

00-1233

(Do Not Write Above This Line)

A RESOLUTION BY

TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE AGREEMENT WITH KENOHA AERO, INC., D/B/A ALLIANCE AIRLINES, COVERING THE OCCUPANCY AND USE OF CARGO BUILDING B ON TRACT B IN THE SOUTH CARGO AREA AT HARTSFIELD ATLANTA INTER-NATIONAL AIRPORT, CONSISTING OF APPROXI-MATELY 3.959 ACRES OF LAND, TOGETHER WITH THE ASSOCIATED CARGO WAREHOUSE SPACE, MEZZANINE OFFICE SPACE, AIRSIDE OPERATIONS AREA AND LANDSIDE OPERATIONS AREA PAVE-MENT, FOR USE IN THE ESTABLISHMENT AND OPERATION OF AN AIR CARGO FACILITY; RESCINDING RESOLUTION NO. 98-R-2276; AND FOR OTHER PURPOSES.

ADOPTED BY

SEP 0 5 2000

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 TRANSPORTATION
 Date 8-16-00
 Chair [Signature]
 Action: _____
 Fav. Adv. Hold (see rev. side) _____
 Other: _____
 Members [Signature]
 Refer To _____

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

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

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

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

CERTIFIED

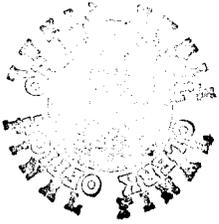
CERTIFIED
 SEP 5 2000
 [Signature]
 MUNICIPAL CLERK

CERTIFIED
 SEP 0 5 2000
 [Signature]
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED
 SEP 13 2000
 [Signature]

CITY COUNCIL
ATLANTA, GEORGIA



A RESOLUTION

BY TRANSPORTATION COMMITTEE

00- R -1233

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE AGREEMENT WITH KENOSHA AERO, INC., D/B/A ALLIANCE AIRLINES, COVERING THE OCCUPANCY AND USE OF CARGO BUILDING B ON TRACT B IN THE SOUTH CARGO AREA AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, CONSISTING OF APPROXIMATELY 3.959 ACRES OF LAND, TOGETHER WITH THE ASSOCIATED CARGO WAREHOUSE SPACE, MEZZANINE OFFICE SPACE, AIRSIDE OPERATIONS AREA AND LANDSIDE OPERATIONS AREA PAVEMENT, FOR USE IN THE ESTABLISHMENT AND OPERATION OF AN AIR CARGO FACILITY; RESCINDING RESOLUTION NO. 98-R-2276; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has developed the South Cargo Area at Hartsfield Atlanta International Airport for use by airlines and other firms engaged in the air cargo and air freight business at the Airport; and

WHEREAS, Kenosha Aero, Inc., d/b/a Alliance Airlines, who is engaged in the air cargo and air freight business, has requested a lease of space in the South Cargo Area; and

WHEREAS, the Aviation General Manager has determined that Cargo Building B on Tract B is available and suitable for such use, and has recommended that the City of Atlanta enter into a lease agreement with said firm, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, 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 a Lease Agreement with Kenosha Aero, Inc., d/b/a Alliance Airlines, which shall provide for the occupancy and use of Cargo Building B on Tract B in the South Cargo Area at Hartsfield Atlanta International Airport, consisting of approximately 3.959 acres of land, together with the improvements existing or to be constructed thereon, consisting of approximately 103,212.98 square feet of cargo building warehouse space, approximately 21,485.26 square feet of mezzanine level office space, approximately 13,225.00 square feet of airside operations area and approximately 55,399.02 square feet of landside operations area pavement, as its Exclusive Leased Premises and the non-exclusive use of Employee Parking - East Lot, all on substantially the following terms and conditions:

1. For a term 10 years, subject to the City's right to terminate the Lease Agreement for airport development or improvement purposes.
2. With payment of Land Rental for the land area within the Exclusive Leased Premises to be computed at the rate of \$0.061 per square foot per year through December 31, 2001, and shall increase to \$0.373 from January 1, 2002, subject to escalation thereafter every 2.5 years at the lesser of 4% or the CPI, compounded annually.



3. With payment of Building/Facilities Rental for the improvements constructed by the City on the Exclusive Leased Premises, to be computed at the rate of \$14.00 per square foot per year for the Cargo Building Warehouse Area and \$0.84 per square foot per year for the Airside Operations and Landside Operations Pavement Areas, subject to escalation thereafter every 2.5 years at the lesser of 4% or the CPI, compounded annually.
4. With payment of an M&O Charge based on the cost incurred by the City in maintaining and operating the common use areas and facilities of the South Cargo Area, estimated initially to be \$0.26 per square foot per year, and subject to adjustment annually.
5. With provision for the Lessee to accept the Leased Premises in their "as is" condition on the date the Lease Agreement is executed and to accomplish any improvements to the premises which are necessary to establish and operate an air cargo facility, at no cost or expense to the City.
6. With the express stipulation that the Leased Premises shall be used for air cargo purposes and for no other purpose.
7. With the express stipulation that neither the Lease Agreement nor the Leased Premises shall be subleased or assigned without the prior written consent of the City's Aviation General Manager (excepting only a parent corporation) and in such event only to an air cargo airline or other firm engaged in an air cargo business.
8. And including such other terms and conditions as are required by City ordinances or Federal Regulations or as are customarily included in leases of a similar nature at the Airport.

BE IT FURTHER RESOLVED that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor or his designee.

STILL FURTHER RESOLVED that said Agreement shall not become binding upon the City of Atlanta, and the City of Atlanta shall incur no obligation or liability thereunder until the same has been signed by the Mayor and delivered to the Lessee.

BE IT FINALLY RESOLVED that that certain Resolution No. 98-R-2276, adopted on January 4, 1999, and approved on January 12, 1999, relative to the subject matter hereof, be and the same hereby is rescinded.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

SEP 05, 2000
SEP 13, 2000

CITY COUNCIL
ATLANTA, GEORGIA

*This Resolution was
rescinded by action taken
in attached Resolution 00-R-1233
98-R-2276*

A RESOLUTION

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH ALLIANCE AIRLINES, COVERING THE OCCUPANCY AND USE OF CARGO BUILDING B ON TRACT B IN THE SOUTH CARGO AREA AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, CONSISTING OF APPROXIMATELY 3.959 ACRES OF LAND, TOGETHER WITH THE ASSOCIATED CARGO WAREHOUSE SPACE, MEZZANINE OFFICE SPACE, AIRSIDE OPERATIONS AREA AND LANDSIDE OPERATIONS AREA PAVEMENT, FOR USE IN THE ESTABLISHMENT AND OPERATION OF AN AIR CARGO FACILITY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta has developed the South Cargo Area at Hartsfield Atlanta International Airport for use by airlines and other firms engaged in the air cargo and air freight business at the Airport; and

WHEREAS, Alliance Airlines, who is engaged in the air cargo and air freight business, has requested a lease of space in the South Cargo Area; and

WHEREAS, the Aviation General Manager has determined that Cargo Building B on Tract B will be available and suitable for such use upon completion of construction, and has recommended that the City of Atlanta enter into a lease agreement with Alliance Airlines, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA that the Mayor be and he hereby is authorized to execute on behalf of the City of Atlanta a Lease Agreement with Alliance Airlines, which shall provide for the occupancy and use by Alliance Airlines of a portion of Cargo Building B on Tract B in the South Cargo Area at Hartsfield Atlanta International Airport, consisting of approximately 3.959 acres of land, together with the improvements existing or to be constructed thereon, consisting of approximately 103,212.98 square feet of cargo building warehouse space, approximately 21,485.26 square feet of mezzanine level office space, approximately 13,225.00 square feet of airside operations area and approximately 55,399.02 square feet of landside operations area pavement, as its Exclusive Leased Premises and the non-exclusive use of Employee Parking - East Lot, all on substantially the following terms and conditions:

1. For a term 10 years, subject to the City's right to relocate the Leased Premises for airport development or improvement purposes.

Attachment to
00-R-1233

Rescinded Resolution
98-R-2276



2. With payment of Land Rental for the land area within the Exclusive Leased Premises to be computed at the rate of \$0.061 per square foot per year through December 31, 2001, subject to escalation at the rate of 6.5% on January 1, 2007, and every 5th anniversary thereafter.
3. With payment of Building/Facilities Rental for the improvements constructed by the City on the Exclusive Leased Premises, to be computed at the rate of \$14.00 per square foot per year for the Cargo Building Warehouse Area and \$0.84 per square foot per year for the Airside Operations and Landside Operations Pavement Areas.
4. With payment of an M&O Charge based on the cost incurred by the City in maintaining and operating the common use areas and facilities of the South Cargo Area, estimated initially to be \$0.26 per square foot per year, and subject to adjustment annually.
5. With provision for the Lessee to accept the Leased Premises in their "as is" condition on the date the Lease Agreement is executed and to accomplish any improvements to the premises which are necessary to establish and operate an air cargo facility, at no cost or expense to the City.
6. With the express stipulation that the Leased Premises shall be used for air cargo purposes and for no other purpose.
7. With the express stipulation that neither the Lease Agreement nor the Leased Premises shall be subleased or assigned without the prior written consent of the City's Aviation General Manager (excepting only a parent, subsidiary, or successor corporation) and in such event only to an air cargo airline or other firm engaged in an air cargo business.
8. And including such other terms and conditions as are required by City ordinances or Federal Regulations or as are customarily included in leases of a similar nature at the Airport.

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

BE IT FINALLY RESOLVED that said 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 Alliance Airlines.

A true copy,

Rhonda Daughlin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

January 04, 1999
January 12, 1999

RCS# 2194
9/05/00
2:17 PM

Atlanta City Council

Regular Session

CONSENT

Pages: 1-12

Adopt

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 0

SEE ATTACHED LISTING OF
ITEMS ADOPTED/ADVERSED
ON CONSENT AGENDA

Y McCarty
Y Starnes
NV Bond
Y Winslow

Y Dorsey
NV Woolard
Y Morris
Y Muller

Y Moore
Y Martin
Y Maddox
Y Boazman

Y Thomas
Y Emmons
Y Alexander
NV Pitts

ITEM (S) REMOVED FROM
CONSENT AGENDA
00-O-1007
00-R-1309

CONSENT

09/05/00 Council Meeting	
ITEMS ADOPTED ON CONSENT AGENDA	ITEMS ADVERSED ON CONSENT AGENDA
1. 00-O-1102	40. 00-R-1235
2. 00-O-1143	41. 00-R-1245
3. 00-O-1207	42. 00-R-1246
4. 00-O-1295	43. 00-R-1247
5. 00-O-1303	44. 00-R-1248
6. 00-O-1313	45. 00-R-1249
7. 00-O-1124	46. 00-R-1250
8. 00-O-1125	47. 00-R-1251
9. 00-O-1126	48. 00-R-1252
10. 00-O-1127	49. 00-R-1253
11. 00-O-1128	50. 00-R-1254
12. 00-O-1133	51. 00-R-1255
13. 00-O-1196	52. 00-R-1256
14. 00-O-1298	53. 00-R-1257
15. 00-O-1122	54. 00-R-1258
16. 00-O-1300	55. 00-R-1259
17. 00-R-1198	56. 00-R-1260
18. 00-R-1230	57. 00-R-1261
19. 00-R-1290	58. 00-R-1262
20. 00-R-1312	59. 00-R-1263
21. 00-R-1316	60. 00-R-1264
22. 00-R-1265	
23. 00-R-1266	
24. 00-R-1267	
25. 00-R-1268	
26. 00-R-1270	
27. 00-R-1314	
28. 00-R-1229	
29. 00-R-1233	
30. 00-R-0886	
31. 00-R-1236	
32. 00-R-1237	
33. 00-R-1238	
34. 00-R-1239	
35. 00-R-1240	
36. 00-R-0241	
37. 00-R-1242	
38. 00-R-1243	
39. 00-R-1244	