

AGENDA ITEM SUMMARY

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted For: Department of Airports

Recommended By:

Department Director

Date _____

Approved By:

County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$13,000				
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$13,000				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No X
Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4111 Department 121 Unit A301 Object 6504
Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Department currently anticipates the construction project to begin on June 24, 2018 and to be completed within five weeks. This Amendment provides for a rental credit \$2,600 per week until the project is completed.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Sharon 5/31/18
OFMB (210) 5/25 98 6/25
5/30

Contract Dev. and Control

B. Legal Sufficiency:

JP 6/7/18
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Michael Faren is the Secretary of Galaxy Aviation of Lantana Inc. d/b/a Stellar Aviation of Palm Beach, a corporation organized and existing in good standing under the laws of the State Florida hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 15th day of May, 2018, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

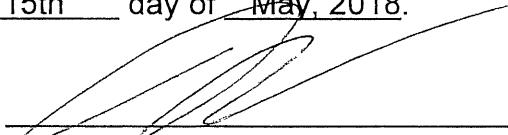
RESOLVED, that the Corporation shall enter into that certain Second Amendment to Amended and Restated Fixed Base Operator Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Jonathan Miller, the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 15th day of May, 2018.



[Signature]

Corporate Seal

Michael Faren, Secretary

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Wednesday, May 23, 2018

Simple View

Certificate Images

Documents

Insured: Galaxy Aviation of Lantana Inc. Insured ID: LNA-GL-14-01

Status: Compliant (with overrides)

ITS Account Number: PLC762

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 4/1/2019			
General Aggregate:	\$2,500,000	\$5,000,000	
Products - Completed Operations Aggregate:	\$2,500,000	\$2,500,000	
Personal And Advertising Injury:	\$2,500,000	\$2,500,000	
Each Occurrence:	\$2,500,000	\$2,500,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 4/1/2019			
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 4/1/2019			
	WC Stat. Limits	WC Stat. Limits	X
<u>Environmental Liability</u>			
Expiration: 4/1/2019			
Each Occurrence:	\$1,000,000	\$1,000,000	
Aggregate Limit:	\$2,000,000	\$2,000,000	
<u>Aircraft Liability</u>			
Expiration: 4/1/2019			
	Hangarkeepers Legal Liability	Hangarkeepers Legal Liability	
	Additional Insured	Additional Insured	
Each Occurrence:	\$2,500,000	\$2,500,000	
Aggregate Limit:	\$2,500,000	\$2,500,000	

Special Problems

- The Certificate Holder name and address must be revised on the Aviation Commercial General Liability certificate to read: Palm Beach County C/O Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801

Notifications (Show All)

The following letters were issued:

Mar 06 2018 - Renewal Letter

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

**SECOND AMENDMENT TO AMENDED AND RESTATED
FIXED BASE OPERATOR LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY
AND GALAXY AVIATION OF LANTANA, INC.**

1

This Second Amendment to Amended and Restated Fixed Based Operator Lease Agreement (this "Amendment") is made and entered into this _____, 2018 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Galaxy Aviation of Lantana, Inc., d/b/a Stellar Aviation of South Palm Beach, a Florida corporation, having its office and principal place of business at 2633 Lantana Road, Suite 18, Lantana, Florida 33462 ("Tenant").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns and operates the Palm Beach County Park Airport ("Airport"), which is located in Palm Beach County, Florida; and

WHEREAS, the parties entered into that certain Amended and Restated Fixed Base Operator Lease Agreement dated June 21, 2016 (R-2016-0759), as amended (the "Lease"); and

WHEREAS, County is in the process of causing improvements to be made to the Airport in accordance with that certain Contract with West Construction, Inc., dated July 11, 2017 (R-2017-0935) as a part of the Southside Redevelopment Program Phases 1 and 2, which will require the temporary relocation of the aircraft located in Hangars 502, 504, 506, 508 and 510 (hereinafter collectively referred to as the "500 Row Hangars") in order to expedite the project ("Project"); and

WHEREAS, Tenant has agreed to temporarily relocate the aircraft located in the 500 Row Hangars to a community hangar, which will require additional staff to coordinate aircraft movements and result in a loss of rental income; and

WHEREAS, the parties now desire to amend the Lease as provided for herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and 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 foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings set forth in the Lease.

2. County shall notify Tenant in writing of the date ("Relocation Deadline") it requires the temporary relocation of the aircraft located in the 500 Row Hangars, which date is currently anticipated to be June 24, 2018, but may be extended due to unanticipated construction delays. Tenant shall cause the aircraft in the 500 Row Hangars to be relocated on or before the Relocation Deadline, which shall not occur prior to June 24, 2018. County agrees to reimburse Tenant the amount of \$2,600 per week in the form a rental credit from the Relocation Deadline through the date ("Restoration Date") County notifies Tenant in writing that it may allow aircraft to be stored in the 500 Row Hangars again. For purposes of this Amendment, the term "week" means a period of seven (7) days, commencing on Sunday and ending on Saturday. In the event the Relocation Deadline or Restoration Date occurs on a day other than Sunday, the weekly rental credit provided in this paragraph shall be calculated and reimbursed to Tenant on a per diem basis. Rental credits shall be applied by County consecutively and in their entirety against amounts payable to County as they become due, until such time as there are no rental credits remaining. Notices provided under this paragraph by County to Tenant may be made by electronic mail to the following address: jmiller@stellaraviationgroup.com.

3. Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect.

4. This Amendment shall become effective when signed by both parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

ATTEST:

SHARON R. BOCK
Clerk and Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by its Board of County Commissioners

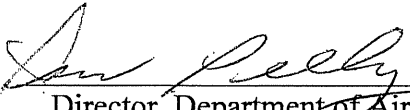
By: _____
Melissa McKinlay, Mayor

(SEAL)

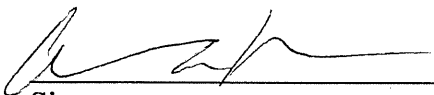
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

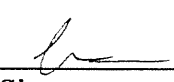
APPROVED AS TO TERMS
AND CONDITIONS

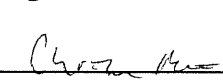
By: 
Director, Department of Airports

Signed, sealed and delivered in the
presence of two witnesses for
TENANT:



Signature

Aaron Klein
Print Name


Signature


Print Name

TENANT:
Galaxy Aviation of Lantana, Inc. d/b/a
Stellar Aviation of South Palm Beach

By: 
Signature

Jonathan McKee
Print Name

President
Title

(SEAL)

Galaxy Aviation of Lantana, Inc.
d/b/a Stellar Aviation of South Palm Beach
Estimate of Economic Impact of 500 Row Ramp Rehabilitation

2

Hangar Sq. Ft. Displaced (502, 504, 506, 508 & 510)	11,895 sq. ft.
Average Annual Stellar Community Hangar Rate	8.00 p.s.f.
Average Monthly Hangar Income Loss	7,930.00 per month
Average Weekly Hangar Income Loss	1,982.50 per week
Estimated Weekly Overtime Hours for Hangar Movements	25 per week
Overtime Hourly Wage	24.75 per hour
Estimated Weekly Overtime Cost	618.75 per week
Total Weekly Income Loss and Overtime Cost	<u>2,601.25</u> per week