

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 19, 2012

Division: Airports

Bulk Item: Yes No

Department: Florida Keys Marathon Airport

Staff Contact Person/Phone #: Reggie Paros/289-6060

AGENDA ITEM WORDING: Approval of Second Amendment to Lease Agreement by and between Monroe County, Florida, Lessor, and Tony D’Aiuto d/b/a Antique Aircraft Restoration, Lessee, regarding the former Mosquito Control Hangar Facility.

ITEM BACKGROUND: A Fair Market Rent Analysis has been made and the original lease is amended as is described in the following sections and the attached documents.

PREVIOUS RELEVANT BOCC ACTION: June 17, 2009, the parties entered into a seven (7) year lease for a hangar facility situated on a parcel of land approximately 34,980 square feet. April 21, 2010, the parties entered into an amendment for an additional 3,520 square feet of real property.

CONTRACT/AGREEMENT CHANGES: Primarily, Paragraph 2, **Term**, of the original lease is amended to ten (10) years beginning on January 19, 2012 and terminating on January 18, 2022. Paragraph 3, **Rent**, of the original lease is amended to \$4,000 per month, plus applicable sales tax, commencing January 19, 2012. Following the initial date of January 19, 2012, the annual rental sum will be adjusted each year by a percent equal to the increase in the CPI for all urban consumers (CPI-U) above that of the prior year.

If at any time during the term of this lease, the leased premises are converted to a non-aeronautical use, the COUNTY shall have the right to immediately enter on to the property for purposes of obtaining an appraisal to determine fair market value and the rent for the premises shall immediately be set at the new rate. If at any time during the term of the lease the lease is assigned, the rent shall immediately be set at \$4,700 per month. In addition to the rent for the premises the LESSEE shall remit, along with the monthly rental payment, insurance coverage reimbursement payments pursuant to paragraph 13A.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: n/a **INDIRECT COST:** n/a **BUDGETED:** Yes No

DIFFERENTIAL OF LOCAL PREFERENCE: n/a

COST TO COUNTY: n/a **SOURCE OF FUNDS:** _____

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** \$4,000.00 **Year** \$48,000.00

APPROVED BY: County Atty OMB/Purchasing Risk Management

DOCUMENTATION: Included Not Required

DISPOSITION: _____ **AGENDA ITEM #** _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Antique Aircraft Contract #n/a n/a
 Effective Date: 1-19-2012
 Expiration Date: 1-18-2022

Contract Purpose/Description:

Lease of hangar facility situated on parcel of land at Marathon Airport to provide aircraft, engine, propeller and accessory maintenance, air charter, flight training, air tour services, avionics and instrument repair services.

Contract Manager: Reggie Paros 6060 APM/#15
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 1-19-2012 Agenda Deadline: 1-3-2012

CONTRACT COSTS

Total Dollar Value of Contract: \$ \$480,000+ Current Year Portion: \$ 48,000
 Budgeted? Yes No Account Codes: - - - - -
 Grant: \$ - - - - -
 County Match: \$ n/a - - - - -
- - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$n/a/yr For: n/a
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Risk Management	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
County Attorney	<u>1/3/12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	_____	_____

Comments: _____

SECOND AMENDMENT TO LEASE AGREEMENT
FLORIDA KEYS MARATHON AIRPORT
ANTIQUÉ AIRCRAFT RESTORATION

THIS SECOND AMENDMENT is made and entered into this 19th day of January 2012, by and between MONROE COUNTY, a political subdivision of the state of Florida, hereinafter COUNTY or LESSOR, and TONY D'AIUTO d/b/a ANTIQUÉ AIRCRAFT RESTORATION, hereinafter LESSEE or TENANT.

WHEREAS, on the 17th day of June 2009, the parties entered into a seven (7) year lease, attached hereto and made a part of, to allow LESSEE to lease a hangar facility situated on a parcel of land approximately 34,980 square feet, in order to provide aircraft, engine, propeller and accessory maintenance, air charter, flight training, air tour services, avionics and instrument repair services as described in subsections (VI. D.1), (VI. A.), (VI. B.) and (VI. E.) of the County's Minimum Standards, and;

WHEREAS, on the 21st day of April 2010 the parties entered into entered in to an amendment, attached hereto and made a part of, to the lease granting the Lessee an additional 3,520 square feet of real property for use as employee and customer parking, and;

WHEREAS, the parties have found the original lease Agreement has been mutually beneficial to both parties;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree to amend the original lease as follows:

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree to amend the original lease agreement as follows:

1. Paragraph 2 of the original lease is amended to read as follows:
 2. **Term.** The term of the lease is for ten (10) years beginning on January 19, 2012 and terminating on January 18, 2022. Upon termination of this lease, either under this paragraph or as provided elsewhere in this lease, LESSOR will peacefully surrender the premises, all structures and improvements to the LESSOR.
2. Paragraph 3 of the original lease is amended to read as follows:
 3. **Rent.** The rent for the premises is \$4,000 per month, plus applicable sales tax, commencing January 19, 2012. The monthly rent is due and payable on the first day of each month. All rental payments are due at the airport's business office 3491 S. Roosevelt Blvd., Key West, Fl. 33040.

Following the initial date of January 19, 2012, the annual rental sum will be adjusted each year on January 19th by a percent equal to the increase in the CPI for all urban consumers (CPI-U) above that of the prior year.

If at any time during the term of this lease, the leased premises are converted to a non-aeronautical use, the COUNTY shall have the right to immediately enter on to the property for purposes of obtaining an appraisal to determine fair market value and the rent for the premises shall immediately be set at the new rate.

If at any time during the term of the lease the lease is assigned, the rent shall immediately be set at \$4,700 per month.

In addition to the rent for the premises the LESSEE shall remit, along with the monthly rental payment, insurance coverage reimbursement payments pursuant to paragraph 13A.

3. Except as set forth in paragraphs one, two and three of this Second Lease Amendment all other provisions of the June 17th 2009 original lease agreement and the April 21st 2010 amendment, not inconsistent herewith, remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this Second Amendment to Lease Agreement to be executed by its duly authorized representative.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor David Rice

ATTEST:

TONY D'AIUTO d/b/a
Antique Aircraft Restorations

By *[Signature]*

By *[Signature]*

Title *witness*

Title *PRESIDENT*

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/12