

STEVE GITHENS, CHAIR
TANYA TUCKER, VICE-CHAIR
LEO E. LONGWORTH, SECRETARY
W.H. "BILLY" SIMPSON
NICK ADAMS



**BARTOW AIRPORT AUTHORITY
REGULAR MEETING
BARTOW EXECUTIVE AIRPORT
MARCH 14, 2022
5:30 P.M.**

1. Roll Call
 Introductions from the Gallery
2. Minutes of February 14, 2022
3. Consideration of Questions from the Floor, Petitions, Communications:
 Public Comment:
 - 1) Matters not appearing on this agenda
 - 2) Matters appearing on this agenda, but not scheduled for separate public hearing
4. Executive Director-
 - 1) Financial Statement
 - 2) 1st Quarter Report
5. Airport Attorney-
6. Old Business-
7. New Business-
8. Resolutions-

Resolution No. 1242-Lease with Plastic Conversion Services, Inc., Building #223 (4080 Echo Avenue) for a Primary Term of One (1) Year with One, One (1) Year Option at \$5,000.00 Per Month. New Lease

Resolution No. 1243-Lease with Auto PNC, LLC, Building #306 (750 Mooney Street) for a Primary Term of Three (3) Years at \$1,500.00 Per Month. New Lease

MINUTES
BARTOW AIRPORT AUTHORITY
REGULAR MEETING
FEBRUARY 14, 2022
BARTOW AIRPORT, 5:30 P.M.

Chairman Githens called the meeting to order at 5:35 p.m.

The Bartow Municipal Airport Development Authority held its regular meeting on Monday, February 14, 2022, at Bartow Airport, Bartow, Florida. Airport Board members present were, Chairman Steve Githens, Mr. Leo E. Longworth, Ms. Tanya Tucker, Mr. W.H. “Billy Simpson”, and Mr. Nick Adams, Mr. Sean R. Parker, Airport Attorney, Boswell & Dunlap, Mr. John Helms, Airport Executive Director, Mr. Terry Beacham, Deputy Executive Director, Ms. Michelle Mathews, Mr. Mel Parker, Bartow Executive Airport. Also in attendance were Mr. Steve Henriquez, AECOM, Mr. Doug DeCarlo and Mr. Joe Halisky, ESA, Mr. Sergio Seone, AOPA and Mr. Gerald Cochran.

Chairman Githens asked if there were any corrections or additions to the Minutes of January 10, 2022, Regular Meeting. Mr. Simpson moved; Ms. Tucker seconded to accept the Minutes of January 10, 2022, as published. All members voted yes; and the motion carried.

Chairman Githens asked if there were any Public Comments on matters not appearing on this Agenda. -There were none.

Chairman Githens asked if there were any Public Comments on matters appearing on this Agenda, but not scheduled for separate public hearings - There were none.

Mr. Helms opened the meeting by wishing everyone a Happy Valentine’s Day and turned the meeting over to Mr. Doug DeCarlo and Mr. Joe Halisky to update the Board on the Master Plan Project.

Mr. DeCarlo reviewed with the Board a handout that was a preview of what is to come in March regarding the Master Plan. In the first half of March Working Paper #3 will be complete then there will be a short intermediate time so the long term 20-year projects and plans can be completed. Mr. DeCarlo answered questions from the

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Board, one of the questions was, are there plans for cargo aircraft and hangars, to which the answer was no plans currently in place.

Mr. DeCarlo and Mr. Halisky said goodbye to the Board members and Mr. Helms then took back over the meeting.

Mr. Helms then reviewed with the Board January 2022 Financial Statements. Mr. Helms stated that there are no surprises to report and are right where he expected the Airport to be financially. Chairman Githens asked about the FDOT funding amount and Mr. Helms stated that was a carry forward amount from last year's rail project.

Mr. Helms reminded the Board that Industrial Park and T-Hangar Consumer Price Index "All Items" for "All Urban Consumers for the preceding twelve months from December 31st rental adjustments are going into effect April 1, 2022, at a rate of 7%. Mr. Helms stated that there was no increase for 2021 and only a 1.5% increase for 2020. The cost of doing business has gone up drastically as everyone knows and the Airport needs to increase the rental rates. The Board agreed.

Airport Attorney- Nothing to report.

Under Old Business-Mr. Helms reminded the Board and so it could be recorded for the Minutes that the Airport Authority Board had given authorization to Mr. John Helms, Executive Director and Mr. Sean R. Parker, Airport Attorney to enter into a Sublease Agreement with 8th Mile Rules, LLC for a car show event to be held on the Bartow Executive Airport's North Ramp and that it has been signed and completed.

Under New Business-There was no New Business

Resolutions:

Resolution NO. 1240-Lease with Hot Wachula's, Inc., Building #201 (1060 Alpha Avenue) for a Primary Term of Two (2) Years, with Two (2), One (1) Year Options at \$2,200.00 Per Month. (Lease Renewal)

Ms. Tucker moved, Mr. Adams seconded, to Adopt Resolution No. 1240. All members voted yes, and the motion carried.

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Resolution No. 1241-Lease with Adept Community Services, LLC, Building #322 (811 Piper Street) for a Primary Term of Two (2) Years, with One (1), One (1) Year Option at \$1,375.23 Per Month. (Lease Renewal)

Ms. Tucker moved, Mr. Adams seconded, to Adopt Resolution No. 1241. All members voted yes, and the motion carried.

There being nothing further to discuss Chairman Githens adjourned the meeting at 6:02 p.m.

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY

BY: _____
CHAIRPERSON

ATTEST: _____
SECRETARY

3:22 PM

03/09/22

Accrual Basis

Bartow Executive Airport
Balance Sheet
As of March 9, 2022

	Mar 9, 22
ASSETS	
Current Assets	
Checking/Savings	
100 · Petty Cash	150.00
103.1 · MONEY MARKET ACCT - CBT	2,117,194.23
103.2 · OPERATING ACCT - CBT	807,168.70
103.3 · OPEB MONEY MARKET-SOUTH STATE	701,213.69
107 · Certificates of Deposit	172,857.53
Total Checking/Savings	3,798,584.15
Accounts Receivable	66,178.21
Other Current Assets	187,639.96
Total Current Assets	4,052,402.32
Fixed Assets	17,245,543.92
Other Assets	
113 · DUE FROM FDOT	93,027.89
113.001 · DUE FROM FAA	12,367.28
Total Other Assets	105,395.17
TOTAL ASSETS	21,403,341.41
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	20,645.49
Other Current Liabilities	476,077.85
Total Current Liabilities	496,723.34
Long Term Liabilities	
235.000 · Post Employee Benefits Payable	1,512,354.00
286 · LESS CURRENT PORTION OF LTD	-38,507.39
287 · Accumulated Compensation Absenc	129,233.31
Total Long Term Liabilities	1,603,079.92
Total Liabilities	2,099,803.26
Equity	19,303,538.15
TOTAL LIABILITIES & EQUITY	21,403,341.41

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY
BUDGET TO ACTUAL FEBRUARY 2022

INCOME:	Airside	BFS	Landside	MTD Income	MTD Budget	YTD Income	YTD Budget	Approved Budget	Budget Amended	Total Budget	42% YTD
301 Buildings/ Land Rent	59,894	0	130,383	190,277	198,539	968,086	992,697	2,382,472	0	2,382,472	41%
302 Insurance Collected	2,489	0	10,943	13,433	6,976	67,529	34,879	83,710	0	83,710	81%
303 Grant Funding											
303.01 FDOT Funding	0	0	0	0	37,421	515,032	187,105	0	449,053	449,053	115%
303.02 FAA Funding		0		0	59,680	117,075	298,400	289,375	426,785	716,160	16%
305 Interest	0	0	1,754	1,754	1,017	5,383	5,083	12,200	0	12,200	44%
310 Property/Fire Tax	0	0	231	231	8,693	95,497	43,463	104,310	0	104,310	92%
320 Aviation/Jet Fuel	35,709	148,218	0	183,928	110,499	753,233	552,496	1,325,991	0	1,325,991	57%
321 Merchandise For Retail	0	830	0	830	833	5,865	4,167	10,000	0	10,000	59%
322 Aircraft Rental	0	25,973	0	25,973	23,333	151,603	116,667	280,000	0	280,000	54%
323 Flight Supplies	0	0	0	0	83	108	417	1,000	0	1,000	11%
324 Other/Miscellaneous	0	2,578	3,562	6,140	20,794	247,607	103,969	25,000	224,526	249,526	99%
326 Flight Instruction	0	8,851	0	8,851	7,917	38,499	39,583	95,000	0	95,000	41%
330 Projects Fund	0	0	0	0	34,428	230,731	172,140	0	413,135	413,135	56%
TOTAL INCOME	98,093	186,450	146,874	431,417	510,213	3,196,246	2,551,065	4,609,058	1,513,499	6,122,557	52%

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY

BUDGET TO ACTUAL FEBRUARY 2022

OPERATING EXPENSES:	Airside	BFS	Landside	MTD Expenses	MTD Budget	YTD Expense	YTD Budget	Approved Budget	Budget Amended	Total Budget	42% YTD
400 Salaries & Wages											
400.01 Salaries/Wages	28,721	23,137	27,923	79,781	93,957	455,804	469,786	1,148,486	-21,000	1,127,486	40%
400.02 Overtime	427	344	415	1,185	1,217	8,797	6,085	14,604	0	14,604	60%
401 Payroll Taxes	2,353	1,895	2,287	6,536	8,614	37,400	43,068	103,364	0	103,364	36%
403 Deferred Compensation	1,624	1,308	1,579	4,511	5,168	24,412	25,841	62,018	0	62,018	39%
404 Property/Fire Tax	0	0	0	0	9,583	117,775	47,917	115,000	0	115,000	102%
406 Professional Services	0	0	0	0	917	134	4,583	11,000	0	11,000	1%
407 Fuel/Oil/Lubricants	0	0	2,853	2,853	1,917	12,535	9,583	23,000	0	23,000	54%
408 Office Supplies	28	303	168	499	1,500	2,192	7,500	18,000	0	18,000	12%
409. Utilities											
409.01 Communications	310	235	235	779	833	5,208	4,167	10,000	0	10,000	52%
409.02 Electric/Water	1,484	2,226	3,710	7,419	8,028	38,535	40,139	96,334	0	96,334	40%
409.03 Solid Waste/Other	169	0	86	256	433	1,210	2,167	5,200	0	5,200	23%
412 Insurance											
412.01 Insurance - Group	9,980	8,040	9,703	27,723	27,105	137,592	135,523	325,255	0	325,255	42%
412.02 Insurance - Gen	0	0	0	0	39,361	395,048	196,804	367,588	104,741	472,329	84%
414 Computer Equipment											
414.01 Hardware	0	0	1,470	1,470	0	1,470	0	0	0	0	0%
414.02 Software	0	0	0	0	0	0	0	0	0	0	0%
418 Uniforms	0	200	842	1,042	1,250	5,645	6,250	15,000	0	15,000	38%
419 Maintenance/Repairs											
419.01 Vehicles/Equipment	450	0	0	450	2,254	7,036	11,271	27,050	0	27,050	26%
419.02 Buildings/Grounds	9,290	0	16,587	25,877	10,600	41,747	53,001	127,203	0	127,203	33%
419.03 IT Services	168	168	168	505	572	2,565	2,858	6,858	0	6,858	37%
420 Aviation/Jet Fuel	32,988	101,040	0	134,028	72,752	537,895	363,762	873,028	0	873,028	62%

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY
BUDGET TO ACTUAL FEBRUARY 2022

	Airside	BFS	Landside	MTD Expenses	MTD Budget	YTD Expense	YTD Budget	Approved Budget	Budget Amended	Total Budget	42% YTD
421 Merchandise For Retail	0	692	0	692	750	5,099	3,750	9,000	0	9,000	57%
422 Flight Instruction	0	5,679	0	5,679	5,602	33,854	28,008	67,220	0	67,220	50%
423 Flight Supplies	0	100	0	100	83	425	417	1,000	0	1,000	42%
424 Dues & Subscriptions	514	555	514	1,583	1,535	7,663	7,673	18,415	0	18,415	42%
425 Advertise/Promo/Travel											
425.01 Advertising/Promo	0	270	638	908	1,145	3,602	5,723	13,736	0	13,736	26%
425.02 Travel/Per Diem	0	0	-1,500	-1,500	472	-1,500	2,358	5,660	0	5,660	-27%
426 Flying Service Aircraft											
426.01 Aviation Fuel	0	5,994	0	5,994	5,000	33,818	25,000	60,000	0	60,000	56%
426.02 Aircraft Insurance	0	0	0	0	5,417	77,281	27,083	65,000	0	65,000	119%
426.03 Aircraft Repair/Maint	0	6,067	0	6,067	10,000	41,364	50,000	120,000	0	120,000	34%
429 Attorney	0	0	0	0	1,250	817	6,250	15,000	0	15,000	5%
430 Contract Services	8,285	135	6,562	14,982	19,276	111,040	96,378	210,307	21,000	231,307	48%
432 Educ/Train/Staff Dev	73	73	73	218	667	5,613	3,333	8,000	0	8,000	70%
433 Audit	0	0	0	0	2,570	22,307	12,850	30,840	0	30,840	72%
434 Operating Supplies	266	724	115	1,104	1,438	6,399	7,190	17,257	0	17,257	37%
435 Merchant Services	947	4,036	0	4,983	3,863	21,757	19,316	46,359	0	46,359	47%
439 Real Estate Brokerage	0	0	0	0	417	0	2,083	5,000	0	5,000	0%
440 Projects Fund	0	0	0	0	2,055	0	10,275	129,401	-104,741	24,660	0%
450 Other/Miscellaneous	0	260	0	260	333	4,795	1,667	4000	0	4,000	120%
490 Interest Expense (Ford)	1,242		1,242	2,484		2,484					
TOTAL OPERATING	99,318	163,478	75,670	338,465	347,932	2,209,817	1,739,660	4,175,183	0	4,175,183	53%
411 Capital Improvements											
411.01 Equipment	0	0	0	0	15,042	105,267	75,208	144,500	36,000	180,500	58%
411.02 Building	0	0	0	0	12,717	87,278	63,587	0	152,609	152,609	57%
411.03 Other	11,681	0	11,681	23,363	134,522	802,286	672,610	289,375	1,324,890	1,614,265	50%
TOTAL CAPITAL	11,681	0	11,681	23,363	162,281	994,832	811,406	433,875	1,513,499	1,947,374	51%
NET INCOME	-12,906	22,972	59,523	69,589	0	-8,403	0	0	0	0	

1242

SUBLEASE AGREEMENT

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY (hereinafter called Landlord), a public instrumentality authorized by Chapter 67-1097, Laws of Florida, and established by City of Bartow Ordinance No. 776-A, the Lessee in that certain Lease Agreement with the City of Bartow, dated September 1, 2020, and subsequent Amendments: ***PLASTIC CONVERSION SERVICES, INC.***

(hereinafter called Tenant), each in consideration of the covenants and agreements to be performed by the other, agree as follows:

1. The Landlord hereby leases to the Tenant the real property located in Polk County, Florida, as described as: ***BUILDING #223 (4080 ECHO AVENUE) LOCATED AT THE BARTOW MUNICIPAL AIRPORT, BARTOW, POLK COUNTY, FLORIDA.***

For a primary term of ***ONE (1) YEAR*** commencing at 12:01 a.m. on ***APRIL 1, 2022*** and ending at 11:59 p.m. on ***MARCH 31, 2023.*** The Tenant shall have the option to renew this lease for ***ONE (1)*** additional successive ***ONE (1)*** year term, said option to be exercised by notice in writing given to the Landlord by the Tenant not less than sixty (60) days prior to the expiration of the primary term or any renewal term hereof. Each renewal shall be on the same terms and conditions herein expressed, and this lease shall continue in full force and effect through each and all renewal terms, if the option herein granted to renewal is exercised. The Landlord may deny said renewal by so notifying the Tenant in writing within sixty (60) days of the renewal date, that Landlord, in its sole discretion, requires said premises for another Airport use or for the opportunity for the

Airport to update the Lease with new policies or regulations established by the Airport Authority or update rental rate to current market value. If Tenant does not plan to exercise a renewal option, it shall notify the Landlord in writing at least 60 days prior to the expiration of any term.

2. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the City of Bartow acquired the leased 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 thereof, and any existing or subsequent amendments thereto, are subject to all terms and conditions contained in the lease of said lands from the City of Bartow, Florida, to the Bartow Municipal Airport Development Authority, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may thereafter be adopted by the City of Bartow, pertaining to the Bartow Municipal Airport.

3. The Tenant will pay to the Landlord during the term of this Lease Agreement and any renewals thereof, as rent for the premises a minimum of **FIVE THOUSAND AND 00/100 DOLLAS (\$5,000.00)** per month, or that amount that may be adjusted according to **Paragraph 24, Page 13** of this Lease Agreement. If the Tenant fails to pay any amount due hereunder to the Landlord, whether for rent, insurance, taxes or any other liability, within ten (10) days after the same is due, the Tenant shall incur a late charge of five percent (5%) of said delinquent payment. The Tenant will pay to the Landlord upon execution of the lease **FIFTEEN (\$15,000.00)** representing the first month's rent, the

last month's rent, and a security deposit equivalent to one month's rent. Landlord may use all of Tenant's security deposit to cure any contamination problems that may be caused by the Tenant and/or to make repairs to premises if damaged beyond normal wear and tear.

4. The Tenant will use the leased premises only for WAREHOUSE/STORAGE and covenants and agrees that it will make no unlawful use of said premises or permit the same to be used contrary to any law or administrative regulations of the United States of America or of the State of Florida, or ordinance or regulation of Polk County, Florida, or the City of Bartow, and agrees that it will keep and maintain said premises in a suitable and sanitary condition and will not permit the same to become offensive or a nuisance. Any outdoor storage of equipment or goods will be kept in an orderly and clean manner and every effort shall be made to always keep the premises free of trash and debris.

5. Each of the following shall be deemed to be a default by the Tenant and a breach of this lease:

(1) The event of insolvency.

(2) Voluntary or involuntary bankruptcy.

(3) The making by the Tenant of an assignment for the benefit of creditors.

(4) The filing of any state or federal tax lien against the Tenant.

(5) Failure to make the monthly rental payments by the tenth (10th) day after it is due in any month during the term of this lease or any renewal thereof.

(6) A default in the performance of any other covenant or condition of this lease on the part of the Tenant to be kept and performed.

6. If any rent required by this lease is not paid within ten (10) days after it is due, or any other default is not corrected within ten (10) days from notice of default, the Landlord shall have the option to:

(1) Terminate this lease, resume possession of the property for its own account and recover immediately from the Tenant the difference between the rent specified in this lease and the fair rental value of the property for the remainder of the term reduced to present worth, or

(2) Resume possession and release or rent the property for the remainder of the term for the account of the Tenant and recover from the Tenant at the end of the term, or at the time each payment of rent becomes due under this lease, as Landlord may choose the difference between the rent specified in this lease and the rent received on the releasing or renting.

(3) Pursue any other remedy or remedies provided by law, in addition to those hereinabove provided.

7. In the event Landlord is forced to place this agreement in the hands of an attorney for enforcement or collection, Tenant agrees to pay all costs thereof, including a reasonable attorney's fee.

8. The Tenant accepts the premises in their present condition without warranties or representations of any kind from the Landlord as to suitability or safety of the premises for the purposes of Tenant's tenancy.

9. The Tenant shall maintain the leased property in a clean, neat condition and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly, or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. The Tenant shall maintain the grass and all landscaping on the premises described in this lease. The Tenant shall insure that all hazardous wastes or any other contaminating materials are properly disposed of, that no improper disposal is made and that the leased property shall be kept free and clear of any contamination. At the termination of the Lease Agreement, the Tenant may be required to certify to the Landlord that during the Tenant's possession, there has been no spillage of any hazardous waste materials (fuels, acids, etc.) and to execute an agreement holding the Landlord harmless from any costs or liability in the event there is contamination caused by any officer, agent, employee, licensee or invitee of the Tenant; alternatively, the Tenant may furnish the Landlord with an Environmental Audit performed by an engineering firm experienced in this service showing no contamination. If the site is contaminated due to the fault of the tenant during the Tenant's possession, the Tenant shall bear all costs and responsibility for the required clean up and shall hold Landlord harmless therefrom.

10. The Tenant shall be responsible for maintaining and repairing the interior of the buildings located on the leased property, including pest and rodent control, janitorial,

interior ceilings, walls, floors, plumbing and electrical systems, pipes, exterior doors, including slide and/or roll up doors, windows, air-conditioning equipment, also, walkways, driveways, paved parking areas located on the leased premises and will deliver up the premises at the expiration of this lease, or any renewal hereof, or at its earlier termination, in as good condition as the premises now are, reasonable wear and tear excepted. The Landlord will maintain the exterior of the building located on the leased property, including the roof and exterior walls, in good and substantial repair; these agreements shall not apply to damage caused by fire or other casualty beyond the control of the Tenant.

11. The Tenant shall not mount or install anything on top of the roof system or make any alterations, additions or improvements to the premises without the prior written consent of the Landlord. All contractors doing work on the leased premises must be licensed by Polk County and the State of Florida and shall be fully insured. A permit must be obtained from the City of Bartow and from the Polk County Division of Development Coordination prior to commencement of any building, electrical or plumbing work on the leased premises and a copy of these permits must be furnished to the Airport Manager prior to commencement of any work. A clearance also must be obtained from the Polk County Health Department if applicable. Furthermore, if a Tenant has had to obtain a permit from the Southwest Florida Water Management District (S.W.F.W.M.D.) in pursuit of their alteration, addition or improvement, it shall be the responsibility of the current Tenant and future Tenants to pay for any permitting, inspections, modifications,

etc., associated with the permit which shall also include but not limited to the Florida Department of Environmental Protection (NPDES) Storm Water Permit.

The Landlord may, at the termination of this lease, require Tenant to remove any alterations, additions or improvements made to the premises by the Tenant, and restore the premises to its present condition. If Landlord does not so notify Tenant to remove the same, title to all said improvements shall vest in the Landlord. If Tenant fails to remove said improvements within 90 days after written notification by the Landlord to do so, at Landlord's election, title to all said improvements shall vest in the Landlord, or Landlord may proceed to compel Tenant to remove the same.

12. The Landlord shall keep in use and maintain all public use roadways on and around the leased premises for access purposes and shall maintain a public airport at BARTOW MUNICIPAL AIRPORT in accordance with Federal Aviation Administration's regulations as now or hereafter in force. The Tenant is responsible for repairs and maintenance of all paved areas within the leased premises. The parking and storage of all vehicles, trailers, equipment, materials/supplies, etc. shall be on the leased premises only. The Tenant is prohibited from blocking public roadways during loading and off-loading of trailers, railcars, semis, etc.

13. The Landlord shall keep and maintain a sign at the entrance normally used by occupants of the area in which the leased premises are located designating the business being operated therein.

14. It shall be a condition of this lease, that the Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

15. The Landlord will purchase and maintain fire and extended insurance coverage to protect the Landlord against loss or damage to the realty in the amounts and forms following:

FIRE AND EXTENDED COVERAGE

<u>BUILDING NO.</u>	<u>AMOUNT</u>
# 223	\$745,000.00

The Landlord may adjust the amount of coverage each time an increase is imposed on the Airport. Tenant will reimburse Landlord monthly at the premium rate per month for such coverage which shall be in addition to the rentals hereinabove set forth. Tenant will purchase and maintain public liability and property damage insurance to protect the Landlord against claims for injury or death to persons and damage to property while on or about the leased premises in the amounts and forms following:

COMMERCIAL GENERAL LIABILITY

Commercial General Liability Includes: Bodily Injury and Property Damage Liability. Also, included in the coverage would be Damage to Rented Premises coverage:

Required Limits of Liability:

Each Occurrence for Bodily Injury and Property Damage: \$1,000,000.00

Aggregate Limit of Liability: \$1,000,000.00

Damage to Rented Premise (Tenant Legal Liability): \$ 100,000.00

Tenant shall hold the Airport Authority and the City of Bartow harmless from any and all claims or liabilities arising during or as a result of the Tenant's use of said premises. The City of Bartow and the Bartow Municipal Airport Development Authority shall be an additional named insured in all such policies. A certificate of insurance evidencing the coverage stated above shall be delivered to the Airport Manager prior to or at the time the Tenant takes possession of said premises. The certificate shall also provide that the Airport Manager will be notified by the insurance company in writing ten (10) days in advance of any cancellation of such insurance. Nothing herein is intended to act as a waiver of the City of Bartow's, or the Bartow Municipal Airport Development Authority's, sovereign immunity and/or the limits of liability set forth in Section 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability and negligence, product liability or otherwise.

16. The Tenant shall protect and save the Landlord harmless from any and all liability arising out of any act, omission or negligence or alleged act, omission or negligence of any officer, agent, employee, licensee or invitee of Tenant. The Tenant shall indemnify and save Landlord harmless from any cost, loss, damage or expense arising out of or in connection with any accident-causing injury or death to any person, or damage to any

property on the leased premises caused by any officer, agent, employee, licensee, or invitee of Tenant.

17. The Tenant shall not assign or sublet or surrender possession of the leased property or any portion thereof or any improvements owned by the Tenant located thereon. If the Tenant proposes to sell the improvements made by him, prior to or at the termination of this lease, he shall first offer the same to the Landlord for the same price and upon the same terms and conditions. If the Tenant physically relocates from the premises, the Landlord shall have the option to cancel the Lease.

18. The Tenant may at any time, with prior notice to and upon prior written approval of Landlord, by conveyance in trust or any other legal manner, mortgage or encumber its leasehold estate herein; provided, however, that in no event shall the Tenant be released from any obligations or liabilities imposed by the terms of this lease unless so released in writing by the Landlord. No use shall be made of the demised premises which will constitute a hazard to or interference with air traffic to and from the BARTOW MUNICIPAL AIRPORT.

19. With the written approval of the Landlord the Tenant shall have the right at any time and from time to time during the term of this lease to erect improvements on the demised premises, as deemed necessary to fully utilize the leased premises. The Tenant shall repair, maintain, and keep in good condition, except for reasonable wear and tear, any improvements placed on the premises. Proceeds of all insurance policies carried on any improvements placed on the leased premises by the Tenant shall insure solely to the

benefit of the Tenant and the Landlord shall have no claim thereto; however, the Tenant covenants to clear the site completely in the event the improvements are destroyed by fire or other casualty and the Tenant does not desire to and does not forthwith rebuild. Portable office, storage, or restroom space on a permanent basis (over six months), is prohibited.

20. This lease does not constitute a contract or an agreement between Landlord and Tenant to make improvements, alterations or additions to the leased premises. Landlord's title and interest in the leased property shall not be liable for or subject to liens arising out of any improvements to the property. All contractors, subcontractors, materialmen, mechanics, laborers, and others who perform any work, labor or services, or who furnish any material, or otherwise participate in the improvements of the property are hereby given notice that the Tenant has no power to subject Landlord's interest to any claim for mechanic's, materialmen's and laborer's liens, or for other liens, and all persons dealing directly or indirectly with Tenant in respect to the leased property as security for the payment of any sums that may be owing by reason of any work, labor, services, materials, or improvements of the property. All such persons are hereby given notice that Tenant may not assign this lease or any rights and privileges hereunder.

21. If any building leased is damaged or destroyed by fire or other casualty at any time during the terms hereof without negligence of the Tenant to such an extent that said building is rendered unfit for use and occupancy, the Landlord shall have the option to restore the said building to a condition equivalent to its condition prior to such damage,

or negotiate with the Tenant to build a new structure on the leased site, or to terminate the lease. Should the Tenant rebuild at its own expense, the rental hereunder shall be adjusted to reflect the rental value of the land only, without consideration of the value of improvements placed thereon by the Tenant. Should the Landlord elect to rebuild for the Tenant the rental rate will be adjusted by negotiations between the parties. The rent payable hereunder shall abate from the date of damage to the completion of restoration of the building damaged. In the event that the Landlord elects to terminate this lease, the effective date thereof shall be the date of the destruction or damage, and any rents prepaid beyond the date of such casualty shall be returned to the Tenant. If any building located on the leased property is damaged by fire or other casualty, but not to the extent that it is rendered unfit for use and occupancy, the Landlord shall restore the said building to a condition equivalent to its condition prior to such damage, and the rent shall abate in proportion to the impairment of use that can reasonably be made of it from the date of such damage to the date of completion of restoration.

22. The City of Bartow shall furnish to the Tenant all electrical power, water and sewage disposal for the leased premises at rates which shall be comparable and not in excess of rates charged by the City of Bartow to customers served by it outside the City Limits of the City of Bartow, Florida. Tenant shall purchase all of said services from the City of Bartow paying the charges therefor promptly as billed. At the termination of this Lease and after all debt has been satisfied with the Airport, any remaining advance rent monies may be used to pay an outstanding utility debt the Tenant owes to the City of Bartow.

23. The Tenant shall pay all taxes for both real and personal property that may be levied and assessed by any governmental agency upon the leased premises. Satisfactory evidence of such payment of said taxes by Tenant shall be provided to the Landlord not later than fifteen (15) days prior to the last day on which said taxes may be paid without penalty or interest. Failure to pay said taxes shall constitute a breach of this lease.

24. The monthly rent provided for above shall be adjusted each year, on the commencement date of the Lease, at a rate based upon the annual percentage change in the preceding twelve months from December 31 of the appropriate year, in the Consumer's Price Index for "All Items" for "All Urban Consumers" in the United States, which is published by the United States Department of Labor.

25. The Tenant for himself, his personal representatives, successors in interest, as a part of the consideration hereof, does hereby covenant and agree that, (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-

Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Bartow Municipal Airport Development Authority shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21, including amendments, are followed and completed including exercise or expiration of appeal rights.

26. Any notice required or permitted hereunder shall be given in writing via registered mail, properly stamped and addressed as follows:

TO THE LANDLORD:

**Bartow Municipal Airport Development Authority
Post Office Box 650
Bartow, Florida 33831-0650
John Helms, Executive Director
E-Mail: John@Bartow-Airport.com
863/533-1195-Office; Cell: 863/944-4644**

TO THE TENANT:

**Plastic Conversion Svcs, Inc.
4326 Thomas Wood Lane East
Winter Haven, FL 33880
Michael Putt, President
E-Mail: Mdputt@verizon.net
ar-ap@plasticconversion.com
863.299.6489 Office ; 963.307.6570 Cell**

such notice, when mailed, shall be conclusively deemed to have been delivered.

27. That the Tenant expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, including amendments.

28. That the Tenant expressly agrees for itself to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

29. It is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Lessor herein reserves the right to grant similar provisions to another Lessee on other parts of the airport.

Dated this _____ day of _____

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY

BY: _____

Chairman

ATTEST:

Secretary

Approved as to Correctness and Form:

Approved as to Substance:

Attorney

Executive Director

TENANT



PLASTIC CONVERSION SVCS.

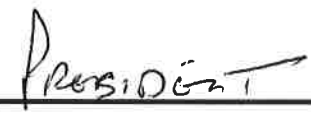
Signed, Sealed and Delivered

In the presence of:



BY: 



TITLE: 

LEASE WITH PLASTIC CONVERSION SERVICES, INC., BUILDING #223 (4080 ECHO AVENUE) FOR A PRIMARY TERM OF ONE (1) YEAR WITH ONE, ONE (1) YEAR OPTION AT \$5,000.00 PER MONTH. NEW LEASE

RESOLUTION NO. 1242

WHEREAS, the City of Bartow, Florida has heretofore leased the real property located in Polk County, Florida to the Bartow Municipal Airport Development Authority, (hereinafter called the Authority) a public instrumentality authorized by Chapter ordinance No. 776-A.

WHEREAS the said lease granted to the Authority the power to enter into lease agreements for property located at the Bartow Municipal Airport, and

WHEREAS PLASTIC CONVERSION SERVICES, INC.

Desires to lease certain property located at the Bartow Municipal Airport,

NOW, THEREFORE, BE IT RESOLVED BY THE BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY:

1. That the appropriate officials of the Authority are hereby authorized and directed to affix their hands and seals to this instrument in substantially the form of the Sublease Agreement, attached as Schedule "A" and incorporated herein by reference.

BUILDING #223 (4080 ECHO AVENUE) LOCATED AT THE BARTOW MUNICIPAL AIRPORT, BARTOW, POLK COUNTY, FLORIDA

PASSED ON: _____

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY

BY: _____

Chairperson

ATTEST: _____

Secretary

Approved as to correctness and form:

Airport Attorney

Approved as to Substance:

1243

SUBLEASE AGREEMENT

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY (hereinafter called Landlord), a public instrumentality authorized by Chapter 67-1097, Laws of Florida, and established by City of Bartow Ordinance No. 776-A, the Lessee in that certain Lease Agreement with the City of Bartow, dated September 1, 2020, and subsequent Amendments: **AUTO PNC, LLC**

(hereinafter called Tenant), each in consideration of the covenants and agreements to be performed by the other, agree as follows:

1. The Landlord hereby leases to the Tenant the real property located in Polk County, Florida, as described as: **BUILDING #306 (750 MOONEY STREET) LOCATED AT THE BARTOW MUNICIPAL AIRPORT, BARTOW, POLK COUNTY, FLORIDA.**

For a primary term of **THREE YEARS** commencing at 12:01 a.m. on **MARCH 1, 2022** and ending at 11:59 p.m. on **FEBRUARY 28, 2025.**

2. This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the City of Bartow acquired the leased 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 thereof, and any existing or subsequent amendments thereto, are subject to all terms and conditions contained in the lease of said lands from the City of Bartow, Florida, to the Bartow Municipal Airport Development Authority, and any existing or subsequent amendments

thereto, and are subject to any ordinances, rules or regulations which have been, or may thereafter be adopted by the City of Bartow, pertaining to the Bartow Municipal Airport.

3. The Tenant will pay to the Landlord during the term of this Lease Agreement and any renewals thereof, as rent for the premises a minimum of ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1,500.00) per month, or that amount that may be adjusted according to Paragraph 24, Page 13 of this Lease Agreement. If the Tenant fails to pay any amount due hereunder to the Landlord, whether for rent, insurance, taxes or any other liability, within ten (10) days after the same is due, the Tenant shall incur a late charge of five percent (5%) of said delinquent payment. The Tenant will pay to the Landlord upon execution of the lease FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$4,500.00) representing the first month's rent, the last month's rent, and a security deposit equivalent to one month's rent. Landlord may use all of Tenant's security deposit to cure any contamination problems that may be caused by the Tenant and/or to make repairs to premises if damaged beyond normal wear and tear.

4. The Tenant will use the leased premises only for OFFICE SPACE AND PAINT STORAGE and covenants and agrees that it will make no unlawful use of said premises or permit the same to be used contrary to any law or administrative regulations of the United States of America or of the State of Florida, or ordinance or regulation of Polk County, Florida, or the City of Bartow, and agrees that it will keep and maintain said premises in a suitable and sanitary condition and will not permit the same to become offensive or a nuisance. Any outdoor storage of equipment or goods will be kept in an

orderly and clean manner and every effort shall be made to always keep the premises free of trash and debris.

5. Each of the following shall be deemed to be a default by the Tenant and a breach of this lease:

(1) The event of insolvency.

(2) Voluntary or involuntary bankruptcy.

(3) The making by the Tenant of an assignment for the benefit of creditors.

(4) The filing of any state or federal tax lien against the Tenant.

(5) Failure to make the monthly rental payments by the tenth (10th) day after it is due in any month during the term of this lease or any renewal thereof.

(6) A default in the performance of any other covenant or condition of this lease on the part of the Tenant to be kept and performed.

6. If any rent required by this lease is not paid within ten (10) days after it is due, or any other default is not corrected within ten (10) days from notice of default, the Landlord shall have the option to:

(1) Terminate this lease, resume possession of the property for its own account and recover immediately from the Tenant the difference between the rent specified in this lease and the fair rental value of the property for the remainder of the term reduced to present worth, or

(2) Resume possession and lease or rent the property for the remainder of the term for the account of the Tenant and recover from the Tenant at the end of the term, or at the

time each payment of rent becomes due under this lease, as Landlord may choose the difference between the rent specified in this lease and the rent received on the releasing or renting.

(3) Pursue any other remedy or remedies provided by law, in addition to those hereinabove provided.

7. In the event Landlord is forced to place this agreement in the hands of an attorney for enforcement or collection, Tenant agrees to pay all costs thereof, including a reasonable attorney's fee.

8. The Tenant accepts the premises in their present condition without warranties or representations of any kind from the Landlord as to suitability or safety of the premises for the purposes of Tenant's tenancy.

9. The Tenant shall maintain the leased property in a clean, neat condition and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly, or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. The Tenant shall maintain the grass and all landscaping on the premises described in this lease. The Tenant shall insure that all hazardous wastes or any other contaminating materials are properly disposed of, that no improper disposal is made and that the leased property shall be kept free and clear of any contamination. At the termination of the Lease Agreement, the Tenant may be required to certify to the Landlord that during the Tenant's possession, there has been no spillage of any hazardous waste materials (fuels, acids, etc.) and to execute an agreement holding the Landlord

harmless from any costs or liability in the event there is contamination caused by any officer, agent, employee, licensee or invitee of the Tenant; alternatively, the Tenant may furnish the Landlord with an Environmental Audit performed by an engineering firm experienced in this service showing no contamination. If the site is contaminated due to the fault of the tenant during the Tenant's possession, the Tenant shall bear all costs and responsibility for the required clean up and shall hold Landlord harmless therefrom.

10. The Tenant shall be responsible for maintaining and repairing the interior of the buildings located on the leased property, including pest and rodent control, janitorial, interior ceilings, walls, floors, plumbing and electrical systems, pipes, exterior doors, including slide and/or roll up doors, windows, air-conditioning equipment, also, walkways, driveways, paved parking areas located on the leased premises and will deliver up the premises at the expiration of this lease, or any renewal hereof, or at its earlier termination, in as good condition as the premises now are, reasonable wear and tear excepted. The Landlord will maintain the exterior of the building located on the leased property, including the roof and exterior walls, in good and substantial repair; these agreements shall not apply to damage caused by fire or other casualty beyond the control of the Tenant.

11. The Tenant shall not mount or install anything on top of the roof system or make any alterations, additions or improvements to the premises without the prior written consent of the Landlord. All contractors doing work on the leased premises must be licensed by Polk County and the State of Florida and shall be fully insured. A permit must be

obtained from the City of Bartow and from the Polk County Division of Development Coordination prior to commencement of any building, electrical or plumbing work on the leased premises and a copy of these permits must be furnished to the Airport Manager prior to commencement of any work. A clearance also must be obtained from the Polk County Health Department if applicable. Furthermore, if a Tenant has had to obtain a permit from the Southwest Florida Water Management District (S.W.F.W.M.D.) in pursuit of their alteration, addition or improvement, it shall be the responsibility of the current Tenant and future Tenants to pay for any permitting, inspections, modifications, etc., associated with the permit which shall also include but not limited to the Florida Department of Environmental Protection (NPDES) Storm Water Permit.

The Landlord may, at the termination of this lease, require Tenant to remove any alterations, additions or improvements made to the premises by the Tenant, and restore the premises to its present condition. If Landlord does not so notify Tenant to remove the same, title to all said improvements shall vest in the Landlord. If Tenant fails to remove said improvements within 90 days after written notification by the Landlord to do so, at Landlord's election, title to all said improvements shall vest in the Landlord, or Landlord may proceed to compel Tenant to remove the same.

12. The Landlord shall keep in use and maintain all public use roadways on and around the leased premises for access purposes and shall maintain a public airport at BARTOW MUNICIPAL AIRPORT in accordance with Federal Aviation Administration's regulations as now or hereafter in force. The Tenant is responsible for repairs and

maintenance of all paved areas within the leased premises. The parking and storage of all vehicles, trailers, equipment, materials/supplies, etc. shall be on the leased premises only. The Tenant is prohibited from blocking public roadways during loading and off-loading of trailers, railcars, semis, etc.

13. The Landlord shall keep and maintain a sign at the entrance normally used by occupants of the area in which the leased premises are located designating the business being operated therein.

14. It shall be a condition of this lease, that the Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

15. The Landlord will purchase and maintain fire and extended insurance coverage to protect the Landlord against loss or damage to the realty in the amounts and forms following:

FIRE AND EXTENDED COVERAGE

<u>BUILDING NO.</u>	<u>AMOUNT</u>
# 306	\$237,900.00

The Landlord may adjust the amount of coverage each time an increase is imposed on the Airport. Tenant will reimburse Landlord monthly at the premium rate per month for such coverage which shall be in addition to the rentals hereinabove set forth. Tenant will purchase and maintain public liability and property damage insurance to protect the Landlord against claims for injury or death to persons and damage to property while on or about the leased premises in the amounts and forms following:

COMMERCIAL GENERAL LIABILITY

Commercial General Liability Includes: Bodily Injury and Property Damage Liability. Also, included in the coverage would be Damage to Rented Premises coverage:

Required Limits of Liability:

Each Occurrence for Bodily Injury and Property Damage:	\$1,000,000.00
Aggregate Limit of Liability:	\$1,000,000.00
Damage to Rented Premise (Tenant Legal Liability):	\$ 100,000.00

Tenant shall hold the Airport Authority and the City of Bartow harmless from any and all claims or liabilities arising during or as a result of the Tenant's use of said premises. The City of Bartow and the Bartow Municipal Airport Development Authority shall be an additional named insured in all such policies. A certificate of insurance evidencing the coverage stated above shall be delivered to the Airport Manager prior to or at the time the Tenant takes possession of said premises. The certificate shall also provide that the Airport Manager will be notified by the insurance company in writing ten (10) days in advance of any cancellation of such insurance. Nothing herein is intended to act as a waiver of the City of Bartow's, or the Bartow Municipal Airport Development Authority's, sovereign immunity and/or the limits of liability set forth in Section 768.28

of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability and negligence, product liability or otherwise.

16. The Tenant shall protect and save the Landlord harmless from any and all liability arising out of any act, omission or negligence or alleged act, omission or negligence of any officer, agent, employee, licensee or invitee of Tenant. The Tenant shall indemnify and save Landlord harmless from any cost, loss, damage or expense arising out of or in connection with any accident-causing injury or death to any person, or damage to any property on the leased premises caused by any officer, agent, employee, licensee, or invitee of Tenant.

17. The Tenant shall not assign or sublet or surrender possession of the leased property or any portion thereof or any improvements owned by the Tenant located thereon. If the Tenant proposes to sell the improvements made by him, prior to or at the termination of this lease, he shall first offer the same to the Landlord for the same price and upon the same terms and conditions. If the Tenant physically relocates from the premises, the Landlord shall have the option to cancel the Lease.

18. The Tenant may at any time, with prior notice to and upon prior written approval of Landlord, by conveyance in trust or any other legal manner, mortgage or encumber its leasehold estate herein; provided, however, that in no event shall the Tenant be released from any obligations or liabilities imposed by the terms of this lease unless so released in writing by the Landlord. No use shall be made of the demised premises which will

constitute a hazard to or interference with air traffic to and from the BARTOW MUNICIPAL AIRPORT.

19. With the written approval of the Landlord the Tenant shall have the right at any time and from time to time during the term of this lease to erect improvements on the demised premises, as deemed necessary to fully utilize the leased premises. The Tenant shall repair, maintain, and keep in good condition, except for reasonable wear and tear, any improvements placed on the premises. Proceeds of all insurance policies carried on any improvements placed on the leased premises by the Tenant shall insure solely to the benefit of the Tenant and the Landlord shall have no claim thereto; however, the Tenant covenants to clear the site completely in the event the improvements are destroyed by fire or other casualty and the Tenant does not desire to and does not forthwith rebuild. Portable office, storage, or restroom space on a permanent basis (over six months), is prohibited.

20. This lease does not constitute a contract or an agreement between Landlord and Tenant to make improvements, alterations or additions to the leased premises. Landlord's title and interest in the leased property shall not be liable for or subject to liens arising out of any improvements to the property. All contractors, subcontractors, materialmen, mechanics, laborers, and others who perform any work, labor or services, or who furnish any material, or otherwise participate in the improvements of the property are hereby given notice that the Tenant has no power to subject Landlord's interest to any claim for mechanic's, materialmen's and laborer's liens, or for other liens, and all persons

dealing directly or indirectly with Tenant in respect to the leased property as security for the payment of any sums that may be owing by reason of any work, labor, services, materials, or improvements of the property. All such persons are hereby given notice that Tenant may not assign this lease or any rights and privileges hereunder.

21. If any building leased is damaged or destroyed by fire or other casualty at any time during the terms hereof without negligence of the Tenant to such an extent that said building is rendered unfit for use and occupancy, the Landlord shall have the option to restore the said building to a condition equivalent to its condition prior to such damage, or negotiate with the Tenant to build a new structure on the leased site, or to terminate the lease. Should the Tenant rebuild at its own expense, the rental hereunder shall be adjusted to reflect the rental value of the land only, without consideration of the value of improvements placed thereon by the Tenant. Should the Landlord elect to rebuild for the Tenant the rental rate will be adjusted by negotiations between the parties. The rent payable hereunder shall abate from the date of damage to the completion of restoration of the building damaged. In the event that the Landlord elects to terminate this lease, the effective date thereof shall be the date of the destruction or damage, and any rents prepaid beyond the date of such casualty shall be returned to the Tenant. If any building located on the leased property is damaged by fire or other casualty, but not to the extent that it is rendered unfit for use and occupancy, the Landlord shall restore the said building to a condition equivalent to its condition prior to such damage, and the rent shall abate in

proportion to the impairment of use that can reasonably be made of it from the date of such damage to the date of completion of restoration.

22. The City of Bartow shall furnish to the Tenant all electrical power, water and sewage disposal for the leased premises at rates which shall be comparable and not in excess of rates charged by the City of Bartow to customers served by it outside the City Limits of the City of Bartow, Florida. Tenant shall purchase all of said services from the City of Bartow paying the charges therefor promptly as billed. At the termination of this Lease and after all debt has been satisfied with the Airport, any remaining advance rent monies may be used to pay an outstanding utility debt the Tenant owes to the City of Bartow.

23. The Tenant shall pay all taxes for both real and personal property that may be levied and assessed by any governmental agency upon the leased premises. Satisfactory evidence of such payment of said taxes by Tenant shall be provided to the Landlord not later than fifteen (15) days prior to the last day on which said taxes may be paid without penalty or interest. Failure to pay said taxes shall constitute a breach of this lease.

24. The monthly rent provided for above shall be adjusted each year, on the commencement date of the Lease, at a rate based upon the annual percentage change in the preceding twelve months from December 31 of the appropriate year, in the Consumer's Price Index for "All Items" for "All Urban Consumers" in the United States, which is published by the United States Department of Labor.

25. The Tenant for himself, his personal representatives, successors in interest, as a part of the consideration hereof, does hereby covenant and agree that, (1) no person on the

grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Bartow Municipal Airport Development Authority shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21, including amendments, are followed and completed including exercise or expiration of appeal rights.

26. Any notice required or permitted hereunder shall be given in writing via registered mail, properly stamped and addressed as follows:

TO THE LANDLORD:

**Bartow Municipal Airport Development Authority
Post Office Box 650
Bartow, Florida 33831-0650
John Helms, Executive Director
E-Mail: John@Bartow-Airport.com
863/533-1195-Office; Cell: 863/944-4644**

TO THE TENANT:

**AUTO PNC, LLC
6802 Lakeview Center Dr. #150
Tampa, FL 33619
Jung Kyu Lee, Owner
E-Mail : jklee@autopnc.com
813.310.5001**

such notice, when mailed, shall be conclusively deemed to have been delivered.

27. That the Tenant expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, including amendments.

28. That the Tenant expressly agrees for itself to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

29. It is expressly understood and agreed that the rights granted under this agreement are nonexclusive and the Lessor herein reserves the right to grant similar provisions to another Lessee on other parts of the airport.

Dated this _____ day of _____

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY

BY: _____

Chairman

ATTEST:

Secretary

Approved as to Correctness and Form:

Approved as to Substance:

Attorney

Executive Director

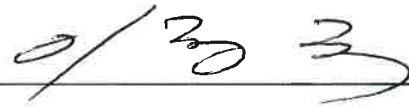
TENANT

Signed, Sealed and Delivered

AUTO PNC, LLC

In the presence of:

Tony B.

BY: 

Jung Kyu Lee

Deputy Director


TITLE: **Owner**

LEASE WITH AUTO PNC, LLC, BUILDING #306 (750 MOONEY STREET) FOR A PRIMARY TERM OF THREE (3) YEARS AT \$1,500.00 PER MONTH. NEW LEASE

RESOLUTION NO. 1243

WHEREAS, the City of Bartow, Florida has heretofore leased the real property located in Polk County, Florida to the Bartow Municipal Airport Development Authority, (hereinafter called the Authority) a public instrumentality authorized by Chapter ordinance No. 776-A.

WHEREAS the said lease granted to the Authority the power to enter into lease agreements for property located at the Bartow Municipal Airport, and

WHEREAS AUTO PNC, LLC

Desires to lease certain property located at the Bartow Municipal Airport,

NOW, THEREFORE, BE IT RESOLVED BY THE BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY:

1. That the appropriate officials of the Authority are hereby authorized and directed to affix their hands and seals to this instrument in substantially the form of the Sublease Agreement, attached as Schedule "A" and incorporated herein by reference.

BUILDING #306 (750 MOONEY STREET) LOCATED AT THE BARTOW MUNICIPAL AIRPORT, BARTOW, POLK COUNTY, FLORIDA

PASSED ON: _____

BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY

BY: _____
Chairperson

ATTEST: _____
Secretary

Approved as to correctness and form:

Airport Attorney

Approved as to Substance: