

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THREE-YEAR SUBLEASE AGREEMENT WITH PREMIER AVIATION SERVICES LLC FOR LEASE OF MAINTENANCE HANGAR AT THE CAMDENTON MEMORIAL-LAKE REGIONAL AIRPORT

WHEREAS, the City of Camdenton owns land constituting the Camdenton Memorial-Lake Regional Airport at Camdenton, Missouri, and desires to sublease to Premier Aviation Services, LLC for the maintenance hangar located on said Airport for the purpose of providing and enhancing the improvement of services at the Airport.

WHEREAS, the Premier Aviation Services, LLC desires to sublease said premises at the Airport for their use for said purposes;

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CAMDENTON, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and City Clerk are hereby authorized to execute a three-year sublease Agreement with **Premier Aviation Services, LLC** for lease of maintenance hangar at the Camdenton Memorial-Lake Regional Airport. A copy of the contract is attached hereto and made a part thereof, identified as Exhibit A.

Section 2. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Read the first time this 19 day of September 2023

Read the second time and passed and approved this 19 day of September 2023


John D. McNabb, Mayor

ATTEST:


Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk



Commercial Sublease

This Commercial Sublease (this "Sublease") is made effective as of October 01, 2023, by and between Lake Aviation Center, LLC ("Tenant"), and Premier Aviation Services LLC ("Subtenant"). Tenant has previously entered into a lease agreement with The City of Camdenton ("Landlord") dated March 25, 2008 for a period of 20 years from April 1, 2008 through March 31, 2028 (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. Tenant now desires to sublet the leased property to Subtenant and Subtenant desires to sublet the leased property from Tenant. Therefore, the parties agree as follows:

PREMISES. Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant The structure known as the "Maintenance Hangar Facility" at the Camdenton Memorial Airport (KOZS) located at 20 Airport Road, Camdenton, Missouri 65020 (the "Premises").

TERM AND POSSESSION. The term of this Sublease will begin on October 01, 2023 and unless terminated sooner pursuant to the terms of this Sublease, it will terminate on September 30, 2026. Subtenant shall be entitled to possession on the first day of the term of this Sublease, and shall yield possession on the last day of the term of this Sublease, unless otherwise agreed by both parties in writing.

SUBLEASE PAYMENTS. Subtenant shall pay to Tenant sublease payments of \$3,000.00 per month, payable in advance on the first day of each month, for a total sublease payment of \$108,000.00. Sublease payments shall be made to Tenant at 20 Airport Road, Camdenton, Missouri 65020, which may be changed from time to time by Tenant.

Subtenant shall pay for all utilities used or consumed at the Demised Premises during the term of this Agreement as currently obligated by the Tenant under the Prime Lease. The utilities shall be paid directly to the utility company if separately metered; otherwise, the utilities shall be prorated by Tenant in a fair and equitable manner as mutually agreed to by Tenant and Subtenant and be billed to Subtenant at the same rates as billed to Tenant by the utility company for payment to Tenant. The bills shall be due and payable within ten days of receipt.

DEFAULTS. Subtenant shall be in default of this Sublease if Subtenant fails to fulfill any lease obligation or term by which Subtenant is bound. Subject to any governing provisions of law to the contrary, if Subtenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Tenant to Subtenant, Tenant may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Tenant's rights to damages. In the alternative, Tenant may elect to cure any default and the cost of such action shall be added to Subtenant's financial obligations under this Sublease. Subtenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Tenant by reason of Subtenant's defaults. All sums of money or charges required to be paid by Subtenant under this Sublease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law. In the event the Tenant is unable or unwilling to cure any default, the Subtenant has the option to negotiate with the Landlord to directly assume the Prime Lease.

LATE PAYMENTS. For any payment that is not paid within 10 days after its due date, Subtenant shall pay a late fee of \$50.00.

SECURITY DEPOSIT. At the time of the signing of this Sublease, Subtenant shall pay to Tenant, in trust, a security deposit of \$6,000.00 to be held and disbursed for Subtenant damages to the Premises or other defaults under this Sublease (if any) as provided by law.

OTHER PROVISIONS. Any ground lease payments due to the City of Camdenton shall be paid by the Subtenant in addition to the rent. Tenant shall retain the right to use the hangar for pre-existing rental commitments to customers until 10/1/2023, at no cost to Tenant. The sublease is subject to approval by the City of Camdenton, which under the Tenant's existing Prime Lease terms with the City, may not be unreasonably withheld.

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Subtenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

PROPERTY INSURANCE. Landlord, Tenant and Subtenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord and Tenant shall be named as an additional insured in such policies. Subtenant shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Tenant. Tenant shall receive advance written notice from the insurer prior to any termination of such insurance policies. Subtenant shall also maintain any other insurance which Tenant or Landlord may reasonably require for the protection of Tenant's or Landlord's interest in the Premises. Subtenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Subtenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Subtenant shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Tenant and Lessor. Tenant and Lessor shall receive advance written notice from the insurer prior to any termination of such insurance policies.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party. In addition, a copy should be emailed when possible.

TENANT:

Lake Aviation Center, LLC
20 Airport Drive
Camdenton, Missouri 65020

SUBTENANT:

Premier Aviation Services LLC
5315 Melody Ln
Osage Beach, Missouri 65065-3119

LANDLORD:

The City of Camdenton
437 West U.S. Hwy 54
Camdenton, Missouri 65020

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of Missouri.

LANDLORD'S CONSENT. The Prime Lease requires the prior written consent of Landlord to any subletting of the Premises.

INCORPORATION OF PRIME LEASE. This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations and rights of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant"

and "Sublease." The Subtenant herein executes this Sublease with the express acknowledgement that Subtenant has read, reviewed, understands and agrees to comply with all obligations, rights, limitations, and responsibilities contained in the Prime Lease.

TENANT

By: Corey Leuwerke

Date:

Lake Aviation Center, LLC


SUBTENANT

By:

Date:

Premier Aviation Services LLC


LANDLORD


By: John D. McNabb, Mayor

Date: September 19, 2023

The City of Camden

ATTEST:


Renee Kingston, MMC/MPCC
Asst City Administrator/Clerk