

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** February 25, 2014

**AGENDA ITEM NO.** 10

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature:**

**Subject:**

Approval of First Amendment to Lease Agreement between Pinellas County and National Aviation Academy of Mississippi, Inc.

**Department:**

St. Pete-Clearwater International Airport /  
Department of Environment & Infrastructure

**Staff Member Responsible:**

Noah Lagos, A.A.E., Airport Director  
David E. Scott, P.E., Executive Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE THE FIRST AMENDMENT TO LEASE AGREEMENT (AMENDMENT) BETWEEN PINELLAS COUNTY (COUNTY), AND NATIONAL AVIATION ACADEMY OF MISSISSIPPI, INC. (NAA), AND AUTHORIZE THE CHAIRMAN TO EXECUTE AND THE CLERK TO ATTEST AND RECORD THE SAME.

**Summary Explanation/Background:**

NAA and Pinellas County have previously entered into a Lease Agreement (Lease) at the Airport on August 12, 1997 for a 10,000 square foot hangar on 1.376 acres for the purposes of operating an aviation training and mechanics school.

Founded in 1932, Today NAA operates schools in both Bedford, Massachusetts and Pinellas County, Florida. They provide a broad aviation maintenance education by giving students both the knowledge and hands-on experience needed for certification in Airframe, Powerplant Mechanics, and Avionics. In addition, NAA has recently launched a wholly-owned subsidiary, National Aviation Aircraft Services, Inc. (NAAS), which maintains the aircrafts for NAA's new professional pilot training.

NAA currently employs over 200 people nationally with over 120 employees located at the Pinellas County facilities. NAA has over 600 students locally and is responsible for nearly 1,000 students nationwide.

The Airport currently has a 2.232-acre tract of vacant land (Tract 21) adjoining NAA's existing leasehold that is available for lease. NAA desires to lease Tract 21 in order to expand their student parking area.

This Amendment will increase NAA's land area to approximately 3.608 acres needed for additional parking, adjust the rent to reflect the additional acreage, and update the existing Lease language to meet current County and Federal Aviation Administration (FAA) requirements.

**Fiscal Impact/Cost/Revenue Summary:**

In addition to the current annual gross revenue of \$52,312.24, this Amendment will provide an additional \$32,086.89 of gross revenue, totaling \$84,399.13 of annual gross revenue for the Airport.

The current rental rate of Tract 21 is based on \$0.33 per square foot, per year which reflects current market value.

**Exhibits/Attachments Attached:**



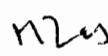

Contract Review Transmittal Slip  
First Amendment to Lease Agreement  
Site Location Diagram

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: National Aviation Academy of Mississippi, Inc. First Amendment to Lease Agreement</b>	
<b>CONTRACT NO.: None</b>	<b>ESTIMATED EXPENDITURE / REVENUE: \$32,059.89 Annual Revenue</b> (Circle or <u>underline</u> appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

<b>OTHER SPECIFICS RELATING TO THE CONTRACT:</b>
In addition to the existing 1.376 acres of building improvements currently leased, National Aviation Academy of Mississippi, Inc. (NAA) will lease Tract "21" for the remaining lease term.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Airport Noah Lagos, A.A.E.	12/5/13			
<b>Real Estate Mgmt:</b> David DelMonte Mgr., Lease Mgmt	N/A	N/A	N/A	N/A
<b>Risk Mgmt:</b> Virginia Holscher Business Director	N/A	N/A	N/A	N/A
<b>Finance:**</b> Cassandra B. Williams Finance Acct. II	12/12/13			
<b>Legal:</b> Michael A. Zas Sr. Asst. Co. Atty	12/16/13			
<b>DEI:</b> David E. Scott, P.E.	12/17/13			

Please return to **Airport** by **December 18, 2013**. All inquiries should be made to **Bob Humberstone** ext. **37820**.

\*\* See Contract Review Process

## **FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by PINELLAS COUNTY, (LESSOR) a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as LESSOR, and National Aviation Academy of Mississippi, Inc., a Mississippi Corporation, hereinafter referred to as (LESSEE);

### **WITNESSETH**

**WHEREAS**, the LESSOR and LESSEE have previously entered into a Lease Agreement (Lease) for 1.376 acres of land and a 10,000 square foot building on August 12, 1997, for the purpose of LESSEE operating a aviation training and mechanics school; and

**WHEREAS**, the LESSEE desires to lease additional adjacent acreage to accommodate additional vehicle parking and future building expansion; and

**WHEREAS**, LESSOR owns a 2.232 acre tract of commercial land adjacent to LESSEE'S existing facility that is currently vacant and available for lease. Furthermore, LESSEE deems the 2.232 acre tract of commercial land desirable to lease for the purpose of expanding LESSEE'S existing facility; and

**WHEREAS**, the parties now desire to amend certain terms of said Lease to reflect the leasing of an additional 1.376 acre tract of land; and

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and undertakings contained herein, the parties hereto covenant and agree to amend the Lease as follows:

1. **Description of Premises:** In addition to the existing 1.376 acres and building improvements, LESSOR does hereby lease unto LESSEE that certain premises, more particularly described as Tract "21" in the property description attached hereto as Exhibit "A", consisting of 2.232 acres (97,233 square feet) for a total of 3.608 acres (157,164.48 square feet) for the remaining lease term and options for renewal stipulated in Paragraph 2 of the Lease Agreement.
2. **Annual Rental and Method of Payment:** The parties hereto agree that for computing the adjusted annual rental rate, the initial annual base rent of Tract "21" shall be computed by multiplying its total net square footage by an annual rental rate of \$.33 per square foot, totaling an annual rental amount of \$32,086.89.

Effective the date hereof, the total amended square footage of the leased premises shall be 3.608 acres (157,164.48 square feet) for a total annual rental amount of \$84,399.13. The total monthly rent payment shall be \$7,033.26 (*rounded*) together with applicable state sales tax thereon.

3. **Fiscal Funding:** In the event funds are not appropriated by or on behalf of the LESSOR in any succeeding fiscal year for purposes described herein, thus preventing the LESSOR from performing its contractual duties, then (1) the Lease as amended shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense to LESSOR, or (2) LESSEE agrees to waive the requirement that LESSOR perform such contractual duties until such time as sufficient funding is budgeted and appropriated in succeeding fiscal years.
4. **Property Rights Reserved:** The Lease as amended and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Airport owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport owner pertaining to the St. Pete-Clearwater International Airport.
5. **Effective Date:** Said First Amendment to Lease Agreement shall be and become effective as of the date hereof.
6. **Other:** All other provisions of the Lease shall remain in full-force and effect.

(The remainder of this page is left intentionally blank)

IN WITNESS WHEREOF, LESSEE and LESSOR have caused this First Amendment to Lease Agreement to be executed as of the day and year first above written.

ATTEST:

KEN BURKE, Clerk

LESSOR:

PINELLAS COUNTY, a political  
Subdivision of the State of Florida by its  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

(SEAL)

APPROVED AS TO FORM SUBJECT  
TO PROPER EXECUTION:

By: M Z...  
Senior Assistant County Attorney

APPROVED AS TO CONTENT:

By: Noah Lagos  
Noah Lagos, A.A.E, Airport Director

(Corporate Seal)

LESSEE:

By: National Aviation Academy of  
Mississippi, Inc.

Witness:

Sylvia K. Hancock  
~~Secretary~~ HR

Print Name: SYLVIA K. HANCOCK

Title: HR Manager

Michael Wisniewski  
President

Print Name: MICHAEL WISNIEWSKI

Title: PRESIDENT

**CORPORATE ACKNOWLEDGMENT**  
*National Aviation Academy of Mississippi, Inc.*

STATE OF FLORIDA

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COUNTY OF PINELLAS

BEFORE ME personally appeared Michael Wisniewski to me well known and known to me to be the individual(s) described in and who executed the foregoing instrument as President of the above-named corporation, and severally acknowledged to me and before me that he executed such instrument as such President of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 14<sup>th</sup> day of January, 2014.

(Seal)



SYLVIA K. HANCOCK  
MY COMMISSION # EE 010481  
EXPIRES: September 23, 2014  
Bonded Thru Budget Notary Services

Sylvia K. Hancock  
Notary Public

Print Name: Sylvia K. Hancock

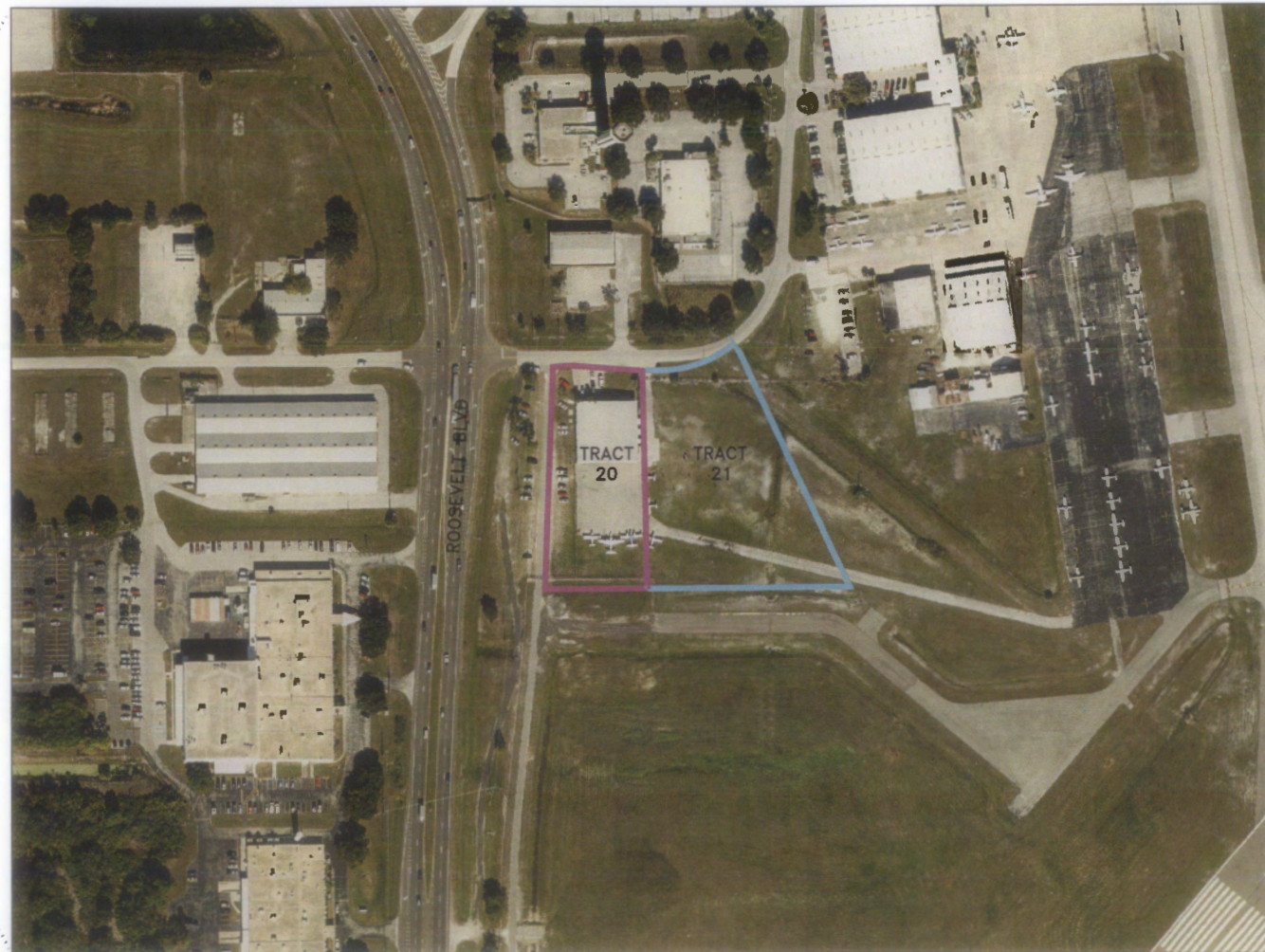
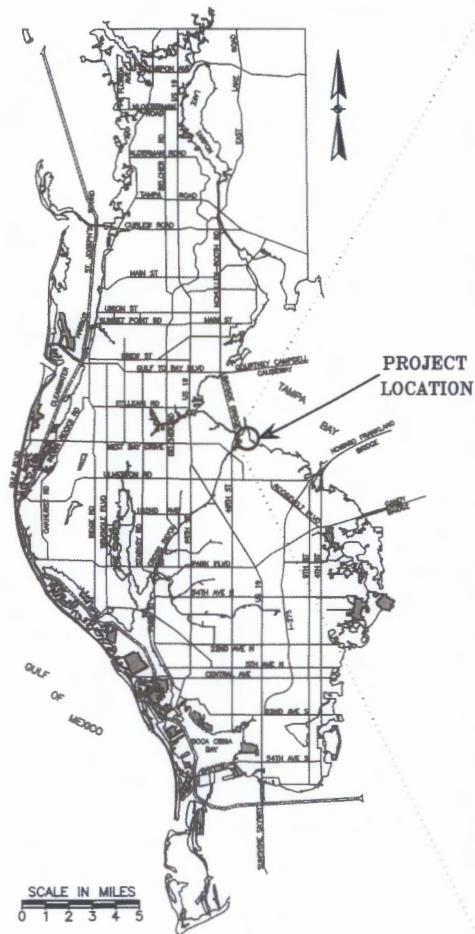
Commission No. EE 010481

My Commission Expires: 09/23/2014



# PINELLAS COUNTY MAP

SECTION(S) 3, TOWNSHIP 30 SOUTH, RANGE 16 EAST



SCALE IN FEET 1" = 200'

SURVEY SECTION	BY	DATE	<b>PINELLAS COUNTY, FLORIDA</b> DEPARTMENT OF ENVIRONMENT AND INFRASTRUCTURE DIVISION OF ENGINEERING AND TECHNICAL SUPPORT  SURVEY AND MAPPING SECTION 22211 U.S. HWY, 19 NORTH CLEARWATER, FLORIDA 33765-2328 PHONE (727) 464-8904	<b>TRACT 20</b> <b>TRACT 21</b>	<b>AIRPORT - NATIONAL AVIATION ACADEMY EXPANSION SITE</b>	DATE: OCTOBER 2013	
SURVEYED						PHOTOGRAPHY DATE: 12/10	
TECHNICIAN	ch	10/13				SURVEY FILE NO.: 1321	
CHECKED	gd	10/13				SHEET 01 OF 01	
SURVEY BOOK NO(S):						f1321-exhibit.dwg	

