Pinellas County

Staff Report

File #: 23-0508D, **Version:** 1 **Agenda Date:** 9/30/2023

Subject:
First Amendment to Assignment and Assumption of Lease with Elite Air Jet Center, LLC at St. Pete-Clearwater International Airport

Recommended Action:
Approval and execution by the Director of Administrative Services of the First Amendment to Assignment and Assumption of Lease (Amendment) with Elite Air Jet Center, LLC (Elite) at St. Pete-Clearwater International Airport (Airport).

- The Amendment with Elite extends the Ground Lease expiration date due to unforeseen construction delays not attributable to Elite.
- The Amendment clarifies conditions for a possible abatement of rent due to Taxiway construction and the terms of the Taxiway design and construction.

Strategic Plan:
Foster Continual Economic Growth and Vitality
4.1 Proactively attract and retain businesses with targeted jobs to the County and the region

Deliver First Class Services to the Public and Our Customers
5.4 Strive to exceed customer expectations

Summary:
The approval of the Amendment will extend the Ground Lease expiration date, clarifies conditions for a possible abatement of rent abatement of rent due to Taxiway construction and the terms of the Taxiway design and construction.

Background/Explanation:
On March 14, 2019, the Airport and Brookline PIE Ulmerton, LLC executed the Standard Ground Lease and Consolidation Agreement, which combined the previous, separate agreements and clarified the rights and responsibilities associated with Brookline's use of the property.

On June 16, 2021, Brookline executed an Assignment and Assumption of Lease with Elite transferring their rights to Phase III to Elite.

Elite's intended use of this parcel is the sole purpose of constructing and operating aircraft hangars for jet charters inclusive of jet storage, service, management, managed aircraft maintenance, self-fueling, and other related functions.

Fiscal Impact:
N/A

Delegated Authority:
Authority for the County Administrator to sign this Amendment is granted under Code Section 2-62 (a)(5) and was delegated further to the Director of Administrative Services in accordance with the memo dated December 2, 2019.

Staff Member Responsible:
Thomas R. Jewsbury, Director, St. Pete-Clearwater International Airport

Partners:
N/A

Attachments:
First Amendment to Assignment and Assumption of Lease
Assignment and Assumption of Lease

FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (AMENDMENT"), made and entered into this 10th day of July, 2023, by PINELLAS COUNTY ("County"), a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "LESSOR", and ELITE AIR JET CENTER, LLC, a Florida limited liability company, hereinafter referred to as "ASSIGNEE", whose address for the purpose hereof is 100 Second Avenue South, Suite 707, St. Petersburg, Florida 33701.

W I T N E S S E T H:

WHEREAS, the St. Pete-Clearwater International Airport in Pinellas County, Florida (Airport) is owned by LESSOR, and LESSOR is vested with the power to operate the Airport, and to lease premises and facilities on Airport property and to grant related rights and privileges; and

WHEREAS, ASSIGNEE assumed the Leasehold III portion of that certain Standard Ground Lease and Consolidation Agreement with BROOKLINE PIE ULMERTON, LLC "ASSIGNOR" dated effective as of March 12, 2019 through that certain Assignment and Assumption of Lease "ASSIGNMENT" dated effective as of June 16, 2021 and recorded in OR Book 21598, Page 1948 of the Public Records of Pinellas County, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, LESSOR and ASSIGNEE desire to amend the ASSIGNMENT expiration date due to unforeseen construction delays not attributable to ASSIGNEE; and

WHEREAS, LESSOR and ASSIGNEE agree to potentially abate rent; and

WHEREAS, LESSOR and ASSIGNEE further agree to terms regarding the Taxiway leading to the proposed Elite Air Jet Center.

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

1. **PHASE III INITIAL TERM EXTENSION:** The Phase III initial Term is to be extended by 3 years and is now amended to expire on June 15, 2063 instead of June 15, 2060.

2. **RENT ABATEMENT:** Rent shall be abated from the time of Substantial Completion of the Elite Air Jet Center construction until such time as Substantial Completion of the Taxiway N project is obtained which enables runway access to the ASSIGNEE. If the Taxiway N project is substantially completed prior to the Substantial Completion of the Elite Air Jet Center, no rent abatement shall occur.

3. **TAXIWAY LEADING FROM PROPOSED APRON:** Assignee agrees that it will reimburse County for the design and construction costs associated with the taxiway identified in Exhibit "A" that leads from Assignee's proposed apron to the partial parallel taxiway that shall be identified as Taxiway "N". The costs shall be sent to Assignee in an invoice issued by the St. Pete-Clearwater International Airport with attached documentation from County's engineering consultant and construction contractor awarded by competitive bid. Assignee agrees to pay all costs within thirty (30) days of invoice receipt to the address listed on the invoice.

4. Except as set forth herein, all other terms and conditions of the ASSIGNMENT continue in full force and effect.

(The reminder of this page is intentionally left blank.)

IN WITNESS WHEREOF, LESSOR has caused this Amendment to be executed by and through its authorized officers, has accepted and shall meet and fully discharge the conditions, terms, and covenants set forth hereinabove, and ASSIGNEE has caused the same to be executed by its appropriate and authorized officer.

LESSOR: PINELLAS COUNTY, FLORIDA
By and through its Director of Administrative Services

Witnesses:

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

By: Joe Lauro Digitally signed by Joe Lauro Date: 2023.06.27 08:07:49 -04'00'
Joe Lauro, Director, Administrative Services

APPROVED AS TO CONTENT:

By: _____
Thomas R. Jewsbury, Airport Director

ASSIGNEE: ELITE AIR JET CENTER, LLC

Witnesses:

Janette M McCurley
Signature
Janette M McCurley
Printed Name

Signature
Andrew Becker
Printed Name

By: _____

Printed Name B. Gray Gibbs

Title: Manager

APPROVED AS TO FORM
By: *Maria C. White, Esq.*
Office of the County Attorney

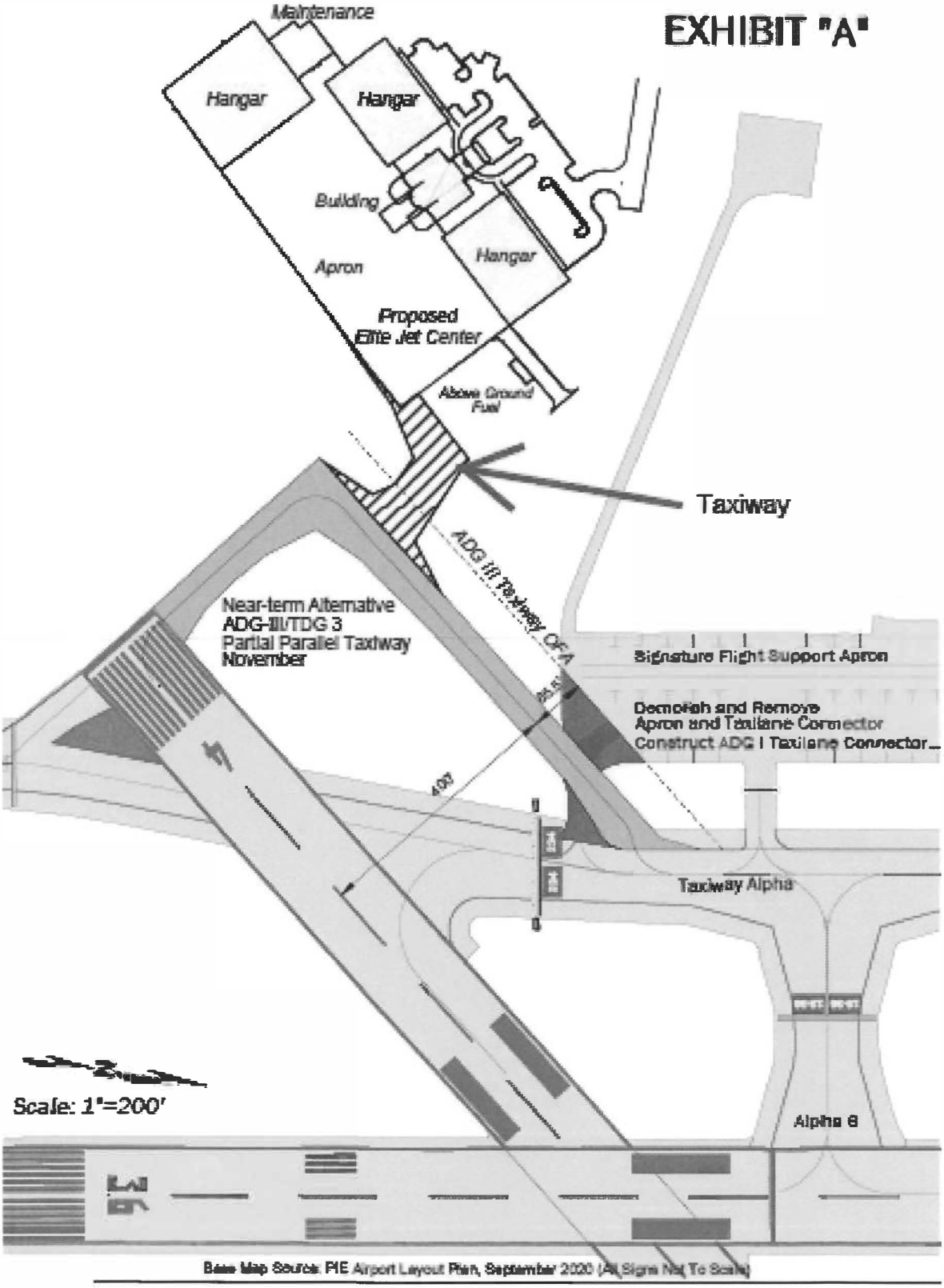
EXHIBIT "A"
Maintenance
Hangar
Hangar
Building
Hangar
Apron
Proposed
Elite Jet Center
Above Ground
Fuel
Taxiway
ADG III Taxiway OF A
Near-term Alternative
ADG-III/TDG 3
Partial Parallel Taxiway
November
Signature Flight Support Apron
Demolish and Remove
Apron and Taxilane Connector
Construct ADG I Taxilane Connector
400'
Taxiway Alpha
Alpha 6
Scale: 1"=200'
Base Map Source: PIE Airport Layout Plan, September 2020 (All Signs Not To Scale)

Pinellas County

Staff Report

File #: 23-1420A, **Version:** 1 **Agenda Date:** 11/14/2023

Subject:
Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending September 30, 2023.

Recommended Action:
Accept the receipt and file report of purchasing items delegated to the County Administrator.

Strategic Plan:

Deliver First Class Services to the public and Our Customers.
5.3 Ensure effective and efficient delivery of county services and support.

Summary:
The Board of County Commissioners (Board) has delegated authority to the County Administrator to approve purchases and other purchasing related processes with the requirement that all approvals be submitted for receipt and file on a quarterly basis.

Background Information:

The County Administrator has delegated authority to award contracts up to $250,000.00 in a fiscal or calendar year. For purchases initiated from State of Florida bids or negotiated contracts, the County Administrator has delegated authority to approve in any amount. The County Administrator has delegated authority to increase maintenance, repair and operating contracts in an amount not to exceed fifty percent (50%) of the amount previously approved by the Board subject to the same unit pricing, terms and conditions. The County Administrator has delegated authority to extend the term of Board approved contracts above the threshold of $250,000.00 pending all prices, terms and conditions remain the same.

The County Administrator has delegated authority to approve change orders and amendments in an amount not to exceed $250,000 or ten percent (10%), whichever is less, and to release retainage and close out construction type contracts when the change order does not exceed $250,000.00 or ten percent (10%) of the total award, whichever is less.

The County Administrator also has delegated authority to approve emergency purchases up to $250,000.00. Emergency purchases in excess of $250,000.00 are approved by the County Administrator and entered into the minutes of the Board of County Commissioners via the receipt and file report.

Lastly, the County Administrator has delegated the authority for non-purchasing items pursuant toSection 2-62 in an amount not to exceed $25,000.00 to the Director of Administrative Services.

Fiscal Impact:

The attached list contains approvals of competitive sealed bidding, Florida State contracts, master purchase agreement increases, emergency purchases, contract extensions, and items delegated to the Administrative Services Director as per County Code 2-62, 2-164, 2-176, 2-177, 2-178, 2-180, 2-181, 2-184 and 2-185.

Staff Member Responsible:

Barry A. Burton, County Administrator
Joe Lauro, Director, Administrative Services
Merry Celeste, Division Director, Purchasing & Risk, Administrative Services

Partners:

N/A

Attachments:

List of Purchasing items approved by the County Administrator and the Director of Administrative Services for quarter ending September 30, 2023.