



CONTRACT ROUTING MEMORANDUM

FROM: Nicholas Dumas, Airport Director

DEPARTMENT: Airport

DATE: 1/22/2026

SUBJECT / TOPIC: Requesting City Council Approve the Fourth Amendment to Lease with Agape Flights, Inc.

BACKGROUND INFORMATION: Agape Flights, Inc., is a humanitarian relief organization that flies essential goods to communities in need throughout the Caribbean. They originally entered into a lease agreement with the City in 1999 under the name Summa Holdings. In 2005, the First Amendment made minor language changes, allowing a few lease requirements to be optional. In 2015, the Second Amendment reduced the leasehold size, at Agape’s request, and lowered the rent. In 2018, the Third Amendment included a lease extension to February 2039 and a provision for one option for a five-year lease extension.

The proposed Fourth Amendment will modify Exhibit “A” to increase the square footage to accommodate the construction and subsequent operation of a new aircraft hangar. With the increase in square footage, the monthly rent will increase from \$2,580.64 to \$3,464.56. The Fourth Amendment also includes language regarding the construction of new hangar facilities, as shown in Exhibit “B,” which will be at no cost to the City. Finally, this Amendment includes a provision to revise the term to extend the lease an additional 15 years and provides the option to extend by adding two additional 5-year options. If all options are exercised, the lease term will end in 2054.

ACTION REQUESTED: The Airport requests that City Council approve the Fourth Amendment to Lease with Agape Flights, Inc., and authorize the Mayor to execute the Amendment.

Review of Contract Routing Tracker:

N/A

(Initial or Signature to indicate your Review/Approval)

City Manager Reviewed: [s]  _____
Thu Jan 25, 2025 2:11:26 EST

City Attorney Reviewed: [s] _____

Risk Management Reviewed: [s] *Michelle Newman* _____

Finance Department Reviewed: [s] _____

Funds Availability (account #) N/A

Meta-Data Entry:

Vendor Name: Agape Flight

Document Date: 1/22/2026

Expiration Date: 2/29/2054 *(Note: If expiration date must be calculated go to [Date Calculator: Add to or Subtract From a Date](#))*

Contract Type: Term

Contract Term: 18 years + 2 x 5-year options *(Note: Initial term plus renewable # of times for length of term, for example "3 Years + 2 x 1 Year")*

Is this a Capital Improvement Contract No

Insurance Expiration 1 12/16/2026

Insurance Expiration 2 Click or tap to enter a date mm/dd/yyyy.

Is Contract Renewable No

Contract Status Active

One-time E-mail Notification: 30 days

Notify Department 1: Airport

Notify Department 2:

Notify Department 3 Choose a department to be notified.

(*For Record Retention Staff Completion Only*):

Note: Complete the information below just prior to scanning. Then attach this document as the last page of the contract to be scanned.

Scanned by: _____

Date scanned: _____

Original returned to: _____

Date returned: _____

FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease is made and entered into this _____day of _____, 2026, by and between the CITY OF VENICE, a municipal corporation under the laws of the State of Florida, hereinafter called "lessor" and AGAPE FLIGHTS, INC., a Florida corporation, hereinafter called "lessee."

WHEREAS, the lessor and lessee are parties to a Lease dated February 9, 1999, pursuant to an Assignment of Lease dated October 25, 2005, between Commack Realty, Inc., and lessee; and

WHEREAS, on December 15, 2005, lessor and lessee agreed to a First Amendment to Lease Agreement, under which Paragraphs 1, 14, 40, and 42 of the lease were amended to make certain requirements to be performed by the lessee optional due to the unique nature of lessee's use of the leased premises in rendering Christian missionary services to the poor and under-privileged in the Caribbean Islands; and

WHEREAS, on August 25, 2015, lessor and lessee agreed to a Second Amendment to Lease, under which Paragraphs 1, 3, 11, 12, 14, 23, 40, and 42, and Exhibit "A" of the lease were amended to revise certain provisions relating to rent, commercial privileges, insurance, and the land subject to the lease; and

WHEREAS, on August 28, 2018, lessor and lessee agreed to a Third Amendment to Lease, under which lessee and lessor agreed to extend the term of the lease for an additional fifteen (15)-year term ending on February 28, 2039, in exchange for lessee making certain improvements to the leased premises; and

WHEREAS, the lessee has completed the replacement of the entire roof of the building located on the leased premises; however, lessee has not repaired or replaced the aircraft parking apron located on the leased premises due to lessee's interest in building a new hangar facility; and

WHEREAS, the lessor and lessee now desire to amend the lease to increase the land subject to the lease in order to allow for the lessee to construct the new hangar facility on the leased premises, and to amend various other provisions of the lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Lease dated February 9, 1999, and the First, Second, and Third Amendments thereto, the parties agree as follows:

1. The legal description attached hereto as Exhibit "A" describes the premises subject to the lease as of the effective date of this Fourth Amendment to Lease and shall hereafter replace Exhibit "A" to the lease and any all references to Exhibit "A" contained in the lease or this Fourth Amendment to Lease.

2. Lessee shall, at no cost to lessor, and in accordance with the terms and conditions of the lease, as amended, including, but not limited to Paragraph 15 "REPAIRS AND DESTRUCTION OF IMPROVEMENTS" and Paragraph 52 "CONSTRUCTION OF IMPROVEMENTS," construct a new hangar facility on the leased premises as shown in the Site & Development Plan attached hereto as Exhibit "B."

3. Either: (a) effective the first day of the month immediately subsequent to lessee receiving a certificate of occupancy for the new hangar facility on the leased premises; or, (b) eighteen (18) months from the date on which lessee has received approval from the City of Venice Planning Commission of the Site & Development Plan, as generally shown in Exhibit "B" and received all other permits and approvals from the City of Venice allowing for the construction of the new hangar facility on the leased premises, whichever occurs earlier, Paragraph 3 of the lease "RENT" shall be modified to reflect that the monthly rent shall be three thousand, four hundred sixty-four and 56/100 dollars (\$3,464.56). All other provisions related to the monthly rent under

Paragraph 3, as amended, shall remain in full force and effect.

4. In consideration for lessee completing the improvements to the leased premises as set forth in Exhibit "B," the requirement that lessee repair and/or replace the entire aircraft parking apron located on the leased premises, as provided for under the Third Amendment to Lease, is hereby waived upon lessee receiving a certificate of occupancy for the new hangar facility on the leased premises.

5. Paragraph 2 of the lease "TERM" is amended to the following:

The initial term of this lease shall be for twenty-five (25) years, commencing on March 1, 1999, and ending on February 29, 2024. Lessor and lessee hereby mutually agree to extend the term of this lease for an additional fifteen (15) years, with said extension term of the lease running from March 1, 2024, and ending on February 28, 2039. Provided that the lessee shall have paid the rent and any other payments required hereunder and performed all of the terms, covenants, and conditions hereof and not be then in default, lessee is hereby given the option to renew this lease for three (3) additional periods of five (5) years each, commencing on March 1, 2039, March 1, 2044, and March 1, 2049, respectively. Lessee shall exercise these options by giving written notice to the lessor at least one (1) year prior to the expiration of the then current term. As used in this lease, the expression "term of this lease" refers to such initial term, the extension term, and any renewal term of this lease as provided herein.

6. All other terms and conditions of the lease dated February 9, 1999, as amended by the First, Second, and Third Amendments to this lease, not specifically amended herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

AGAPE FLIGHTS, INC.

Witness:

By: _____

Title: _____

Witness:

Attest:

CITY OF VENICE, FLORIDA

Kelly Michaels, City Clerk

By: Nick Pachota, Mayor

Approved as to Form and Correctness

Kelly Fernandez, City Attorney

EXHIBIT "A"

LEASED PREMISES

DESCRIPTION: (Parcel # 0431030009 per Sarasota County Property Appraiser)

A parcel of land in the NW ¼ of Section 19-39-19 described as follows:

COMMENCE at the NW corner of Section 19-39-19; thence S.89°48'15"E., a distance of 1846.72 feet; thence S.00°23'18"W., a distance of 194.71 feet to the POINT OF BEGINNING on the South right of way of Airport Ave.; thence S.89°35'39"E., a distance of 104.46 feet; thence S.00°23'18"W., a distance of 381.82 feet; thence N.89°36'55"W., a distance of 226.46 feet; thence N.00°23'18"E., a distance of 212.67 feet; thence S.89°37'23"E., a distance of 122.00 feet; thence N.00°23'18"E., a distance of 169.17 feet to the POINT OF BEGINNING.

Parcel contains 65,832 square feet more or less

- AND -

DESCRIPTION: (Prepared by Levine Surveying and Mapping, LLC)

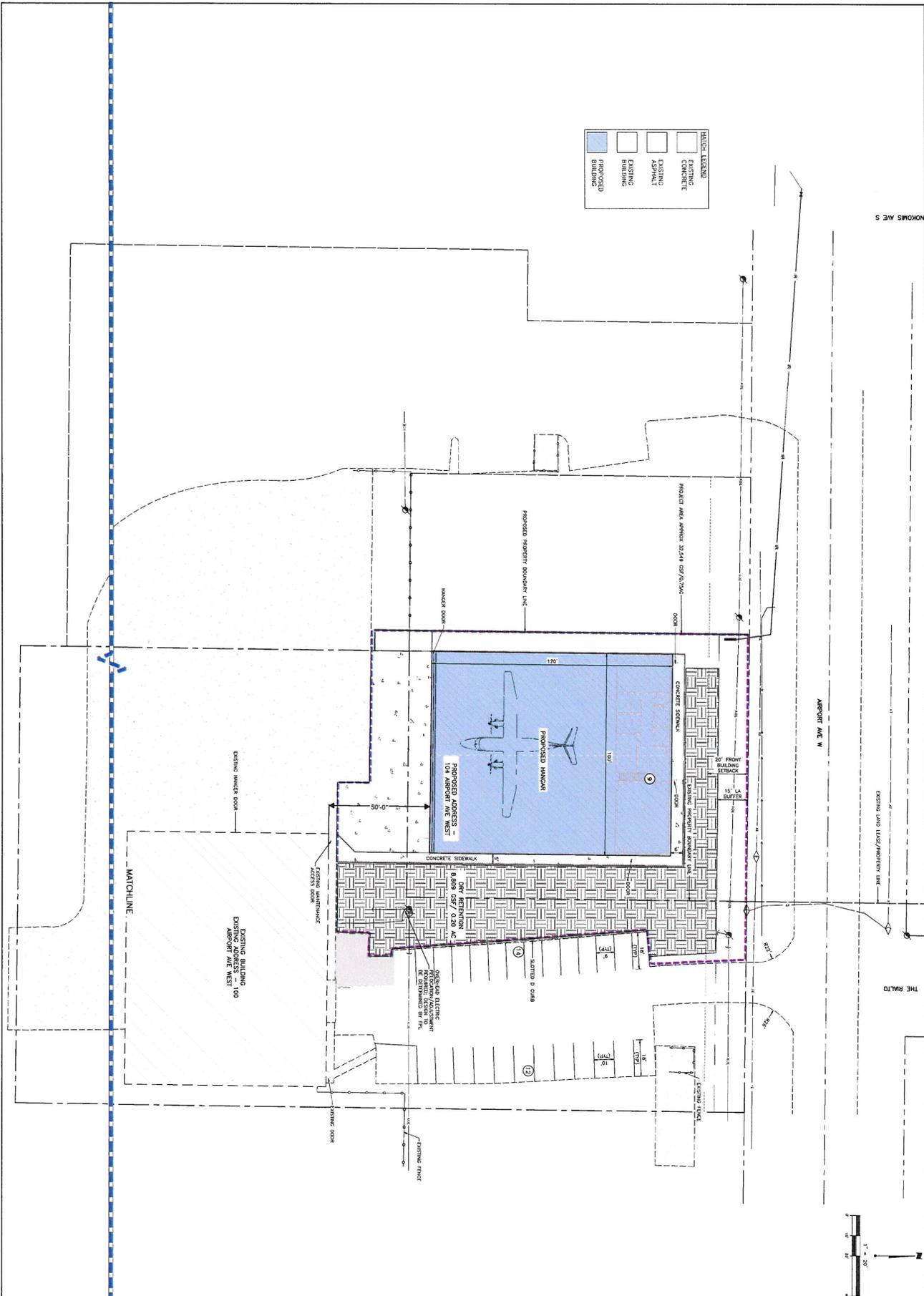
A parcel of land in the NW ¼ of Section 19, Township 39 South, Range 19 East, Sarasota County, Florida, described as follows:

COMMENCE at the NW corner of said Section 19; thence S.89°48'15"E., a distance of 1,846.72 feet; thence S.00°23'18"W., a distance of 194.71 feet to the POINT OF BEGINNING on the South right of way of Airport Ave.; thence continue S.00°23'18"W., a distance of 169.17 feet; thence N.89°37'23"W., a distance of 122.00 feet; thence S.00°23'18"W., a distance of 19.02 feet; thence N.89°37'23"W., a distance of 10.13 feet; thence N.00°23'18"E., a distance of 188.26 feet; thence S.89°35'39"E., along said South right of way of Airport Ave., a distance of 132.13 feet to the POINT OF BEGINNING.

Parcel contains 22,549 square feet more or less

EXHIBIT "B"

SITE & DEVELOPMENT PLAN
NEW HANGAR FACILITY



04

Mel-Haven
 PASSIONATE ENGINEERING
 ADDRESS:
 5342 CLARK RD #1162
 SARASOTA, FL 34233
 PHONE: (941) 465-3742
 WWW.MELHAVENENGINEERING.COM

11

AGAPE HANGAR ADDITION	DATE: 08/2024
100 AIRPORT AVE WEST VENICE, FL 34285	DRAWN BY: BB
MASTER SITE PLAN SCALE 1" = 20'	CHECKED BY: MDS
	JOB NO: 2024-003

MELANE DELEHANTHY SMITH, PE FL #75447
 PROFESSIONAL ENGINEER

REV.	DATE	DESCRIPTION	REVISION
12/27/2023		REVISED PER CITY COMMENTS. NEW SURVEY INFORMATION REFLECTED.	
03/25/2025		REVISED PER CITY COMMENTS. NEW - REQUIRED 8'0" SETBACK SO	

Memo for City Council to Approve the Fourth Amendment to the Lease for Agape Flight at Venice Municipal Airport

Final Audit Report

2026-01-27

Created:	2026-01-22
By:	Nicholas Dumas (ndumas@venicefl.gov)
Status:	Signed
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"Memo for City Council to Approve the Fourth Amendment to the Lease for Agape Flight at Venice Municipal Airport" History

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 Agreement completed.

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