
- For existing structures, thoroughly explain the reason for notifying the FAA (*e.g. corrections, no record of previous study, etc.*).

Filing this information with the FAA does not relieve the sponsor of this construction or alteration from complying with any other federal state or local rules or regulations. If you are not sure what other rules or regulations apply to your proposal, contact local/state aviation and zoning authorities.

CERTIFICATE OF AUTHORIZATION

If agreement is made with a State, County, Municipality, or other public authority, the following certificate shall be executed by an authorized official:

I, _____, certify that I am the _____.
(Name) (Title)

of the _____ named in the foregoing agreement; and that
(State, County, Municipality, or other Public Authority)

_____ who signed said agreement on behalf of the
(Name)

_____ was then _____
(State, County, Municipality, or other Public Authority) (Title)

of said _____. That said agreement was duly signed for and on
(State, County, Municipality, or other Public Authority)

behalf of _____ by authority of its governing body, and is
(State, County, Municipality, or other Public Authority)

within the scope of its powers.

(CORPORATE SEAL)

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NOTARY ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

On this, the _____ **day of** _____, **Two Thousand** _____

before me, _____ **a Notary Public in and for the**

County of _____, **State of** _____, **duly**

commissioned and qualified, personally appeared,

_____, **known to me to be the person**

described in and whose name is subscribed to the attached instrument, and

acknowledged to me that he/she executed the instrument for the purposes and

consideration therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal,

at my office the day and year in this certificate first written above.

By: _____

My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

STATE OF Georgia

COUNTY OF Cobb

On this, the _____ day of _____, Two Thousand _____ before me, Stacie W. Huelsbeck a Notary Public in and for the County of Cobb, State of Georgia, duly commissioned and qualified, personally appeared, _____ known to me to be the person described in and whose name is subscribed to the attached instrument, and acknowledged to me that he/she executed the instrument for the purposes and consideration therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal, at my office the day and year in this certificate first written above.

By: _____

My Commission Expires: _____