

**A RESOLUTION  
BY TRANSPORTATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT NO. 1 TO THE LEASE AGREEMENT FOR AN AIRPORT HEALTH CARE FACILITY IN THE ATRIUM OF THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT COVERING THE PERMANENT SURRENDER TO THE CITY OF ATLANTA OF LEASED PREMISES AND CORRESPONDING REDUCTION IN RENTALS; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City owns and operates the Hartsfield-Jackson Atlanta International Airport (“Airport”) on which there exists certain terminal buildings and concourse buildings and related facilities for the use of airlines engaged in the transportation of persons and property by scheduled and unscheduled aircraft service, such buildings and facilities are referred to as the Central Passenger Terminal Complex (“CPTC”); and

**WHEREAS**, the City and the Fulton-Dekalb Hospital Authority (“Grady”), are parties to a lease agreement for an airport health care facility in the atrium of the central passenger terminal complex at the Hartsfield-Jackson Atlanta International Airport (“Lease”) dated October 9, 2001, as heretofore amended covering the occupancy and use by Grady of certain premises and facilities in the CPTC; and

**WHEREAS**, the City requires the permanent surrender of a portion of certain Grady leased Premises located on the third level of the Atrium area located in the Landside Terminal Building for the purposes of accommodating other Landside Terminal Building tenants displaced by the expansion of the North Terminal Security Checkpoint and Grady is ready and willing to permanently surrender a portion of their leased premises in connection with such project; and

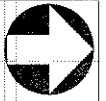
**WHEREAS**, the City and Grady now desire to amend said Lease to delete approximately 2,720 square feet of leased Premises on the third level of the Atrium area located in the Landside Terminal Building from Grady’s Exclusive Leased Premises, to reduce the annual rental rate on the remaining leased premises from \$42.12 psf to \$25.00 psf to reflect the fact that the remaining premises have no public frontage and to waive the rent during the months of March and April of 2008 to compensate Grady for the disruption of business resulting from the construction and downsizing, and to make other necessary adjustments corresponding with the reduction in the Premises.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA**, that the Mayor is authorized to execute on behalf of the City of Atlanta an Amendment No. 1 to the Lease under which Grady shall permanently

surrender to the City the aforementioned premises, with a corresponding adjustment of rentals associated with the premises and other adjustments as required.

**BE IT FURTHER RESOLVED** that the City Attorney is directed to prepare said Amendment No. 1 for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Amendment No. 1 shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until same has been signed by the Mayor and delivered to Grady Health Systems.



**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:**

**Caption:**

**Council Meeting Date:**

**Requesting Dept.:**

**FAC Confirmed by:**

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

The lease between Grady and the City for space at the Airport (" Grady Lease" ) covers 4,400 sf of space on the third floor of the atrium. This amendment would result in the surrender to the City of 2780 sf. The surrendered premises would be used by current Airport tenants that must be relocated to enable the installation of six additional security check points in the Airport' s North Terminal area.

**2. Please provide background information regarding this legislation.**

In late 2007 the DOA implemented a project to improve passenger screening in Atlanta that called for the addition of security checkpoints in the Main Terminal building. Six additional checkpoints were planned for the east end of the North Terminal lobby and four checkpoints were planned for the east end of the South Terminal lobby. The project required the relocation of the tenants that were located in the area of the new check points. Two of those tenants, United Airlines and American Airlines, occupied spaces covered under a Central Passenger Terminal Complex Lease (CPTC Lease). It was therefore necessary to provide suitable

alternative premises to those tenants in locations that were acceptable to them. The locations that were acceptable to American and Untied were already occupied by ASIG, the Army and the DOA's Customer Service division.

At approximately the same time that the security check point project was initiated, the AeroClinic (the firm that manages the clinic for Grady) voluntarily offered to surrender a portion of their premises in order to reduce their costs. The space offered by the AeroClinic was of appropriate size and location to accommodate ASIG, the Army and DOA's customer Service division. The vacated AeroClinic premises had to be modified to accommodate these new occupants and minor modifications were required to be made to the remaining AeroClinic premises to accommodate the compressed clinic functions.

**3. If Applicable/Known:**

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**
- (b) **Source Selection:**
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:**

**4. Fund Account Center (Ex. Name and number):**

Fund: \_\_\_\_\_ Account: \_\_\_\_\_ Center: \_\_\_\_\_

**5. Source of Funds: Example: Local Assistance Grant**

**6. Fiscal Impact: None**

**Example: This legislation will result in a reduction in the amount of \_\_\_\_\_ to Fund Account Center Number \_\_\_\_\_.**

**7. Method of Cost Recovery: Cost recovery based rentals.**

**Examples:**

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.*
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.*

**This Legislative Request Form Was Prepared By: Bill Murphy**

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 9/17/08

Anticipated Committee Meeting Date(s): 10/01/08

Anticipated Full Council Date: 10/06/08

Commissioner Signature: 

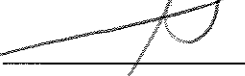
**CAPTION**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT NO. 1 TO THE LEASE AGREEMENT FOR AN AIRPORT HEALTH CARE FACILITY IN THE ATRIUM OF THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT COVERING THE PERMANENT SURRENDER TO THE CITY OF ATLANTA OF LEASED PREMISES AND CORRESPONDING REDUCTION IN RENTALS; AND FOR OTHER PURPOSES.**

FINANCIAL IMPACT (if any)

Mayor's Staff Only

Received by CPO: \_\_\_\_\_ Received by LC from CPO: \_\_\_\_\_  
(date) (date)

Received by Mayor's Office: 9.17.08 Reviewed by:   
(date) (date)

Submitted to Council: \_\_\_\_\_  
(date)