

**A RESOLUTION
BY TRANSPORTATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 15 TO THE CENTRAL PASSENGER TERMINAL COMPLEX AGREEMENT AND LEASE WITH US AIRWAYS, INC., COVERING THE PERMANENT SURRENDER TO THE CITY OF ATLANTA OF EXCLUSIVE LEASED PREMISES LOCATED ON CONCOURSE "D" AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, the City owns and operates Hartsfield-Jackson Atlanta International Airport ("Airport"), located in the Counties of Fulton and Clayton, Georgia, 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 US Airways, Inc. ("US Air"), are parties to an Agreement and Lease of Premises dated March 1, 1986, as heretofore amended covering the occupancy and use by the Airline of certain premises and facilities in the CPTC ("CPTC Lease"); and

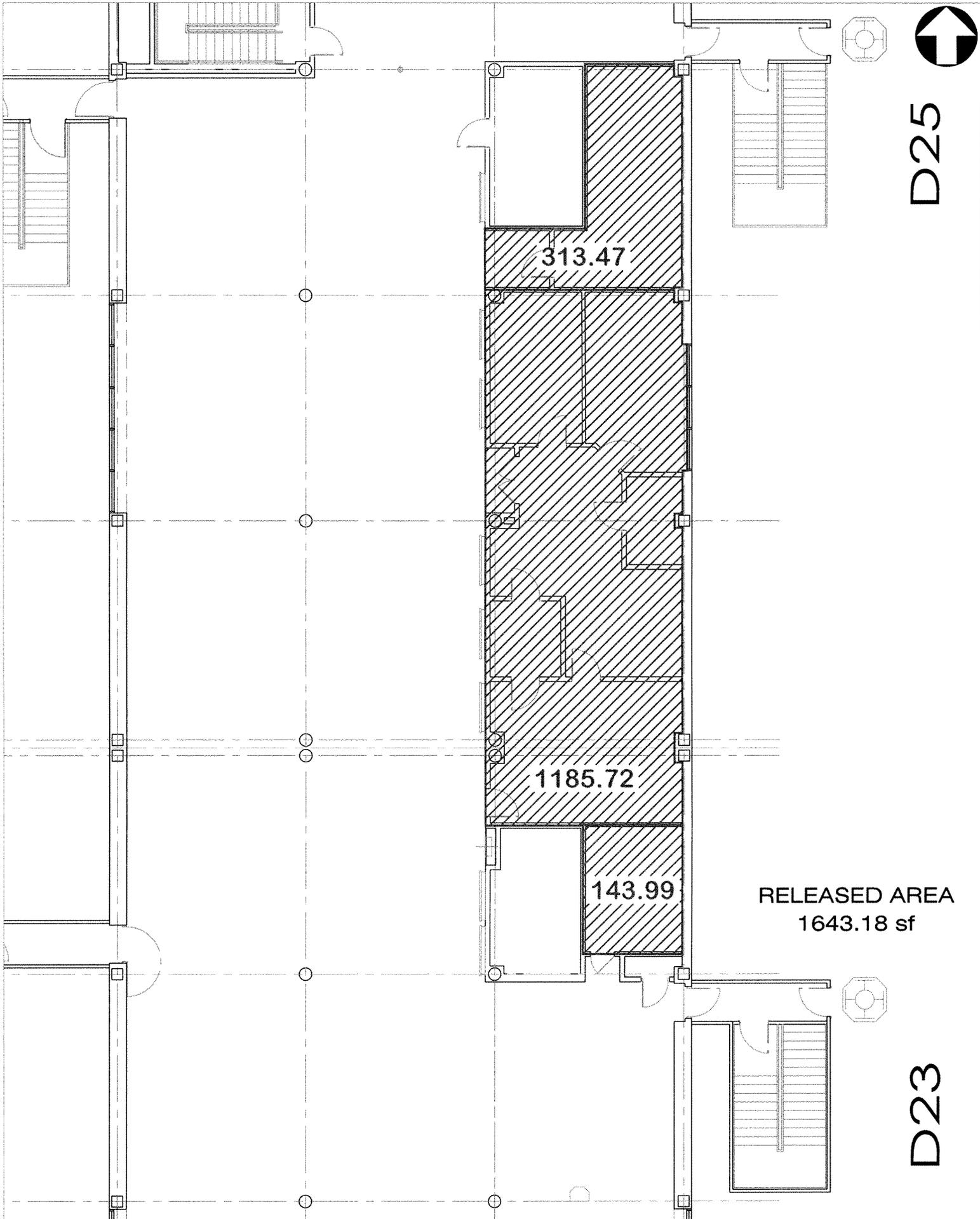
WHEREAS, US Air desires to permanently surrender a portion of its Exclusive Leased Premises located on Concourse "D" boarding level in order to relocate some of its operations to the lower level, and the City is willing and able to accept the permanent surrender of such space; and

WHEREAS, the City and US Air now desire to amend said CPTC Lease to DELETE approximately 1643 square feet of space on the boarding level of Concourse D from US Air's Exclusive Leased 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 Amendment No. 15 to the CPTC Lease under which US Air shall permanently surrender to the City the aforementioned premises, with a corresponding adjustment of rentals associated with the premises.

BE IT FURTHER RESOLVED that the City Attorney is directed to prepare said Amendment No. 15 for execution by the Mayor.

BE IT FINALLY RESOLVED that said Amendment No. 15 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, attested by the Municipal Clerk, approved as to form by the City Attorney and delivered to US Air.



D25

D23

RELEASED AREA
1643.18 sf

313.47

1185.72

143.99

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).

Amendment 15 would cover US Airways, Inc. (US Air) surrender of approximately 1,643 sf of space on the boarding level of Concourse D North. They are giving back the space in order to relocate some of their operations to the lower level thus reducing their overhead cost.

2. Please provide background information regarding this legislation.

In an effort to reduce its overhead costs at the airport, US Air has relocated and consolidated administrative office space previously located on the boarding level of Concourse D North to its existing leased premises on the ramp level of Concourse D North. As a result, roughly 1,643 square feet of space under lease to US Air on the boarding level of Concourse D is now vacant and they have requested that the City accept the return of this space.

The Aviation General Manager believes that it is in the best interests of the Airport and the City to accept the space from US Air as the area is located in close proximity to the mid-point of Concourse D and would provide an excellent location for additional, revenue generating concessions.

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: through 9/20/2017

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: Rental Fees

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: Audwyn Francis

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 3/08/13

Anticipated Committee Meeting Date(s): 3/27/13

Anticipated Full Council Date: 4/15/13

Legislative Counsel's Signature: Richard Rubin, Senior Assistant City Attorney

Commissioner's Signature: [Signature]

Chief Financial Officer: N/A

Chief Information Officer Signature (for IT Procurements) N/A

Chief Procurement Officer Signature: N/A

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 15 TO THE CENTRAL PASSENGER TERMINAL COMPLEX AGREEMENT AND LEASE WITH US AIRWAYS, INC., COVERING THE PERMANENT SURRENDER TO THE CITY OF ATLANTA OF EXCLUSIVE LEASED PREMISES LOCATED ON CONCOURSE "D" AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any)
Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 3-18-13 [Signature]
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____
(date)