

**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 Fifth Amendment to Lease Agreement by and between Monroe County, Florida, County, and Tony D' Aiuto d/b/a Antique Aircraft Restorations, Lessee, regarding a parcel of land upon which the Lessee constructed a hangar facility.

ITEM BACKGROUND: The Lessee desires to convert the use of the hangar facility and the leasehold which is the subject of the original lease and its amendments from commercial aeronautical to private use; to make additional improvements on the parcel and to extend the lease term.

PREVIOUS RELEVANT BOCC ACTION: June 14, 2000, the parties entered into a 20 year lease agreement, original lease, to allow Lessee to construct facilities required by subsection VI(D)(4) of the County's Revised Standards for Commercial Aeronautical Activities for Aircraft, Engine, Propeller, and Accessory Maintenance Services. September 18, 2002, the parties entered into an amendment extending the date by which construction of the facilities had to be completed. February 19, 2003, the parties entered into a second amendment providing for a second extension of the completion date for the construction of the facilities. February 21, 2007, the parties executed the third amendment providing for the construction of a G.A. apron and setting forth the responsibilities of each party in connection therewith. July 18, 2007, the parties executed the fourth amendment allowing Lessee to provide additional aeronautical services. June 17, 2009, the Lessee leased the former Mosquito Control Hangar from the County and relocated all of the Lessee's commercial aeronautical activities to the Mosquito Control Hangar.

CONTRACT/AGREEMENT CHANGES: Changes intended use; prohibits commercial activities; ensures public use and access at no costs to ramp constructed with FAA funding; requires construction/paving of additional apron area; requires connection to central sewer system and extends term to 20 years.

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** \$831.05 **Year** \$9,972.60+CPI

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: January 19, 2012
 Expiration Date: January 18, 2032

Contract Purpose/Description:
 Fifth Amendment to Lease Agreement: Changes intended use; prohibits commercial activities; ensures public use and access at no costs to ramp constructed with FAA funding; requires construction/paving of additional apron area; requires connection to central sewer system and extends term to 20 years.

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: \$ 199,452+ Current Year Portion: \$ 9,972.60+
 Budgeted? Yes No Account Codes: - - - - -
 Grant: \$ n/a - - - - -
 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>1/5/12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	_____	_____

Comments: _____

FIFTH AMENDMENT TO LEASE AGREEMENT
TONY D'AIUTO d/b/a Antique Aircraft Restorations

THIS FIFTH AMENDMENT (hereinafter "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"), and TONY D'AIUTO d/b/a Antique Aircraft Restorations, (hereinafter Lessee or Tenant).

WITNESSETH

WHEREAS, on the 14th day of June, 2000, the parties entered into a 20 year lease agreement, to allow lessee to construct facilities required by subsection VI(D)(4) of the County's Revised Standards for Commercial Aeronautical Activities for Aircraft, Engine, Propeller, and Accessory Maintenance Services at the Marathon Airport, hereafter original lease. Copies of the original lease are attached to this amendment and made a part of it; and

WHEREAS, on the 18th day of September 2002 the County and the Lessee entered in to an amendment, attached hereto and made a part hereof, to the lease extending the date by which construction of the facilities had to be completed; and

WHEREAS, on the 19th day of February 2003 the County and the Lessee entered in to a second amendment, attached hereto and made a part hereof, to the lease providing for a second extension of the completion date for the construction of the facilities; and

WHEREAS, on the 21st day of February 2007 the parties executed the third amendment, attached hereto and made a part hereof, to the original lease agreement providing for the construction of a G.A. apron and setting forth the responsibilities of each party in connection therewith; and

WHEREAS, on the 18th day of July 2007 the parties executed the fourth amendment, attached hereto and made a part hereof, to the original lease agreement allowing Lessee to provide additional aeronautical services; and

WHEREAS, on the 17th day of June 2009 Lessee leased the former Mosquito Control Hangar from the County and relocated all of the Lessee's commercial aeronautical activities to the Mosquito Control Hangar; and

WHEREAS, the hangar facility, which is the subject of the aforementioned original lease and its amendments, is no longer needed for commercial aeronautical activities; and

WHEREAS, Lessee desires to convert the use of the hangar facility and the leasehold which is the subject of the aforementioned original lease and its amendments from commercial aeronautical to private use

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

1. Paragraph 1.b) of the original lease is amended to read as follows:
The Lessee may only use the premises for the storage, hangaring, and activities incidental thereof of Lessee's aircraft with the exception of the two (2) present tenants listed in the paragraphs

below, who may continue their present activities only. This exception will terminate at the end of this lease period.

- a. Darren Crews – D.C. Aircraft Services; and
- b. Paul Goodwin – Conch Air

Lessee is strictly prohibited from engaging in or otherwise providing any commercial activities as set forth in the minimum standards for commercial aeronautical activities by fixed base operators and other aeronautical service providers at Monroe County airports in either the hangar or the ramp and apron area surrounding the hangar.

Lessee shall not deny public use or access nor require payment of a fee whatsoever for public use or access to the ramp area surrounding the facility, as it is an FAA designated public use area.

2. Lessee agrees to pave an area, as depicted in Exhibit A attached hereto and made a part hereof, of approximately 6,258 square feet on southwest side of the existing hangar. Lessee shall be solely responsible for any and all costs and expenses associated with the design, permitting and paving of the apron area. Lessee shall be responsible for obtaining, and complying with, all permitting requirements for the paving of the apron area. Before beginning any activity incident to paving and/or construction, Lessee shall submit the apron paving plans to the Airport Manager for approval. Lessee may use either concrete or asphalt material for the apron surface. Lessee shall complete paving of the apron by January 19, 2014. Paving shall be deemed to have been completed when Lessee has called for and passed final inspection from the permitting authority(ies).

Lessee agrees to connect the existing hangar facility to the Marathon Central sewer system at such time as central sewerage is available. Central sewerage will be deemed to be available upon notification, pursuant to City Ordinance, from the City of Marathon indicating that connection to the central sewerage system is available and/or required. Lessee shall be solely responsible for all costs and expenses associated with connection to the City of Marathon central sewerage system including the decommissioning of Lessee's septic/sewerage system.

3 If the Lessee does not pave the apron area or if the paving of the apron area has not been completed as set forth in paragraph 2 above, the term of the lease shall be as stated in the June 14, 2000 original lease. If the Lessee completes the paving of the apron as set forth in paragraph 2 above, Paragraph 2. a) of the original lease is amended to read as follows;

2. a) The term of this lease is for 20 years beginning on January 19, 2012 and terminating on January 18, 2032 unless terminated sooner as provided herein.

4. All other provisions of the June 14, 2000 original lease, September 18, 2002 lease amendment, February 19, 2003 lease amendment, and February 21st lease amendment not inconsistent herewith, shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, each party has caused this 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 Jan McBride
Title Witness

By _____
Title PRESIDENT

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 1/5/12

