

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: December 5, 2006

Consent     Regular  
 Workshop     Public Hearing

Submitted By: Department of Airports

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: Five (5) original contract(s)/agreement(s)/grant(s) for the Department of Airports:

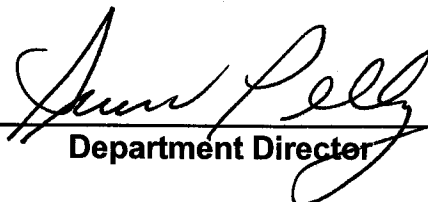
- A) Agreement to Terminate Hangar Lease Agreement for North County General Aviation Airport with Col-Da, LLC, Hangar Unit No. 1, Building 11220, effective 10/31/2006. (Amends R-2004-0017)
- B) Hangar Lease Agreement for North County General Aviation Airport with George Marburger, Hangar No. 11220-02, effective 10/31/2006.
- C) Affidavit of Posting Resolution to amend the Palm Beach County Airport Rules and Regulations to provide for non-commercial self service fueling operations; providing for inclusion in the Code of Laws and Ordinances. (R-2006-2087)
- D) Affidavit of Posting Non-Commercial Self-Service Fueling. (R-2006-2088)
- E) Airline-Airport Use and Lease Agreement with Southwest Airlines Company, effective 10/19/2006.

**Summary:** Delegation of authority for execution of these standard County agreements above was approved by the BCC pursuant to R-20041367, R-2003-1047 and R-2006-1906. **Countywide (LMB)**

**Background and Justification:** N/A

**Attachments:** Five (5) Standard Agreements for the Department of Airports

Recommended By: \_\_\_\_\_

  
Department Director

11/6/06

Date

Approved By: \_\_\_\_\_

  
County Administrator

11/8/06

Date

**AGREEMENT TO TERMINATE  
HANGAR LEASE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
COL-DA, LLC.**

This Agreement (this "Agreement") is made and entered into OCT 31 2006, 2006 by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Col-Da, LLC, whose address is 11690 Stonehaven Way, West Palm Beach, Florida, 33412 (the "LESSEE").

**WITNESSETH:**

**WHEREAS**, COUNTY, by and through its Department of Airports (the "Department"), owns and operates the North County General Aviation Airport (the "Airport") located in Palm Beach County, Florida; and

**WHEREAS**, pursuant to that certain Hangar Lease Agreement between COUNTY and LESSEE dated January 13, 2004 (R-2004-0017) (the "Hangar Lease Agreement"), LESSEE leases that certain hangar unit # 1, building 11220 on Airport property; and

**WHEREAS**, LESSEE has requested to terminate the Hangar Lease Agreement; and

**WHEREAS**, COUNTY has no objection to the termination of the Hangar Lease Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Agreement.
2. The parties hereby agree that the Hangar Lease Agreement shall be terminated effective November 30, 2006 (the "Termination Date").
3. COUNTY shall return LESSEE's security deposit within thirty (30) days of the Termination Date.
4. This Agreement shall become effective upon execution by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witnesses:

Connie Shoffner  
Signature

Connie Shoffner  
Print Name

[Signature]  
Signature

Colleen Hawkins  
Print Name

By: [Signature]  
County Administrator or designee

Witnesses:

Mary A. Cole  
Signature

MARY A. COLE  
Print Name

Charli Mickelson  
Signature

Charli L. Mickelson  
Print Name

LESSEE:

By: [Signature] *for COL-DA LLC*

JAMES R. Cole  
Print Name

Title: Manager, COL-DA LLC

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]  
County Attorney

**NORTH COUNTY GENERAL AVIATION AIRPORT  
HANGAR LEASE AGREEMENT**

OCT 31 2006

This Lease, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, (the "Effective Date") by and between Palm Beach County, a political subdivision of the state of Florida ( the "COUNTY"), and Neal George Marburger., whose address is 250 South Australian Ave. Suite 1405, West Palm Beach, Florida 33401 ("LESSEE").

**WITNESSETH**

**WHEREAS**, COUNTY, by and through its Department of Airports ( the "Department"), owns and operates the North County General Aviation Airport ( the "Airport") located in Palm Beach County, Florida; and

**WHEREAS**, COUNTY has certain property at the Airport which is available for lease; and

**WHEREAS**, LESSEE has indicated willingness and demonstrated the ability to lease the Airport property in accordance with the terms and conditions of this Lease.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions.

1. **Term.** The term of this Lease shall be for a period of one (1) year commencing on the 1st day of October, 2006, (the "Commencement Date") and terminating on the 30<sup>th</sup> day of September, 2007. This Lease shall be automatically renewed at one (1) year intervals thereafter; provided, however, either party may elect to not renew this Lease upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term.

2. **Premises.** COUNTY hereby leases to LESSEE and LESSEE hereby rents from COUNTY that certain hangar identified as unit number 2, Building 11220, containing a total of 1,400 square feet, located at the Airport, all as more particularly described on Exhibit "A", dated May 1, 1997, attached hereto and made a part hereof (the "Premises").

3. **Rental.** LESSEE shall pay COUNTY as the initial annual rental for the Premises, the sum of Four Thousand Eight Hundred Dollars (\$4,800.00), payable in equal monthly installments of Four Hundred Dollars (\$400), plus any applicable taxes as may be required by law. Payment of rental by LESSEE to County shall commence on the Commencement Date. Rental shall be payable in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every month throughout the term of this Lease, as adjusted in accordance with the provisions of Section 5 below. If the Commencement Date occurs on a day other than the first day of a month, LESSEE shall pay rent from the Commencement Date to the first day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Commencement Date. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. Rental payable for each month during any renewal term shall be the monthly rental in effect for the prior year, as adjusted in accordance with the provisions of Section 5 below. Rental shall be made payable to Palm Beach County Board of Commissioners and shall be mailed or hand delivered to the following address:

Department of Airports  
Fiscal Department  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470

COUNTY may, at any time, elect to hire, utilize, or select an agent(s) to administer this Lease and to collect rent payments on behalf of COUNTY and the Department. COUNTY will provide thirty (30) days written notice to LESSEE prior to any change in payment procedure or the payment addresses. COUNTY may offer alternative methods of payment, including, but not limited to, payment by debit card, credit card, or similar method of payment. If LESSEE selects an alternative method of payment, LESSEE agrees to abide by any terms and conditions promulgated by COUNTY in connection with the abovementioned method of payment. Interest at the rate established from time-to-time by the COUNTY (currently set at one and one-half percent [1-1/2%] per month not to exceed eighteen percent (18%) per annum) shall accrue against the delinquent payment(s) from date due until the date payment is received by the Department. Notwithstanding the foregoing, COUNTY shall not be prevented from terminating this Lease for default in the payment of rentals or from enforcing any other provisions contained herein or implied by law.

4. **Payment of Taxes.** LESSEE shall pay any and all taxes and other costs lawfully assessed against its leasehold interest in the Premises, its improvements and its operations under this Lease. LESSEE shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending LESSEE's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, LESSEE shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

5. Adjustment of Rent. The amount of rentals due hereunder may be adjusted from time-to-time by the COUNTY. In such event, LESSEE shall be provided at least ninety (90) days advance written notice prior to the commencement of any new rental rate. Notwithstanding anything to the contrary contained in this Lease, the rental rate shall be maintained at all times to ensure compliance with the provisions Section 710 (rate covenant) of the Palm Beach County Airport System Revenue Bond Resolution, dated April 3, 1984, as amended, and supplemented (the "Bond Resolution"), which is hereby incorporated by reference and made a part hereof.

6. Security Deposit. LESSEE shall pay to COUNTY, prior to the Effective Date of this Lease, a refundable security deposit, in the form of a certified or cashier's check, in an amount equal to three (3) months rental due hereunder. The security deposit shall be held by the Department and will be refunded to LESSEE upon termination of this Lease provided that LESSEE is not in default of any of the provisions of this Lease; the Premises are left in good and serviceable condition, to be determined in the sole discretion of the Department; all rentals, fees, and taxes due are paid in full by LESSEE; and LESSEE has returned the Airport access card key to the Department. If there is a rental or fee deficiency or if the Premises require maintenance or repair in order to be returned to serviceable condition, the Department may apply the security deposit, or any part thereof, to the deficiency or to costs incurred by COUNTY, plus any applicable administrative overhead.

7. Additional Rent. Any and all sums of money or charges required to be paid by LESSEE under this Lease, other than the annual rent, shall be considered "Additional Rent," whether or not the same is specifically so designated, and COUNTY shall have the same rights to enforce due and timely payment by LESSEE of all Additional Rent as are available to COUNTY with regard to annual rent.

8. Description of Specific Privileges, Uses and Rights. The County hereby grants to LESSEE, the limited right to use the Premises for the following purposes, and for no other purposes whatsoever, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease:

A. LESSEE shall use the Premises to store aircraft which are owned by or leased to LESSEE and registered with the Department in accordance with the provisions of this Lease (the "Registered Aircraft").

FAA Registration No. N8128J

Make: Piper

Model: PA-34

LESSEE shall promptly register all aircraft being stored within the Premises with the Department. LESSEE shall not use the Premises for any commercial purpose, including, but not limited to, the sale of products or services of any kind, whether or not such transactions are engaged in for a profit. LESSEE shall not store or park aircraft within the Premises, which are not owned or leased by LESSEE and registered with the Department in accordance with the provisions of this Section.

B. LESSEE may perform preventive maintenance on the Registered Aircraft, of the kind and to the extent permitted by Title 14, Part 43.3 Appendix A, paragraph (C) of the Code of Federal Regulations entitled "Preventive Maintenance", as may be amended from time to time. LESSEE shall not perform repairs or maintenance to its Aircraft on any ramp, apron, taxiway, runway or other public area of the Airport.

C. LESSEE agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations including, but not limited to, the Palm Beach County Airport Rules and Regulations, Resolution No. R-98-220, as amended and as may be amended from time to time.

D. LESSEE's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.

E. LESSEE may place within the Premises a small desk, workbench, tool cabinet and necessary small hand tools required for work permitted under Section 8(B) above.

F. LESSEE may store parts and accessories within the Premises for the Registered Aircraft; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on the Registered Aircraft for the Premises is prohibited.

G. LESSEE may park one (1) operable automobile within the Premises, but only while the Registered Aircraft is in use.

H. LESSEE may install within the Premises one (1) hand-operated winch, and/or one (1) motorized towing vehicle to assist with maneuvering and hangaring of aircraft.