

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: March 14, 2023 [x] Consent [] Regular
[] Workshop [] Public Hearing
Submitted By: Department of Airports
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement for Reimbursement (Agreement) with Galaxy Aviation of Lantana, Inc. d/b/a Stellar Aviation of South Palm Beach (Stellar), providing reimbursement, in the form of rental credit, to Stellar in the amount of \$18,511.65 for emergency repairs to a sewer line at the Palm Beach County Park Airport (Lantana Airport).

Summary: Stellar provides fixed based operator services at the Lantana Airport pursuant to an Amended and Restated Fixed Base Operator Lease Agreement (Lease) (R-2016-0759, as amended). In August 2022, Stellar completed emergency repairs to a sewer line costing \$18,511.65. At the time of the repair, Department of Airports (DOA) and Stellar believed the work fell under Stellar’s responsibility under the Lease. After the work commenced, DOA and Stellar discovered the damage was caused by work previously undertaken by the County. As a result, Stellar has requested reimbursement of its costs to perform the repairs. DOA has reviewed the scope of work, which included the excavation of pavement, restoration of the sewer line and patching of the pavement, and associated charges and finds the scope and costs to be reasonable; therefore, DOA recommends reimbursement of Stellar’s costs for the repair in the form of rental credit. The Lease currently provides Stellar with rental credit for the completion of certain repairs and maintenance up to \$2 million over the term of the Lease; however, the sewer line repair is not specifically listed as an expense eligible for reimbursement. This Agreement provides that the cost of the sewer line repair will be counted against the current rental credit provided for under the Lease. **Countywide (AH)**

Background and Justification: Under the Lease, Stellar is entitled to reimbursement in the form of rental credit up to \$2 million for certain repair costs. Stellar has been reimbursed a total of \$1,548,784 since the start of the Lease, including \$12,715 for costs incurred Fiscal Year 2022.

Attachment:
1. Agreement (3)

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Recommended By: Pa [Signature] 2-16-23
Department Director Date
Approved By: Pa [Signature] 3/10/23
County Administrator Date
=====

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures					
Operating Costs	<u>\$18,512</u>				
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u><u>\$18,512</u></u>				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No _____
 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:

Reimbursement of \$18,511.65 will be made by rent credit.

C. Departmental Fiscal Review:

Debbie Duncanson

III. REVIEW COMMENTS

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

Laura Mata 2/24/2023
 OFMB
 EGW
 2/24/23

A. J. Jacobson 3/2/23
 Contract Dev. and Control
 Mtd 2/28/23

B. Legal Sufficiency:

Anne Nelson 3/6/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT FOR REIMBURSEMENT
BETWEEN PALM BEACH COUNTY
AND GALAXY AVIATION OF LANTANA, INC.**

This Agreement for Reimbursement (this "Agreement") is made and entered into this _____, 20__ 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 ("Galaxy").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports ("Department"), 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"), under which Galaxy operates and maintains a fixed base operation ("FBO") at the Airport; and

WHEREAS, Galaxy incurred expenses in connection with an emergency repair at the Airport which is not addressed in the Lease, and which County desires to reimburse Galaxy, as provided 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. Galaxy certifies that it incurred the sum of Eighteen Thousand, Five Hundred Eleven Dollars and 65/100 cents (\$18,511.65) for those costs detailed in Exhibit "A" attached hereto (the "Repair Costs"); that Galaxy or its contractor has fully completed the repairs listed in Exhibit "A", the Repair Costs; that Galaxy has fully paid the Repair Costs in full; and the circumstances of the repairs were not specifically addressed under the Lease.

2. County and Galaxy agree the Repair Costs shall be eligible for reimbursement to Galaxy as a Repair Credit in accordance with Section 10.05 of the FBO Lease.

3. Except as herein provided, this Agreement in no way modifies or amends the terms of the Lease. All terms and conditions of the Lease shall remain in full force and effect.

4. This Agreement 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 Agreement, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

ATTEST:

JOSEPH ABRUZZO
Clerk of the Circuit Court and
Comptroller

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

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Anne Delgant
Senior Assistant County Attorney

By: [Signature]
Director, Department of Airports

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

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

[Signature]
Signature
Michael Faron
Print Name

By: [Signature]
Signature
Jonathan Miller
Print Name

[Signature]
Signature
Kelly Jones Fisk
Print Name

President
Title

(SEAL)

EXHIBIT "A"

THE "REPAIR COSTS"



1000 W. Industrial Ave., Boynton Beach, FL 33426 Tel. 561-572-2600 Fax 561-572-2601

CGC1524317

Date: Tuesday, October 11, 2022

Proposal # 2022-1779

Submitted To: Aaron Klein Stellar Avation 2633 Lantana Rd Ste 18 Lantana, FL 33462 Contact Information: Phone: (561) 445-7991 Mobile: E-mail: Inafbo@fboassociates.com	Site Description: # S130582 Lantana Airport 2633 Lantana Rd Ste 18 Lantana, FL 33462	Prepared By: Ameer Hamdallah Contact Information: Mobile: Office: (561) 572-2600 E-mail:
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Due to the volatility of the market, material costs increases are subject to change up to and including the day of commencement of work on this project. This proposal reflects material pricing as of 10/11/22.

Qty	Proposed Service(s) & Description(s)
90 Sq. Ft.	PATCHWORK IN (1) AREA <i>Set up proper Maintenance of Traffic (cones, barricades, etc.).</i> <i>Sawcut/mill damaged asphalt and remove.</i> <i>Haul milled asphalt to local asphalt plant for recycling.</i> <i>Remove and compact base material, as needed.</i> <i>Apply tack coat to area in preparation of new asphalt.</i> <i>Install up to 3.5" of new hot plant mixed asphalt, Type SP-9.5. Any variance in thickness of asphalt will be priced accordingly.</i> <i>Roll and compact new asphalt, matching elevations of new asphalt to existing surfaces.</i>

PAYMENT TERMS 50% On Signing remainder due upon completion

Project Total: \$2,600.00

This proposal may be withdrawn at our option if not accepted within 7 days of Oct 11, 2022

Pavement Consultant Ameer Hamdallah

Accepted Authorized Signature



TERMS AND CONDITIONS

The Paving Lady. hereafter referred to as "TPL"

Asphaltic concrete is a practical, clean, long-life pavement. Relatively soft when laid, it hardens with age. It usually "tire marks" for several months and there is a noticeable porosity at first, but rubber tire traffic will smooth these areas, sealcoating is also recommended to protect the asphalt and produce a smooth beautiful finish. Gasoline and oil spills will soften and dissolve the asphalt.

We cannot be responsible for the following:

- * Cracks in asphalt that may appear.
- * Grass that grows through new asphalt. It can be killed by a commercial weed killer.
- * Puddles under 1/4" where grade is less than 1" in 10 feet.
- * Puddles when patchwork is done.
- * Damage to sidewalks when it is necessary to cross them with our equipment to complete the job.
- * Damage to underground water, electric or utility lines.
- * Excessive cleaning, dirt or debris removal will result in additional costs to contract total.
- * Any damage caused by rain or sprinkler water.
- * If closed off area of construction is entered by anyone other than The Paving Lady staff and damage is done to this area or other areas, you will be charged for all repairs to said area.
- *New asphalt edges being damaged by weed eaters or lawn mowers.

This proposal is based on work being completed during the hours of 7:00 am and 5:00 pm, Monday through Friday (excluding holidays and weekends) unless otherwise stated in contract.

Any punch list items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.

If quantities are provided by client and plans are not available for review prior to submitting quote, final payment to be based upon actual quantities installed as determined by field measurements upon completion.

Any changes to this proposal without prior approval from The Paving Lady will void this proposal. All changes must be initialed by both parties. If The Paving Lady does not initial changes, original prices will be stated in proposal. **No work will be scheduled without a signed proposal and a deposit.**

When this form is signed by Customer and an officer of The Paving Lady it becomes a contract and customer agrees to pay for work completed, at the contract terms. Should a dispute arise between contractor and client, it will be negotiated in arbitration and mediation. Customer agrees to pay interest at a rate of 1.5% per month from date of completion on the unpaid balance. In addition, client shall [pay all legal costs and expenses including reasonable attorney's fees, if not resolved in mediation.

Materials and workmanship guaranteed one year from date of completion of work. No warranties will be honored unless payment is paid in full.

- *All deposits are non-refundable upon cancellation of contract by client for any reason.
 - *The Paving Lady shall not be responsible for "Bird Baths" on parking lots when the design grade is less than 1% fall. In the event that any work is done under this agreement as amended, or any side agreement, by The Paving Lady, Inc., which work is on public property, the customer agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder.
 - *It is expressly agreed that there are no promises, agreements, or understandings not set out in this contract. Any subsequent cancellations or modifications must be mutually agreed upon in writing. Unless otherwise agreed, any additional; expense not covered by this quotation which is incurred by The Paving Lady as a result of utility conflicts, adverse weather or interruptions, delays or damages caused by other contractors will be borne by customer.
- Unless a time for the performance of The Paving Lady's work is specified, The Paving Lady shall undertake its work in the course of its normal schedule. The Paving Lady shall not be liable for any failure to undertake or complete work due to causes beyond its control, including but not limited to fire, flow, or other casualty, labor disputes, accidents or acts of God, whether directly or indirectly affecting this work or other operation in which The Paving Lady is involved.
- Unless otherwise agreed herein, payment terms are net cash, upon receipt of The Paving Lady's invoice. All moneys not paid when due shall bear interest at the maximum rate allowed by law at the project. Progress payments will be made on a monthly basis.

Notice Of Lien: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Customer Initial _____ Date _____





PATCHWORK CONDITIONS

-
1. Contract contingent upon property representative meeting with estimator to agree on scope of work.
 2. Contractor not responsible for the existing conditions of car stops. We suggest you scrape and/or pressure clean them prior to start of asphalt work.
 3. Price based on existing asphalt being 1" thick, if existing asphalt is more than 1" thick, there will be additional disposal fees.
 4. New asphalt pavement is subject to scuffing and marking until cured.
 5. Contractor cannot guarantee against future settling or elevations because the backfill work was done by others.
 6. Subgrade to be + or - 1/10th to grade. By others.
 7. BY OTHERS: Stake-out, elevations, densities, as-builts layout, landscaping, irrigation, electrical, demucking, demolition, clearing, grubbing and tree removal.
 8. If existing rock base is not sufficient per governing code, you will be billed for additional material and machine time.
 9. Contractor not responsible for damage to landscaping, irrigation, or the condition of trees, after the saw cutting and patching process when repairing root damage. Due care will be given.
 10. Buried utility lines and irrigation to be relocated or repaired by client.
 11. Handicap stalls are being re-stripped per existing format, liability will not be assumed, and we make no claim that they are in current compliance with local, county, state or federal ADA codes.
 12. Traffic control and/or MOT by others.
 13. Price contingent upon all work being awarded and done at the same time.
 14. Contractor not responsible for damages caused to or by the vehicles or persons trespassing in designated work areas. areas will be barricaded.
 15. Any drainage problems of existing lot requiring a change in elevations requires engineered drawings.
 16. Contractor not responsible for pre-existing sub-surface conditions.
 17. Permits to be obtained by this contractor, permit fees, processing fees and any additional work required by permit will be extra.
 18. If a permit is required in Broward or Palm Beach County there will be a \$500.00 expediting fee. In Dade County, there will be a \$750.00 expediting fee.
 19. If owner/agent directs work to be completed without required permitting, all costs permit fees, procurement fines will be the sole responsibility of client.
 20. Upon final inspection, City Inspector may require additional changes to site, which are not included in this proposal.
 21. Contractor not responsible for pre-existing water problems.
 22. All new construction requires survey and/or engineered drawings with proposed and existing elevations.
 23. No offsite improvements included unless specifically noted and/or priced.
 24. If flagmen are required there will be an additional charge.
 25. Due to condition of existing asphalt we cannot warranty reflective cracking.
 26. All pre-existing vegetation growing in asphalt to be treated with herbicide by landscaper prior to overlay.
 27. Tracking on roadways will occur from heavy trucks with tack on their wheels hauling asphalt.
 28. Install traffic barrier cones, string and ribbon at work areas as necessary included.
 29. Patchwork does not address drainage or may hold water after repair.
 30. Any items not specified in our proposal will be an extra to the contract.

Customer Initial _____ Date _____



Invoice

P.O. Box 966
 Lake Worth, FL 33460
 561-310-6435
 IntegrityPlumbingAndDrain@gmail.com

Date	Invoice #
8/31/2022	7559

Job Location
2615 Lantana Rd Lake Worth, FL 33462

Bill To
Stellar Aviation Aaron 2633 Lantana Rd Ste 18 Lake Worth, FL 33462



P.O. No.

Quantity	Description	Rate	Amount
1	08-25-2022 Manhour Labor (Tan) Customer reported: Toilet leaking at base again Upon arrival, inspected toilet in Hanger bathroom. No leaks detected after flushing multiple times. Everything in good working condition. 08/31/2022	145.00	145.00
3	08/31/2022 Manhour Labor (Tan) Plan of Service: Snake & camera down stream towards city sewer Upon arrival, Dan of PBH stated that the city came out and jetted the main sewer. After using multiple sewer machines, issues are still present. Must return to use camera to locate blockage. Also, installed new angle stop on leaking toilet. Capped 4" toilet line. ***Recommendation: Hydrojet/camera main from toilet and 4" clean out.***	145.00	435.00
1	09/01/2022 Compact Camera Charge (Add-on Service Discounted)	262.50	262.50
7.5	Manhour Labor (Tan)	145.00	1,087.50
7.5	Manhour Labor (Dan)	145.00	1,087.50
7.5	Plumbers Helper (Pat) Plan of Service: Jet and camera main sewer line from manhole and toilet drain.	75.00	562.50

Thank you for choosing Integrity Plumbing and Drain, Inc for all your plumbing needs.

Total
Payments/Credits
Balance Due



If you liked our service, Click on the link below:

<https://search.google.com/local/writereview?placeid=ChIJ6fOF86HX2IgReFRG1r3zQk0>



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P.O. No.

Quantity	Description	Rate	Amount
	Upon arrival, attempted to hydrojet line with no success in removing blockage. Excavated a 4x4 opening in the asphalt down to 4" sewer line. Discovered a broken 45 fitting. Removed fitting and began removing rocks from sewer line. Got 4' into line and discovered more blockage. Used Shop Vac and removed some sand and rocks. Must return to continue removing blockage from sewer line.		
1	3500 PSI/ 10 GPM Jetter machine charge	795.00	795.00
1	Gas Concrete Saw Charge	95.00	95.00
1	Chipping Machine Charge(Medium Duty)	75.00	75.00
1	Chipping Machine (Heavy Duty)	95.00	95.00
1	Supplies; Wax Ring, 16" Supply Hose, Bolt Caps	0.00	0.00
	09/02/2022		
6.5	Manhour Labor (Tan)	145.00	942.50
4	Evening/Weekend Manhour (Tan)	217.50	870.00
6	Manhour Labor (Matt)	145.00	870.00
4	Evening/Weekend Manhour (Matt)	217.50	870.00
6	Plumbers Helper (Pat)	75.00	450.00
	Plan of Service: Continue underground repairs and clearing drain		

Thank you for choosing Integrity Plumbing and Drain, Inc for all your plumbing needs.

Total
Payments/Credits
Balance Due



If you liked our service, Click on the link below:

<https://search.google.com/local/writereview?placeid=ChIJ6fOF86HX2IgReFRG1r3zQk0>



INTEGRITY

Plumbing & Drain, Inc.

Invoice

P.O. Box 966
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 IntegrityPlumbingAndDrain@gmail.com

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P.O. No.

Quantity	Description	Rate	Amount
	Upon arrival, continued with combination of snake and shop vac to remove blockage with no effect. Used Jetter to no effect. Sent Jetter up manhole and observed a large amount of rocks and dirt coming from that area. Jetter became lodged and and let it run until it loosened itself. A large sink hole formed in excavation indicating another break near sewer. Sewer was too deep to dig by hand.. Opened area in asphalt in preparation for excavator. Entered manhole to remove dirt. Cleaned site. Returned to meet with excavatioon company During excavation discovered broken 8" sewer line 8-10' deep. Replaced broken fittings and pipe with new parts, then partially backfilled.		
1	K-60 Sewer Drain Machine Charge	229.00	229.00
1	Gas Concrete Saw Charge	95.00	95.00
1	3500 PSI/ 10 GPM Jetter machine charge	795.00	795.00
1	Supplies: Fittings & Pipe	1,998.58	1,998.58
	09/05/2022		
2	Manhour Labor(Matt) Plan of Service: glue 4" 1/8 bend into place for proper reconnection Upon arrival: Completed repair by replacing 4" PVC fittings closer to surface and supervised completion of excavator backfilling.	145.00	290.00
1	Flat Rate Parts and Labor - Excavator	1,450.00	1,450.00
1	Supplies: DWV PVC pipe and fittings, Couplings	261.57	261.57
	09/06/2022		
1.5	Manhour Labor (Dan)	145.00	217.50
1.5	Plumbers Helper (Pat)	75.00	112.50

Thank you for choosing Integrity Plumbing and Drain, Inc for all your plumbing needs.

Total
Payments/Credits
Balance Due



If you liked our service, Click on the link below:

<https://search.google.com/local/writereview?placeid=ChIJ6fOF86HX2IgReFRG1r3zQk0>



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P.O. No.

Quantity	Description	Rate	Amount
	Plan of Service: sweep and jet again through line. Use camera to confirm. Upon arrival, ran jetter approximately 20-30' to loosen dirt and rocks out of pipe.		
1	3500 PSI/ 10 GPM Jetter machine charge 09/06/2022	795.00	795.00
2.5	Manhour Labor (Dan)	145.00	362.50
3.5	Plumbers Helper (Pat)	75.00	262.50
	Arranged asphalt and excess debris into piles. Pressure washed areas covered with excess dirt.		

Thank you for choosing Integrity Plumbing and Drain, Inc for all your plumbing needs.

Total	\$15,511.65
Payments/Credits	\$0.00
Balance Due	\$15,511.65

We now accept Master Card and Visa for your convenience.
 If you liked our service, Click on the link below:
<https://search.google.com/local/writereview?placeid=ChIJ6fOF86HX2IgreFRG1r3zQk0>



Jonathan Miller

From: LNA Customer Service
Sent: Tuesday, September 27, 2022 3:01 PM
To: Jonathan Miller
Subject: Fwd: Photos of Sewer Repair

Sent from my iPhone

Begin forwarded message:

From: Integrity Plumbing and Drain <integrityplumbinganddrain@gmail.com>
Date: September 27, 2022 at 2:56:18 PM EDT
To: LNA Customer Service <LNAFBO@fboassociates.com>
Subject: Photos of Sewer Repair

CAUTION-EXTERNAL EMAIL: This email originated from outside Stellar Aviation Group organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Aaron,

Please see attached photos from our sewer repair job. I will be happy to meet with you and possibly a county official if needed.

As I mentioned to you before, the damage on the sewer occurred when the original work was back-filled. There were large pieces of asphalt & rocks in the excavation as you can see from the one photo of my technician holding it. Also, as I understand, the county was there for three days cleaning the debris from the sewer, which originated from this broken pipe.

Kind Regards,

Matthew Woods
Integrity Plumbing & Drain, Inc.
561-310-6435
P.O. Box 966
Lake Worth Beach, FL 33460
www.integrityplumber.com













