



CITY COUNCIL
ATLANTA, GEORGIA

03-R-1385

A SUBSTITUTE AND AMENDED RESOLUTION

BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND ANC CORPORATION FOR CAR RENTAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") and ANC Corporation entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield-Jackson Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

WHEREAS, a new agreement with ANC Corporation is required and will link ANC Corporation with the future CONRAC agreement; and

WHEREAS, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

WHEREAS, the Department of Aviation recommends that the City enters into a new agreement with ANC Corporation for a term of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall contain substantially the following terms and conditions:

1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
2. This agreement includes a service facility on Car Rental Row containing approximately 5 acres of land, 13,350 sq. ft. of building and 987 sq. ft. of counter space located in the Main Terminal of the airport.
3. ANC shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.45 per square foot per year and a building rent of \$6.00 per square foot per year.
4. A Minimum Annual Guarantee (MAG) will be payable in 12 equal rental payments due on the first day of each month. The first year's MAG will be \$1,222,800. Beginning with the second year, the MAG will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental.



5. ANC Corporation will have the privilege of soliciting car rentals from the counter area and arranging for such services with arriving airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.
6. ANC Corporation will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
7. ANC Corporation will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport ANC Corporation patrons to and from the Airport. Shuttle buses used in transporting ANC Corporation patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

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

BE IT FURTHER RESOLVED that nothing in this agreement shall be construed as an obligation of the City of Atlanta to either grant or guarantee that ANC Corporation will be a tenant or occupant of the CONRAC Facility.

BE IT FINALLY RESOLVED that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to ANC Corporation.

A true copy,

Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED by the Council
APPROVED by the Mayor

May 3, 2004
May 11, 2004

A SUBSTITUTE RESOLUTION #2

BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND ANC CORPORATION FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") and ANC Corporation entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

WHEREAS, a new agreement with ANC Corporation is required and will link ANC Corporation with the future CONRAC agreement; and

WHEREAS, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

WHEREAS, the Department of Aviation recommends that the City enters into a new agreement with ANC Corporation for a term of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield Atlanta International Airport, which shall contain substantially the following terms and conditions:

1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
2. This agreement includes a service facility on Car Rental Row containing approximately 5 acres of land, 13,350 sq. ft. of building and 987 sq. ft. of counter space located in the Main Terminal of the airport.
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5. ANC Corporation will have the privilege of soliciting car rentals from the counter area and arranging for such services with arriving airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.
6. ANC Corporation will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
7. ANC Corporation will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport ANC Corporation patrons to and from the Airport. Shuttle buses used in transporting ANC Corporation patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

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

BE IT FURTHER RESOLVED that nothing in this agreement shall be construed as an obligation of the City of Atlanta to either grant or guarantee that ANC Corporation will be a tenant or occupant of the CONRAC Facility.

BE IT FINALLY RESOLVED that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to ANC Corporation.



5. ANC Corporation will have the privilege of soliciting car rentals from the counter area and arranging for such services with arriving airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.
6. ANC Corporation will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
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03-R-1385

A SUBSTITUTE RESOLUTION

BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND VANGUARD CAR RENTAL USA, INC. FOR CAR RENTAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") and Vanguard Car Rental USA, Inc. entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield-Jackson Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

WHEREAS, a new agreement with Vanguard Car Rental USA, Inc. is required and will link Vanguard Car Rental USA, Inc. with the future CONRAC agreement; and

WHEREAS, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

WHEREAS, the Department of Aviation recommends that the City enters into a new agreement with Vanguard Car Rental USA, Inc. for a term of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall contain substantially the following terms and conditions:

1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.
2. This agreement includes a service facility on Car Rental Row containing approximately 5 acres of land, 13,350 sq. ft. of building and 987 sq. ft. of counter space located in the Main Terminal of the airport.
3. Vanguard Car Rental USA, Inc. shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.45 per square foot per year.
4. A Minimum Annual Guarantee (MAG) will be payable in 12 equal rental payments due on the first day of each month. The first year's MAG will be \$1,972,800. Beginning with the second year, the MAG will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental.
5. Vanguard Car Rental USA, Inc. will have the privilege of soliciting car

rentals from the counter area and arranging for such services with departing airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.

6. Vanguard Car Rental USA, Inc. will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.
7. Vanguard Car Rental USA, Inc. will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Vanguard Car Rental USA Inc. patrons to and from the Airport. Shuttle buses used in transporting Vanguard Car Rental USA, Inc. patrons shall stop only at the approved loading areas designated by the Aviation General Manager.
8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

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

BE IT FINALLY RESOLVED that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Vanguard Car Rental USA, Inc.

A RESOLUTION

03-*R*-1385

BY TRANSPORTATION COMMITTEE

**A RESOLUTION AUTHORIZING THE MAYOR OR HER
DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE
CITY OF ATLANTA AND ANC CORPORATION FOR CAR
RENTAL SERVICES AT HARTSFIELD ATLANTA
INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM
OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.**

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WHEREAS, a new agreement with ANC Corporation is required and will link ANC Corporation with the future CONRAC agreement; and

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WHEREAS, the Department of Aviation recommends that the City enters into a new agreement with ANC Corporation for a term of five (5) years.

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2. This agreement includes a service facility on Car Rental Row containing approximately 5 acres of land, 13,350 sq. ft. of building and 987 sq. ft. of counter space located in the Main Terminal of the airport.
3. ANC shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of \$32.50 per square foot per year, and the facility rental will include a land portion that will be \$1.48 per square foot per year and a building rent of \$6.00 per square foot per year.
4. A Minimum Annual Guarantee (MAG) will be payable in 12 equal rental payments due on the first day of each month. The first year's MAG will be \$1,222,800. Beginning with the second year, the MAG will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental.

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BE IT FINALLY RESOLVED that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to ANC Corporation.

TRANSMITTAL FORM FOR LEGISLATION

To Mayor's Office: Greg Pridgeon

General Manager's Signature: *Adrian L. Brown*

From: Originating Dept. Aviation

Contact: Anita Williams 404-530-6600

Committees of Purview: TC

Committee Deadline: 08/29/03

Committee Meetings: 09/10/03

City Council Meeting: 09/15/03

CAPTION:

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND ANC CORPORATION FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

BACKGROUND/DISCUSSION:

This Agreement is needed to assure the uninterrupted car rental services at Hartsfield Atlanta International Airport to all airport users. The City of Atlanta anticipates constructing a Consolidated Rental Car (CONRAC) facility for use by rental car companies who serve the Airport. The CONRAC facility will replace the counters, facilities and loading areas that the rental car companies currently occupy. The City anticipates entering into an agreement with all rental car companies to tie the car rental companies to the future CONRAC facility. This agreement must be signed by all companies planning to do business at Hartsfield Atlanta International Airport.

FINANCIAL IMPACT: Positive

SOURCE: N/A

Mayor's Staff Only:

Received by Mayor's Office: 8.18.03 (date) *JP* (Initials) Reviewed: _____ (date)

Submitted to Council: _____

Action by Committee: Approved Adversed Held Amended
 Substitute Referred Other

03-12-1385

(Do Not Write Above This Line)

A RESOLUTION

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND ANC CORPORATION FOR CAR RENTAL SERVICES AT HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

ADOPTED BY COUNCIL MAY 3 2004

- 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 _____

TRANSPORTATION

9/10/03

Chair

Fav, Adv, (Hold) (see rev. side)

Substantive

Members

Refer To

TRANSPORTATION

11/7/04

Chair

Fav, Adv, (Hold) (see rev. side)

Substantive

Members

Refer To

TRANSPORTATION

3/10/04

Chair

Fav, Adv, (Hold) (see rev. side)

Other

Members

Refer To

TRANSPORTATION

4/28/04

Chair

Fav, Adv, (Hold) (see rev. side)

Substantive

Members

Refer To

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

CERTIFIED

CERTIFIED MAY 3 2004

COUNCIL PRESIDENT PROTREM

CERTIFIED MAY 3 2004

MAYOR'S ACTION

APPROVED
 MAY 11 2004
 MAYOR