

SCOTTSDALE AIRPORT ADVISORY COMMISSION MEETING NOTICE AND AGENDA



Wednesday, June 21, 2023
5:00 p.m.
Scottsdale Airport Aviation Business Center
Stearman/Thunderbird Meeting Room
15000 N. Airport Drive, Second floor
Scottsdale, AZ



AIRPORT ADVISORY COMMISSION

Charles McDermott, Chair
Peter Mier, Vice-Chair
Larry Bernosky
Ken Casey

Michael Goode
David Reid
John Spalj

Call to Order

Roll Call

Pledge of Allegiance

Aviation Director's Report


The public body may not propose, discuss, deliberate, or take legal action on any matter in the summary unless the specific matter is properly noticed for legal action.

Approval of Minutes

Regular Meeting: May 17, 2023

Public Comment

Citizens may complete one Request to Speak "Public Comment" card per night and submit it to Aviation Staff. Public Comment time is reserved for citizen comment regarding non-agendized items. No official action can be taken on these items. Public Comment is limited to a total of 15 minutes at the beginning and 15 minutes at the end of the meeting. **Speakers are limited to three minutes to address the Commission during "Public Comment."**

 Persons with a disability may request a reasonable accommodation by contacting Airport Administration (480-312-2321). Requests should be made 24 hours in advance or as early as possible to allow time to arrange accommodation. For TTY Users, the Arizona Relay Service (1-800-367-8939) may contact the Aviation Department (480-312-2321).

REGULAR AGENDA

ITEMS 1-14

How the Regular Agenda Works: The Commission takes a separate action on each item on the Regular Agenda. If you wish to address the Commission regarding any or all of the items on the Regular Agenda, please complete a Comment Card for each topic you wish to address and submit it to Aviation Staff. Speakers will be given three minutes to speak per item. Additional time may be granted to speakers representing two or more persons. Cards for designated speakers and the persons they represent must be submitted together. **Comment cards must be submitted before public testimony has begun on any Regular Agenda or Public Hearing item.**

1. Discussion and Possible Action regarding application for Airport Aeronautical Business Permit for PrismJet, LLC to conduct Aircraft Management and Charter Brokerage Services at Scottsdale Airport. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov
2. Discussion and Possible Action regarding application for Airport Aeronautical Business Permit for CB Aviation, LLC to conduct Aircraft Charter/Management Services at Scottsdale Airport. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov
3. Annual Update from Experience Scottsdale
Contact: Rachel Pearson, Vice President of Community and Government Affairs, 480-429-2259, rpearson@experiencescottsdale.com
4. Discussion and Possible Action for a Recommendation to the Planning Commission and City Council regarding case 13-ZN-2022, a request by owner for a zoning district map amendment from General Commercial (C-4) to Planned Airpark Core Development - Airpark Mixed Use Residential, Planned Shared Development (PCP-AMU-R PSD) including a development plan with bonus development standards for building height up to 119 feet and floor area ratio up to 1.73, to allow a mixed-use development with approximately 1,236 dwelling units, 223 hotel keys, and 253,000 square feet of commercial floor area on a +/- 32.29 gross acre site located at 16001 N. Scottsdale Road. Staff contact: Bryan Cluff, 480-312- 2258, bcluff@scottsdaleaz.gov
Applicant contact: John Berry, (480) 385-2727, jb@berryriddell.com
5. Adopt Resolution No. 12859 Authorizing Lease Agreement No. 2023-087-COS with Aerobat Ventures, LLC for the lease of General Aviation Box Hangar Space at Scottsdale Airport. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov
6. Discussion and Possible Action to Recommend to City Council Adoption of Resolution No. 12858 authorizing the award of the base bid and add alternates #1 and #2 for contract no. IFB – 032023-071 with J. Banicki Construction, Inc. in the amount of \$1,212,134.50 to construct perimeter road improvements at Scottsdale Airport; and Authorize a FY 2023/24 appropriation contingency transfer up to \$650,000 from the Airport Future Grants Contingency (ZB53) to the Airport Perimeter Road Construction capital project (AI03) to be funded by the Operating Aviation Fund undesignated, unreserved ending fund balance. Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, cread@scottsdaleaz.gov

7. Discussion and Possible Action to Recommend to City Council Adoption of Resolution No. 12876 authorizing the award of contract no. IFB – 032023-074 with J. Banicki Construction, Inc. in the amount of \$901,015.55 to construct Airport Drive improvements at Scottsdale Airport; and Authorize a FY 2023/24 appropriation contingency transfer up to \$125,000 from the Airport Match Contingency (ZB52) to the Rehabilitate Airport Drive capital project (AJ02) to be funded by the Operating Aviation Fund undesignated, unreserved ending fund balance. Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, cread@scottsdaleaz.gov
8. Discussion and input regarding Monthly Operations Report
Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, cread@scottsdaleaz.gov
9. Discussion and input regarding Monthly Construction Report
Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, cread@scottsdaleaz.gov
10. Discussion and input regarding Airport and Airpark Aeronautical Business Permit Additions, Revocations and Cancellations. Staff contact: Carmen Williams, Aviation Administration & Finance Manager, 480-312-8475, cawilliams@scottsdaleaz.gov
11. Discussion and input regarding Monthly Financial Report for April 2023
Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov
12. Discussion and input regarding Public Outreach Programs and Planning Projects
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, sferrara@scottsdaleaz.gov
13. Administrative report from the Aviation Director, or designee, regarding the status of pending aviation-related items. Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov
14. Discussion and possible action to modify the Airport Advisory Commission Meeting Schedule and Commission Item Calendar. Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov

Public Comment

Citizens may complete one Request to Speak “Public Comment” card per night and submit it to Aviation Staff. Public Comment time is reserved for citizen comment regarding non-agendized items. No official action can be taken on these items. Public Comment is limited to a total of 15 minutes at the beginning and 15 minutes at the end of the meeting. **Speakers are limited to three minutes to address the Commission during “Public Comment.”**

Future Agenda Items

Discussion and possible action to add Commissioner requested item on a future agenda.

Adjournment



COMMISSION INFORMATION REPORT
APPROVAL OF MINUTES

Meeting Date: 06/21/23

Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Approval of Minutes – Regular Meeting
May 17, 2023

Attachment(s): 1. Draft of minutes of the May 17, 2023, Regular Meeting

Action taken:



**SCOTTSDALE AIRPORT ADVISORY COMMISSION
PUBLIC MEETING**

**Scottsdale Airport Aviation Business Center
Stearman/Thunderbird Meeting Room
15000 N. Airport Drive
Scottsdale, Arizona
Wednesday, May 17, 2023**

DRAFT MINUTES

PRESENT: Peter Mier, Vice Chair
Larry Bernosky
Ken Casey
Michael Goode
David Reid
John Spalj

ABSENT: Charles McDermott, Chair

STAFF: Gary Mascaro, Aviation Director
Carmen Williams, Aviation Finance & Administration Manager
Sarah Ferrara, Aviation Planning & Outreach Coordinator
Chris Read, Assistant Aviation Director-Operations
Chloe Monplaisir, Intern

GUESTS: Brad Mikulecky, Mead & Hunt
Tami Beutel, Silver Air, LLC
Randall Stout, RCS, Inc.
Matt Beverage, Hangar One

CALL TO ORDER

The meeting was called to order at 5:01 p.m.

ROLL CALL

A formal roll call confirmed the presence of Commissioners as noted above.

AVIATION DIRECTOR'S REPORT

Gary Mascaro, Aviation Director, recognized Tiffany Domingo, Administrative Assistant for the aviation department, for a job well done speaking at the recent Arizona Airports Association conference. She represented the Airport and provided a recap of the Super Bowl.

1. Regular Meeting: April 19, 203

COMMISSIONER CASEY MADE A MOTION TO APPROVE THE REGULAR MEETING MINUTES OF APRIL 19, 2023 AS PRESENTED. COMMISSIONER BERNOSKY SECONDED THE MOTION, WHICH CARRIED 6/0 WITH VICE CHAIR MIER AND COMMISSIONERS BERNOSKY, CASEY, GOODE, AND SPALJ VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

PUBLIC COMMENT

There were no public comments.

REGULAR AGENDA ITEMS 1-10

1. Discussion and possible action regarding application for Airpark Aeronautical Business Permit for Silver Air, LLC, to conduct aircraft management services at Scottsdale Airport

Carmen Williams, Aviation Finance & Administration Manager, provided an overview of the company, which opened in 2018 and is based in southern California. They recently took over an aircraft based at Southwest Jet Center. They have met the requirements for the permit. Tami Beutel, V.P. of Client Experience, was present by phone to answer questions.

In response to a question from Commissioner Bernosky, Ms. Beutel stated that the company performs aircraft management for private owners.

In response to a question from Vice Chair Mier, Ms. Beutel stated that three full-time pilots will be on staff.

Vice Chair Mier asked Ms. Williams whether there is tracking of employment positions that come into the Airport. Carmen Williams, Aviation Finance & Administration Manager, stated that there is no tracking of jobs, however, there is tracking on the number of companies submitting business applications each year. These statistics are provided in the economic study that is performed every few years.

In response to a question from Commissioner Bernosky, Ms. Williams stated that once approved, a permit is active until cancelled or revoked. Monthly fees are applied. Some include an annual \$300 fee as well.

COMMISSIONER CASEY MADE A MOTION TO APPROVE THE APPLICATION FOR AN AIRPARK AERONAUTICAL BUSINESS PERMIT FOR SILVER AIR, LLC TO CONDUCT AIRCRAFT MANAGEMENT SERVICES AT SCOTTSDALE AIRPARK. COMMISSIONER GOODE SECONDED THE MOTION, WHICH CARRIED 6/0 WITH VICE CHAIR MIER AND

COMMISSIONERS BERNOSKY, CASEY, GOODE, REID AND SPALJ VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

2. Presentation on sustainability efforts with Scottsdale Airport airfield projects

Brad Mikulecky, Mead & Hunt, reviewed a list of federally funded projects completed at the Airport since 2018. Seven projects were the focus of the sustainability review. The Runway 321 Electrical Rehabilitation Project was completed in fall of 2019, which included replacement of underground components and upgrade of 112 existing runway light fixtures and 14 airfield sides from incandescent to LED lights. This project saves 8,420 kilowatt hours annually.

The Runway 321 Rehabilitation Project was completed in summer of 2021, during the Airport closure from July to August. The scope included rehabilitation of runway pavement and reconstruction of runway shoulders. The asphalt was removed with a milling machine, which grinds the asphalt. The Airport coordinated with WestWorld to deliver approximately 1,030 truckloads of ground asphalt to their location, for the expansion and reinforcement of their existing parking lot. This coordination effort also saved 4,130 gallons of gas.

The Taxiway A reconstruction project was completed in two phases, the first in 2018 and the second in January of 2023. This project reconstructed all of parallel Taxiway A, and the taxiway connectors as well as upgraded signs and lights from incandescent to LED light fixtures. As a result of this project, the entire airfield is now illuminated by LED fixtures. This saves over 30,240 kilowatt hours annually. The completion of past projects has cut overall electricity usage at the Airport by over 50 percent since 2018.

The perimeter road rehabilitation, Airport Drive rehabilitation and Taxiway A rehabilitation projects are planned for completion by the end of the 2023 calendar year. All projects were evaluated, with the existing pavement sections determined to be suitable as long as there was removal or replacement of the existing asphalt. This helped to increase the overall pavement life expectancy by over 50 percent and will save 1,000 gallons of gas that would have been required to completely remove and haul pavement and materials and haul in new materials.

The west side apron lighting upgrade project will be complete this calendar year. On the west side of the airfield, along the aircraft apron, there are 11 60-foot apron light poles, which were installed in 2009 with the incandescent fixtures. In order to meet sustainability goals, the apron light fixtures will be upgraded from incandescent to LED, which will save 24,090 kilowatt hours annually.

In response to a question from Commissioner Casey, Chris Read, Assistant Aviation Director-Operations, stated that the FAA expects new pavement to last 20 years.

3. Scottsdale Airport hangar inspections

Chloe Monplaisir, Intern, provided an overview of the inspection process, which takes place on an annual basis in conjunction with the Fire Department. The overall goal is the mitigation of safety and fire risks in the hangars. A review of applicable regulations was provided. Inspection violations were identified and listed.

In response to a question from Commissioner Goode, Ms. Monplaisir stated that inspection responsibility is limited to the hangars located on Airport property. The hangars on the Airpark are considered private property. There is inspection authority to go into the Airpark, however annual inspections are not performed.

4. Discussion and input regarding Monthly Operations Report

Mr. Read provided the report. Total based aircraft for the year is 410, compared to 426 last year. There were 15,548 operations, compared to 15,144 last year. IFR totals reflect a decrease of 12.3 percent. Calendar year to date totals are down 7 percent for total operations and 12.9 percent on IFR counts. There were no alerts for the month.

U.S. Customs revenue for the month totaled \$136,650 with 236 uses and 26 U.S. visits. Fiscal year to date revenue totals \$1,033,200, compared with \$1,001,700 last year. Total uses per month were 236 compared with 250 last year. Total uses fiscal year to date are 1,803, compared to 1,651 last year. PPRs total 56 for the calendar year.

In response to a question from Commissioner Casey, Mr. Read stated that if the operator intends to operate under 75,000 pounds at the Scottsdale Airport, they do not need to get a PPR. This applies even if the aircraft has a gross take-off weight of 90,000, but is operating at under 75,000 while in Scottsdale.

Commissioner Goode asked whether a profit and loss calculation is performed for Customs operations. Ms. Williams stated that the biggest expense is payment of the labor, which has increased each year, including overtime costs. Customs does not pay for its office space on the Airport. The Airport does receive profits from the Customs operations at the Airport, however a specific profit and loss statement is not calculated. Mr. Mascaro clarified that such calculations have been made in the past to ensure that the Airport is charging appropriate fees to recover the costs. The Airport receives more than enough money to recover any costs incurred by the Customs operations.

5. Discussion and input regarding Monthly Construction Report

Mr. Read provided an overview of upcoming future projects, including:

- Airport Perimeter Road Reconstruction Project: Remove and replace Airport perimeter road pavement and install new markings
- Airport Drive Rehabilitation Project: Remove and replace various depths of pavement and install new markings
- Taxiway A4 Rehabilitation Project: Remove and replace pavement and install new markings
- Main April Lighting Rehabilitation Project: Change old inefficient light fixtures to LED

In response to a question from Commissioner Casey, Mr. Read stated that the Alpha 4 Rehab project will require night runway closures.

Commissioner Spalj asked whether consideration was given to requesting a bid for all three paving projects under one bid. Mr. Read stated that this is not possible, as the projects are being funded by different sources.

6. Discussion and input regarding Airport and Airpark Aeronautical Business Permit additions, revocations and cancellations

Ms. Williams referenced the Commission packets for the latest updates. There were three AVP cancellations for the period: Aviation Resource Group, Scudo Rentals and Alante Air Charter.

7. Discussion and input regarding monthly financial report for March

Ms. Williams stated that the approved budget for revenues was \$5.9 million, with actuals at \$7.1 million. The expense budget was \$2.2 million and actuals were right on track. Compared to March of 2022, revenues are approximately \$37,000 higher than last year and expenses were higher by approximately \$47,000. The Aviation Fund Cash Balance is \$9.1 million as of March 31st. For February fuel counts, the FBOs accounted for 78.7 percent of total fuel sales. AVGAS was 1.8 percent and Airpark operators were 19.5 percent. Total gallons pumped was 1.6 million, down 8.4 percent over last February. Fiscal year to date totals are up 3.5 percent compared to last year.

8. Discussion and input regarding Public Outreach Programs and Planning Projects

Serra Ferrara, Aviation Planning & Outreach Coordinator, stated that one voluntary curfew letter was sent in April. There are three projects from the Planning Department within the Airport Influence Area for the month of April. Staff is revising portions of the Airport web page, including clarifying processes for the temporary activity permit for warranty work. Staff participated in the annual golf tournament for AZBAA. Tiffany Domingo presented a Super Bowl recap at the Arizona Airports Association spring conference.

9. Administrative report from the Aviation Director, or designee, regarding the status of pending aviation-related items

Mr. Mascaro stated that there has been little movement on the list of Airport Advisory Commission items to City Council, Planning Commission and Design Review Board. The Key Hangar was just approved by the Planning Commission and will now move on to the design review process.

10. Discussion and possible action to modify the Airport Advisory Commission meeting schedule and Commission item calendar

COMMISSIONER SPALJ MADE A MOTION TO CANCEL THE AIRPORT ADVISORY COMMISSION MEETINGS FOR THE MONTHS OF JULY AND AUGUST. COMMISSIONER CASEY SECONDED THE MOTION, WHICH CARRIED 6/0 WITH VICE CHAIR MIER AND COMMISSIONERS BERNOSKY, CASEY, GOODE, REID AND SPALJ VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

PUBLIC COMMENT

There were no public comments.

FUTURE AGENDA ITEMS

No items were added.

ADJOURNMENT

With no further business to discuss, being duly moved by Commissioner Spalj and seconded by Commissioner Casey, the meeting adjourned at 5:58 p.m.

AYES: Chair McDermott, Vice Chair Mier, Commissioners Bernosky, Casey, Goode, Reid and Spalj

NAYS: None

SUBMITTED BY:

eScribers, LLC



COMMISSION ACTION REPORT

Discussion and Possible Action regarding application for Airport Aeronautical Business Permit for PrismJet, LLC to conduct Aircraft Management and Charter Brokerage Services

Agenda Item No.: 1

Meeting Date: 06/21/23

Staff Contact: Carmen Williams,
Finance & Administration Manager

Phone: (480) 312-8475

ACTION

Ratification of Airport Aeronautical Business Permit for PrismJet, LLC to conduct aircraft management and charter brokerage services in the Scottsdale Airport.

PURPOSE

Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted in the airport requires a valid Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. PrismJet, LLC has requested an Airport Aeronautical Business Permit to conduct aircraft management and charter brokerage services in the Scottsdale Airport.

APPLICANT(S)

PrismJet, LLC
Mike Bianco, CEO
6877 W. Frye Road
Chandler, AZ 85226

KEY CONSIDERATIONS

PrismJet, LLC has provided the appropriate documentation as required in the Airport Minimum Operating Standards.

Attachment(s):
1. Completed Airport Aeronautical Business Permit
2. Location Map

Action taken:



SCOTTSDALE AIRPORT AERONAUTICAL BUSINESS PERMIT



(Required to conduct commercial aeronautical activity on the airport)
Fields in RED are required fields.

Business or activity to be conducted (check all that apply):

- Aircraft Charter Services
- Aircraft Leasing or Rental Services
- Aircraft Maintenance and Repair Services
- Aircraft Management
- Aircraft Washing Services
- Aircraft Sales Services
- Aircraft Mobile Maintenance and Repair Services
- Specialized Aircraft Repair Services (list service): _____
- Specialized Commercial Flying Service (list service): _____
- Hangar/Shade Leasing Services
- Flight Training Services
- Fixed Base Operator
- On-Airport Rental Car Concession
- Other (list service): Charter brokerage

These activities are limited to the airport by ordinance. Please refer to the Airport Minimum Operating Standards for further information on each type of business.

Applicant (Business Name): PrismJet, LLC

Authorized Representative, title: Mike Bianco, CEO Email Address: mike.bianco@avair.aero

Work Phone: 480-481-6511 Cell Phone: 480-330-3767 Fax: _____

Mailing Address: 6877 W. Frye Road

City: Chandler State: AZ Zip Code: 85226

Billing Address: c/o AvAir 6877 W. Frye Road

City: Chandler State: AZ Zip Code: 85226

Billing Phone: 602-799-5390 Billing Email: prismjet1@gmail.com

The Applicant hereby requests the above action(s), and in consideration of this request being granted, agrees to the following:

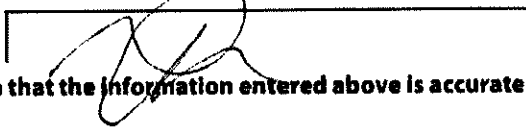
1. **FEE PAYMENT:** The Applicant agrees to pay all applicable fees on time, and all required fees including late fees, interest and penalties without deduction of any kind.
2. **PERMIT LIMITATIONS:** This permit may not be assigned or transferred, and is limited to the approved business activity listed above
3. **INFORMATION CHANGES:** The Applicant shall notify Airport Administration, in writing within fifteen (15) days , of any change to the information provided.
4. **RELEASE OF LIABILITY:** The City assumes no liability for damage or loss to personal property while operating at Scottsdale Airport.
5. **INDEMNIFICATION:** The Applicant and invitees shall indemnify the City pursuant to Chapter 5 of the Scottsdale Revised Code. As required by the Airport Minimum Operating Standards, permit holder shall endorse all liability insurance policies to include the City of Scottsdale as an additional insured. Applicant further agrees to waive their insurers' subrogation rights against the City of Scottsdale, and its Officers, Directors, Commissioners, and Employees.
6. **COMPLIANCE WITH THE LAW:** The Applicant shall comply with all applicable laws, ordinances, rules and regulations. To view regulations, go to <http://www.scottsdaleaz.gov/airport/regulatorydocs>

Please check the box for each Item attached and submitted with the application:

- | | | |
|--|---|---|
| <input type="checkbox"/> Lease/License Agreement | <input type="checkbox"/> Certificates of Insurance | <input type="checkbox"/> FAA Certificates |
| <input type="checkbox"/> Sublease Agreement | <input checked="" type="checkbox"/> Business/ Privilege Tax License | For Flight Training Schools:
<input type="checkbox"/> Noise Abatement Pilot Briefing |

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Applicant Signature:



Date: April 11, 2023

By checking this box, I affirm that the information entered above is accurate and that the name typed above represents my official signature.

Please save the form to your documents, submit the form with an electronic signature to cawilliams@scottsdaleaz.gov
OR print, sign and return to: 15000 N. Airport Drive, Suite 100, Scottsdale, AZ 85260.

Staff Use Only

Application, permits and insurance reviewed by:

C. Williams

Aviation
Director's
Comments/
Stipulations:

Account 2023-06

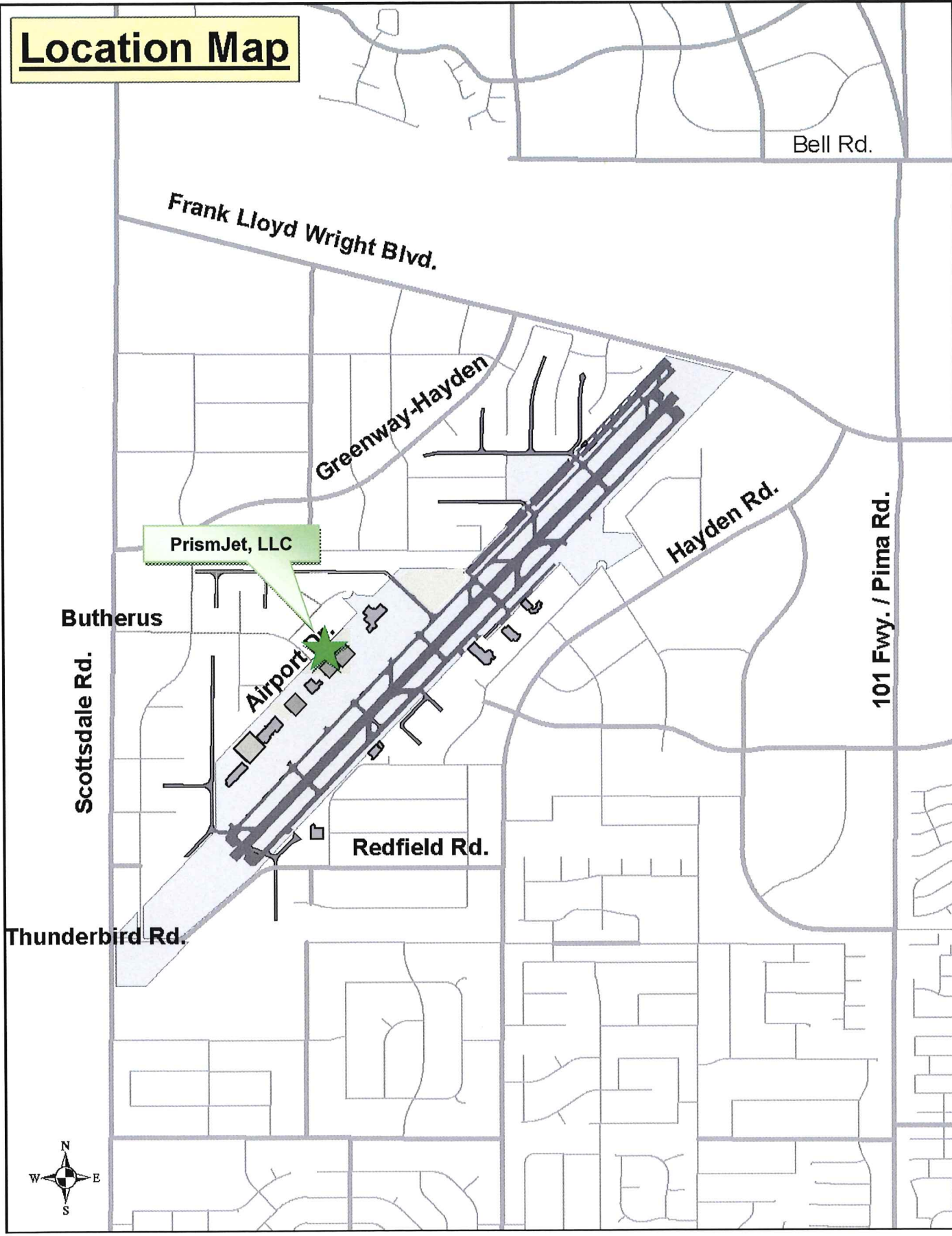
Approved by Aviation
Director or designee:



Date Ratified by the Airport Advisory Commission:

August 2014

Location Map





COMMISSION ACTION REPORT

Discussion and Possible Action regarding application for Airport Aeronautical Business Permit for CB Aviation, Inc. to conduct Aircraft Charter/Management Services

Agenda Item No.: 2

Meeting Date: 06/21/23

Staff Contact: Carmen Williams,
Finance & Administration Manager

Phone: (480) 312-8475

ACTION

Ratification of Airport Aeronautical Business Permit for CB Aviation, Inc. to conduct aircraft charter/management services in the Scottsdale Airport.

PURPOSE

Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted in the Airport requires a valid Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. CB Aviation, Inc. has requested an Airport Aeronautical Business Permit to conduct aircraft charter/management services in the Scottsdale Airport.

APPLICANT(S)

CB Aviation, Inc.
Cory Bengtzen, President
3715 Airport Road
Ogden, UT 84020

KEY CONSIDERATIONS

CB Aviation, Inc. has provided the appropriate documentation as required in the Airport Minimum Operating Standards.

Attachment(s):
1. Completed Airport Aeronautical Business Permit
2. Location Map

Action taken:



SCOTTSDALE AIRPORT AERONAUTICAL BUSINESS PERMIT



*(Required to conduct commercial aeronautical activity on the airport)
Fields in RED are required fields.*

Business or activity to be conducted (check all that apply):

- Aircraft Charter Services
- Aircraft Leasing or Rental Services
- Aircraft Maintenance and Repair Services
- Aircraft Management
- Aircraft Washing Services
- Aircraft Sales Services
- Aircraft Mobile Maintenance and Repair Services
- Specialized Aircraft Repair Services (list service): _____
- Specialized Commercial Flying Service (list service): _____
- Hangar/Shade Leasing Services
- Flight Training Services
- Fixed Base Operator
- On-Airport Rental Car Concession
- Other (list service): _____

These activities are limited to the airport by ordinance. Please refer to the Airport Minimum Operating Standards for further information on each type of business.

Applicant (Business Name): **CB Aviation Inc.**

Authorized Representative, title: **Cory Bengtzen** Email Address: **coryb@cbskyshare.com**

Work Phone: **801-621-0326** Cell Phone: **801-860-9762** Fax: _____

Mailing Address: **3715 Airport Road**

City: **Ogden** State: **UT** Zip Code: **84020**

Billing Address: **3715 Airport Road**

City: **Ogden** State: **UT** Zip Code: **84020**

Billing Phone: **801-621-0326** Billing Email: **payables@cbskyshare.com**

The Applicant hereby requests the above action(s), and in consideration of this request being granted, agrees to the following:

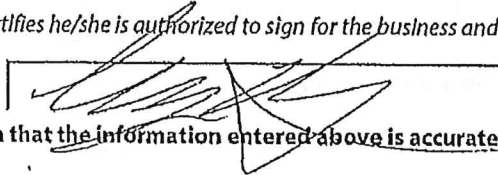
- 1. FEE PAYMENT: The Applicant agrees to pay all applicable fees on time, and all required fees including late fees, interest and penalties without deduction of any kind.
- 2. PERMIT LIMITATIONS: This permit may not be assigned or transferred, and is limited to the approved business activity listed above
- 3. INFORMATION CHANGES: The Applicant shall notify Airport Administration, in writing within fifteen (15) days, of any change to the information provided.
- 4. RELEASE OF LIABILITY: The City assumes no liability for damage or loss to personal property while operating at Scottsdale Airport.
- 5. INDEMNIFICATION: The Applicant and invitees shall indemnify the City pursuant to Chapter 5 of the Scottsdale Revised Code. As required by the Airport Minimum Operating Standards, permit holder shall endorse all liability insurance policies to include the City of Scottsdale as an additional insured. Applicant further agrees to waive their insurers' subrogation rights against the City of Scottsdale, and its officers, directors, commissioners, and employees.
- 6. COMPLIANCE WITH THE LAW: The Applicant shall comply with all applicable laws, ordinances, rules and regulations. To view regulations, go to <http://www.scottsdaleaz.gov/airport/regulatorydocs>

Please check the box for each item attached and submitted with the application:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Lease/License Agreement | <input checked="" type="checkbox"/> Certificates of Insurance | <input checked="" type="checkbox"/> FAA Certificates |
| <input type="checkbox"/> Sublease Agreement | <input checked="" type="checkbox"/> Business/ Privilege Tax License | For Flight Training Schools: |
| | | <input type="checkbox"/> Noise Abatement Pilot Briefing |

The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.

Applicant Signature:



Date: 4/21/2023

By checking this box, I affirm that the information entered above is accurate and that the name typed above represents my official signature.

Please save the form to your documents, submit the form with an electronic signature to cawilliams@scottsdaleaz.gov
OR print, sign and return to: 15000 N. Airport Drive, Suite 100, Scottsdale, AZ 85260.

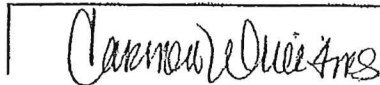
Staff Use Only

Application, permits and insurance reviewed by: C. Williams

Account 2023-07

Aviation Director's Comments/ Stipulations:

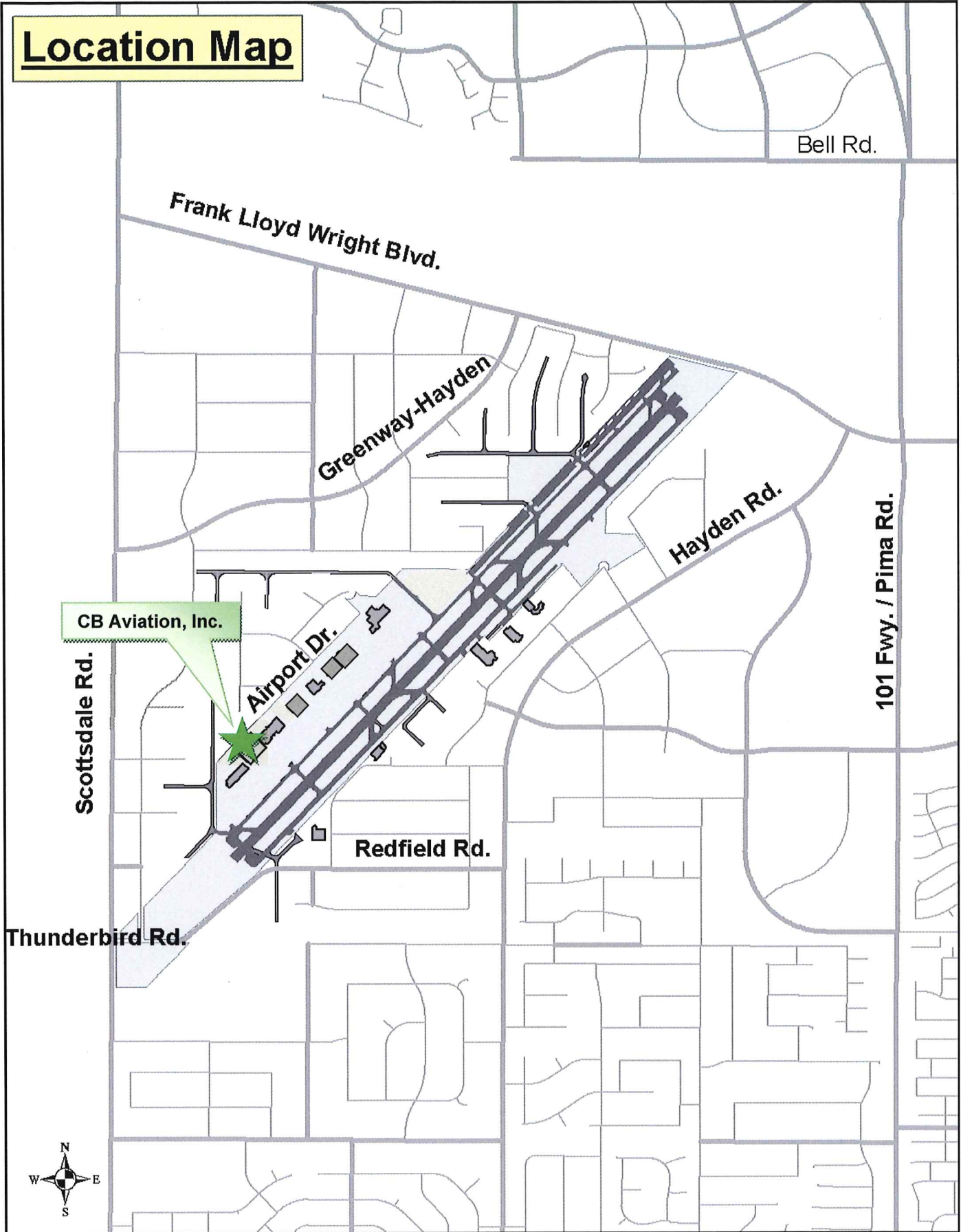
Approved by Aviation Director or designee:



Date Ratified by the Airport Advisory Commission:

August 2014

Location Map





COMMISSION INFORMATION REPORT

Annual Update from Experience Scottsdale

Agenda Item No.: 3

Meeting Date: 06/21/23

Contact: Rachel Pearson,
Vice-President of Community &
Government Affairs

Phone: (480)-429-2259

INFORMATON

Rachel Pearson will present the annual update to the Airport Advisory Commission.



COMMISSION INFORMATION REPORT

Discussion and Possible Action for a Recommendation to the Planning Commission and City Council regarding case 13-ZN-2022

Agenda Item No.: 4

Meeting Date: 06/21/23

Staff Contact: Bryan Cluff,
Planning & Development Area
Manager

Phone: (480) 312-2258

ACTION

Discussion and Possible Action for a Recommendation to the Planning Commission and City Council regarding case 13-ZN-2022, a request by owner for a zoning district map amendment from General Commercial (C-4) to Planned Airpark Core Development - Airpark Mixed Use Residential, Planned Shared Development (PCP-AMU-R PSD) including a development plan with bonus development standards for building height up to 119 feet and floor area ratio up to 1.73, to allow a mixed-use development with approximately 1,236 dwelling units, 223 hotel keys, and 253,000 square feet of commercial floor area on a +/- 32.29 gross acre site located at 16001 N. Scottsdale Road.

PURPOSE

To provide the Airport Advisory Commission information on the proposed zoning district map amendment for a site located within the AC-1 Airport Influence Area, as it relates to the 14 CFR Part 150 Noise Compatibility Study, and possible action to recommend approval to City Council.

KEY CONSIDERATIONS

- Proximity of proposed site to Scottsdale Airport (approximately 0.67 miles northwest of the terminal).
- Proposed site located within the AC-1 area of the Airport Influence Zones, requiring FAA Height Analysis, fair disclosure notice and dedication of an Avigation Easement.
- Scottsdale Airport 14 CFR Part 150 Noise Compatibility Study Land Use Measures 2, 4 and 6 triggered.
- Airport Overlay Zone Matrix allows the proposed uses in the AC-1 area with conditions.
- In 2011 the City Council approved a Non-Major General Plan Amendment to the Airpark Character Area Plan, changing the Future Land Use Map to Airpark Mixed-Use Residential, which allows residential uses in a mixed-use format.
- The total number of residential dwelling units (for-rent & condo) within the proposed development is 1,236 units (38.28 du/ac).
- Proposed building heights range from 30 feet to 119 feet (inclusive of rooftop appurtenances).

OTHER RELATED POLICIES, REFERENCES

- 2010 Greater Airpark Character Area Plan
- 2035 General Plan
- 2005 Scottsdale Airport 14 CFR Part 150 Noise Compatibility Study
- Zoning Ordinance

ATTACHMENTS:

1. Context Aerial
2. Greater Airpark Character Area Plan and Land Use Map
3. General Plan 2035 Future Land Use Map
4. Zoning Map (Existing/Proposed)
5. Site Plan (with proposed building heights)
6. Site Cross Sections
7. Project Land Use Map
8. Part 150 Airport Influence Zones Map
9. Part 150 Noise Contours Map
10. Part 150 Flight Track Map

Action taken:



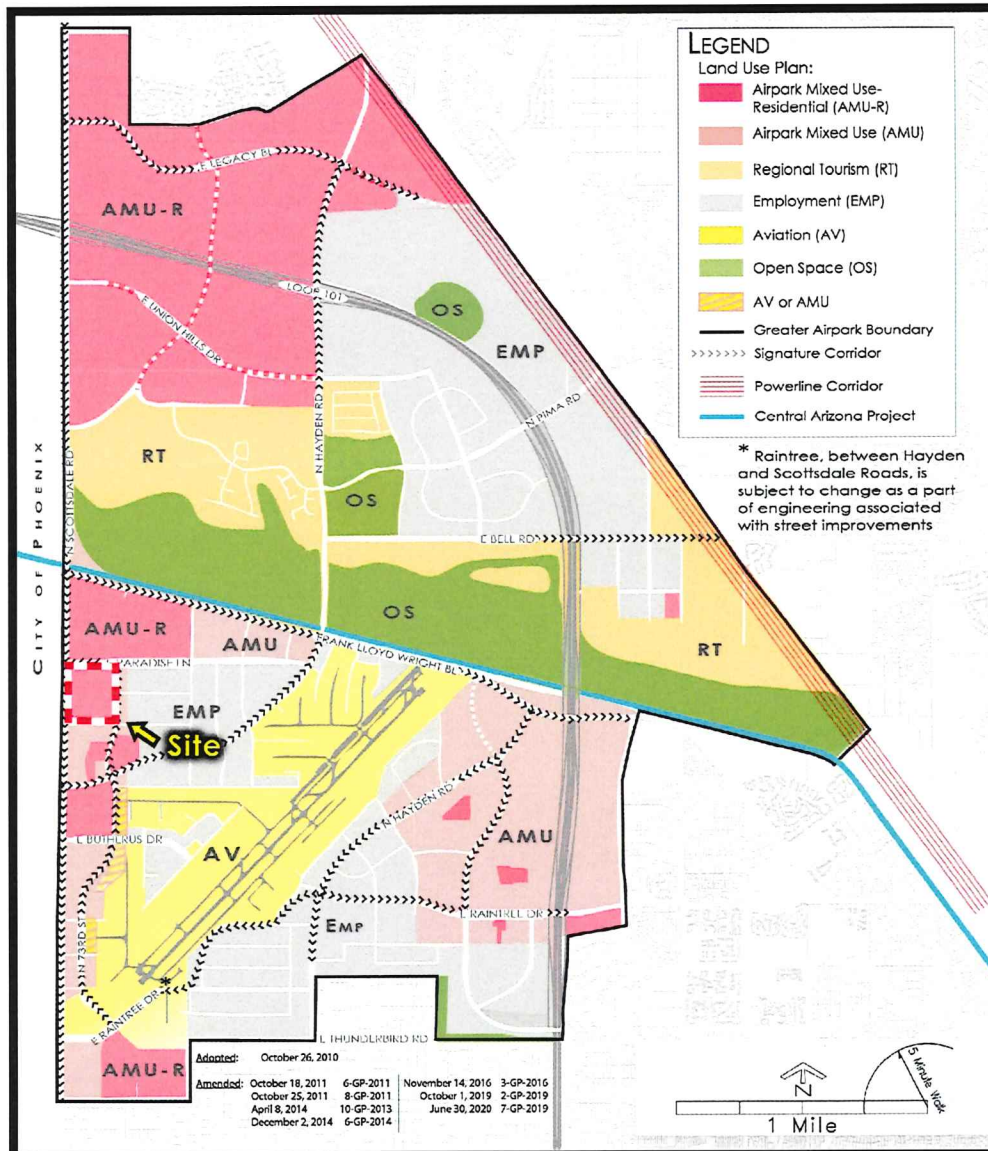
Q.S.
35-45

Google Earth Pro Imagery

Context Aerial

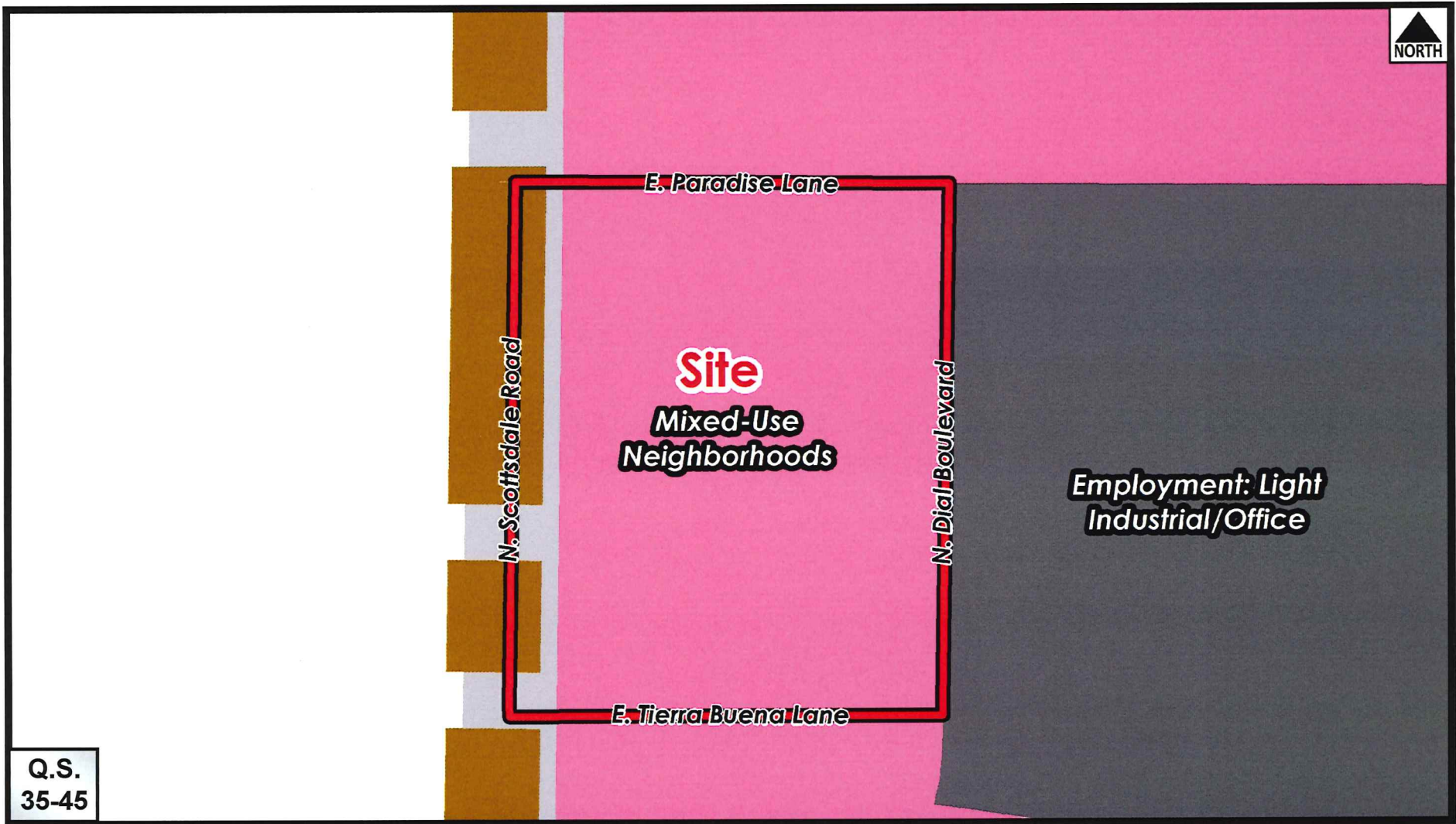
13-ZN-2022

ATTACHMENT 1



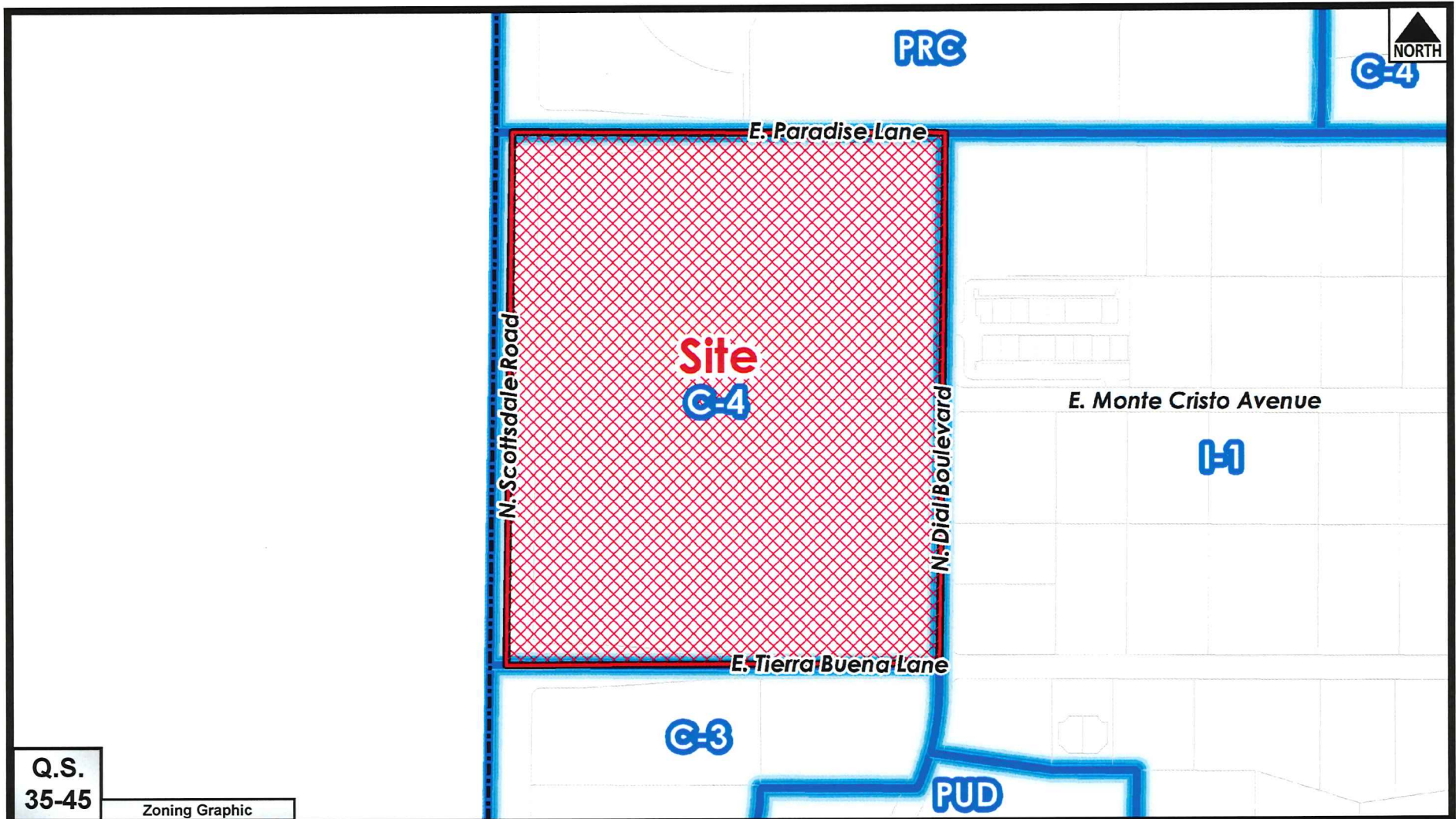
Greater Airpark Area Character Area – Land Use Plan

13-ZN-2022



Existing General Plan 2035 Future Land Use Map
+/- 32.29 acres of Mixed-Use Neighborhoods

13-ZN-2022



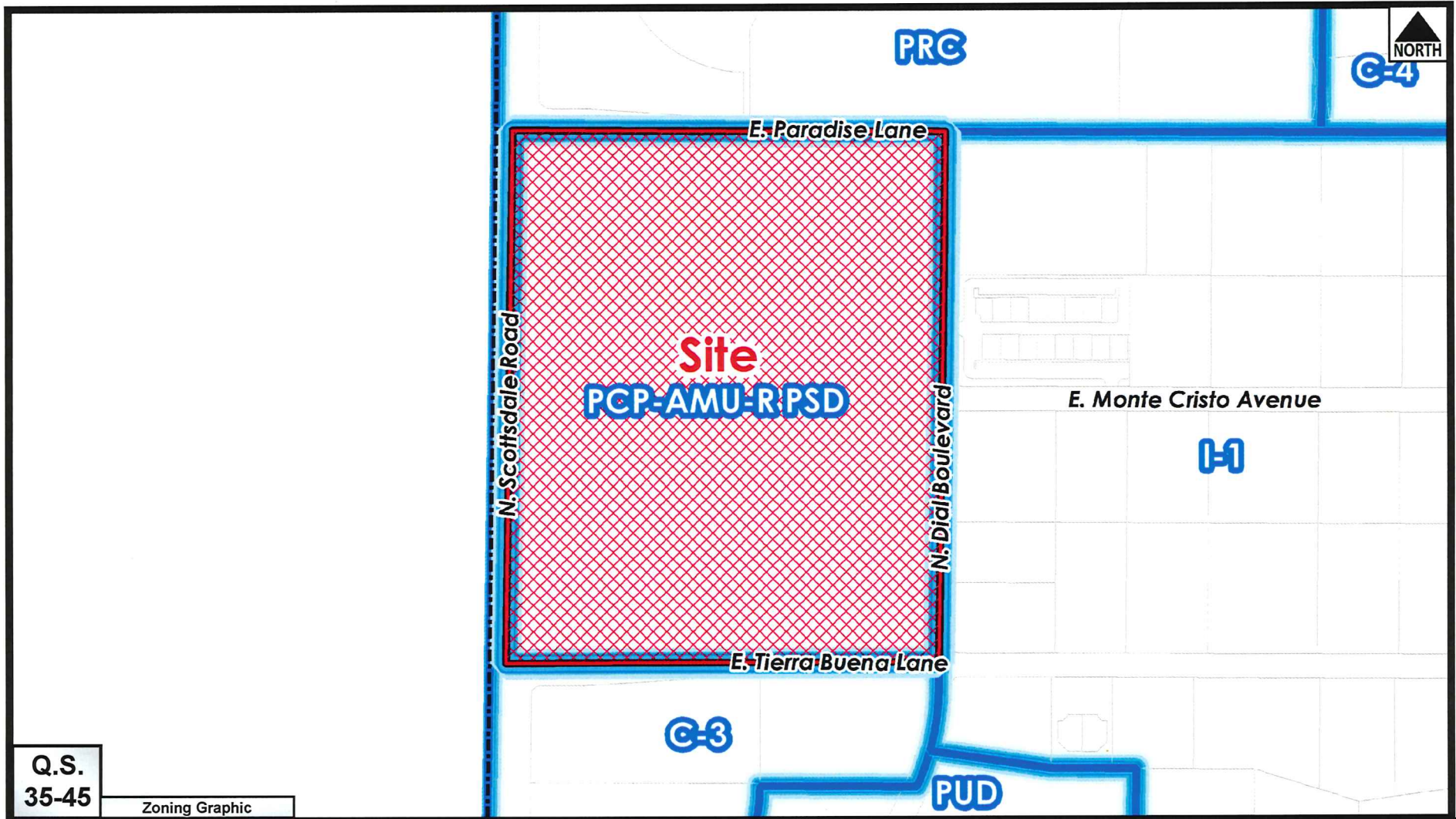
Q.S.
35-45

Zoning Graphic

Existing Zoning

13-ZN-2022

ATTACHMENT 4



Q.S.
35-45

Zoning Graphic

Zoning

13-ZN-2022



01 SITE PLAN
 SCALE: 1"=80'
 REF: [Graphic Scale]

PLANS, DESIGNS, GUIDELINES AND OTHER ELEMENTS OF THIS DOCUMENT ARE CONCEPTUAL ONLY AND SUBJECT TO FUTURE MODIFICATIONS

ATTACHMENT 5

PROJECT INFORMATION

CURRENT ZONING: C-4
PROPOSED ZONING: PCP-AMU-R-PSD (PLANNED
 ARPAK CORE DEVELOPMENT
 ARPAK MKED-USE - RESIDENTIAL
 WITH PLANNED SHARED
 DEVELOPMENT OVERLAY)

GROSS SITE AREA: 1,406,793 SF (32.29 ACRES)
NET SITE AREA: 1,207,435 SF (27.72 ACRES)

GFA BASE: 0.8 955,948
GFA PROPOSED: 1.73 2,086,097

ALLOWED MAXIMUM HEIGHT: 134 FT (WITH BONUS)
PROPOSED MAXIMUM HEIGHT: 119 FT (ONE BUILDING) (WITH ROOF APPURTENANCES)

PROJECT TABULATIONS

RETAL	25,250	
FLEXIBLE SPACE	92,500	
RESTAURANT	34,800	
OFFICE	100,000	
5 STAR HOTEL	189,075	223 KEYS
6 STAR HOTEL BRANDED	350,132	128 RESIDENCES
CONDOMINIUMS	319,600	115 RESIDENCES
MULTI-FAMILY RESIDENCES	863,740	897 RESIDENCES
WORK FORCE RESIDENCES	91,000	98 RESIDENCES
TOTAL	2,086,097	1,236 RESIDENCES

PARKING REQUIRED

5 STAR HOTEL	1 SPACE/KEY	223
RETAL/RESTAURANT/FLEXIBLE SPACE (COMMUNITY)	1 SPACE/325 SQFT	469
RESTAURANT	1 SPACE/325 SQFT	107
RESTAURANT PATIO	1 SPACE/350 SQFT	33
OFFICE	1 SPACE/325 SQFT	308
PARK	3 SPACE/ACRE	6
RESIDENCE GUESTS	1 SPACE/6 RESIDENCE	206
RESIDENCES	1.5 SPACE/RESIDENCE AVG	1,854
TOTAL PARKING REQUIRED		3206

PARKING PROVIDED

STRUCTURED PARKING PROVIDED	3,053
SURFACE PARKING PROVIDED	180
TOTAL PARKING PROVIDED	3233

BICYCLE PARKING REQUIRED

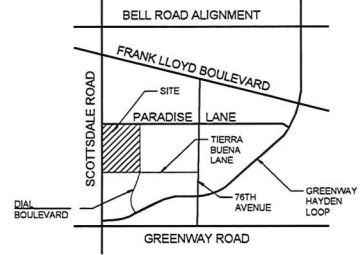
5 STAR HOTEL	1 SPACE / 10 CARS	22
RETAL/RESTAURANT/FLEXIBLE SPACE (COMMUNITY)	1 SPACE / 10 CARS	47
RESTAURANT	1 SPACE / 10 CARS	11
OFFICE	1 SPACE / 10 CARS	31
RESIDENCE GUESTS	1 SPACE / 10 CARS	21
RESIDENCES	1 SPACE / 10 CARS (100 SPACES MAX)	100
TOTAL PARKING REQUIRED		231

BICYCLE PARKING PROVIDED

INDOOR PARKING PROVIDED	123
SURFACE PARKING PROVIDED	9 LOCATIONS/3 RACKS PER BUILDING/4 BIKES PER RACK
TOTAL BICYCLE PARKING PROVIDED	231

- NOTES:**
- ALONG PARADISE LANE, DIAL BOULEVARD, AND TIERRA BUENA LANE, A MINIMUM 10-FOOT-WIDE PUBLIC NON-MOTORIZED ACCESS EASEMENT ACCOMMODATES A WIDER SIDEWALK AND SEPARATION FROM BACK OF CURB.
 - THE EXISTING PAVEMENT MARKING ON DIAL BOULEVARD AT MONTE CRISTO IS TO BE MODIFIED TO MAKE THE SOUTHBOUND APPROACH A TWO-WAY LEFT-TURN LANE.

VICINITY MAP NTS



NELSEN PARTNERS ARCHITECTS & PLANNERS

Nelsen Partners, Inc.
 Austin | Scottsdale
 15210 North Scottsdale Road
 Suite #002
 Scottsdale, Arizona 85254
 t: 480-295-0000
 nelsenpartners.com

PRELIMINARY
 NOT FOR CONSTRUCTION
 OR RECORDING

THE PARQUE
 PCP APPLICATION
 16001 N SCOTTSDALE RD
 SCOTTSDALE, AZ, 85254

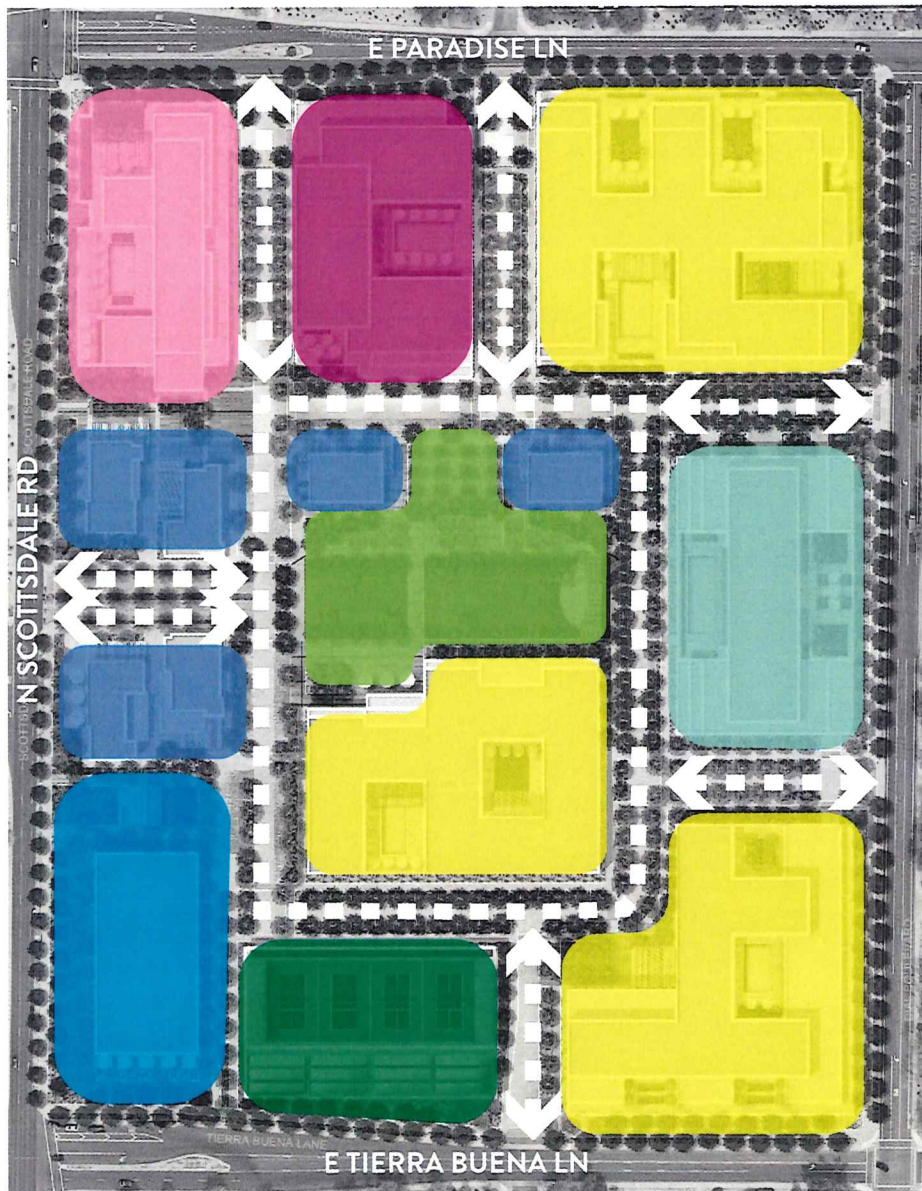
PRE-APP # 620-PA-2022 ZONING # 000-00-0000 DRB # 000-00-0000

Date: 03/24/2023

Drawings and written material prepared herein are the original and unpublished work of the architect and may not be duplicated, used, or disclosed without written consent of the architect.

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Project No. 21018
A110
 SITE PLAN



KEY PLAN

- Public Open Space
- Hotel
- Hotel Branded Condominiums Over Commercial and Community Uses
- Condominiums Over Commercial and Community Uses
- Restaurants
- Office Over Commercial and Community Uses
- Green Garage Roof
- Residential Over Commercial and Community Uses

LAND USE BY BLOCK

ATTACHMENT 6

PRELIMINARY
NOT FOR
CONSTRUCTION
OR
RECORDING

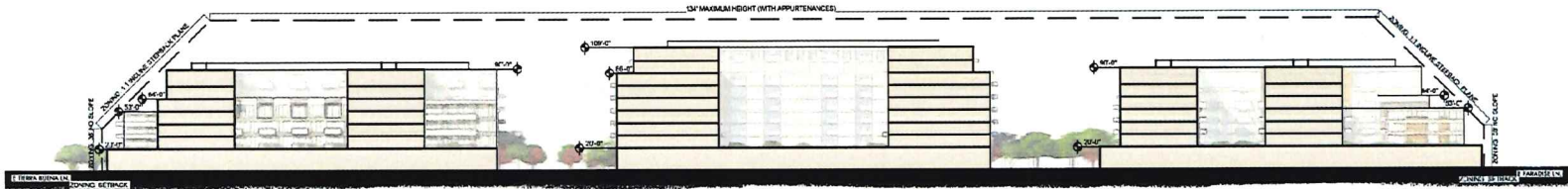
THE PARQUE
PCP APPLICATION
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SCOTTSDALE, AZ, 85254

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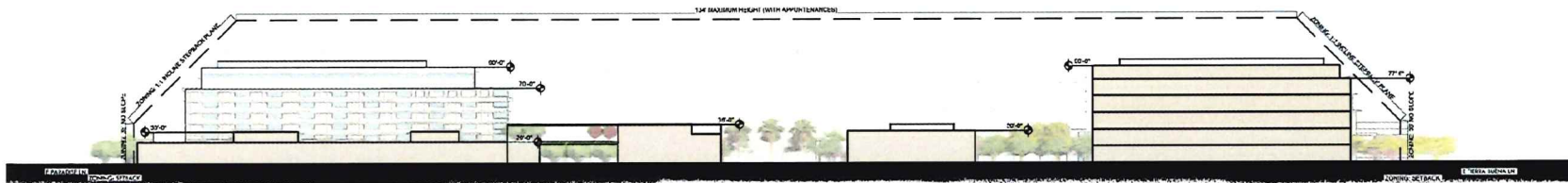
Date
01/27/2023

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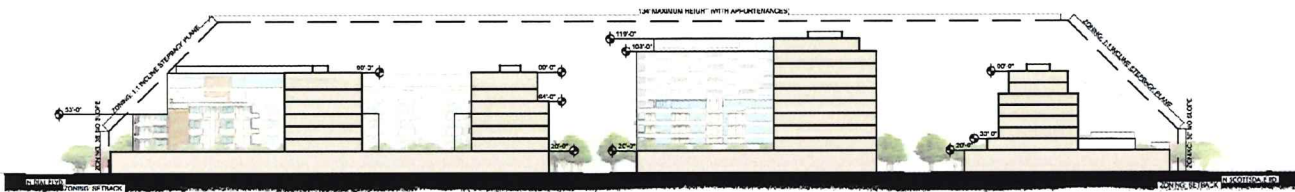
Project No.
21018
A119
SITE CROSS
SECTIONS



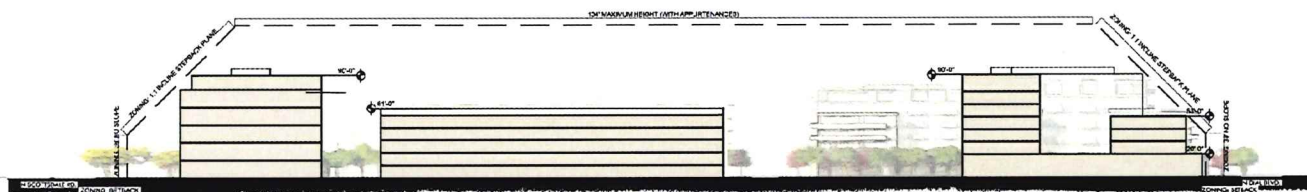
01 SITE CROSS SECTION - SOUTH TO NORTH
SCALE: 1"=50' REF: [Scale bar: 0, 50', 100']



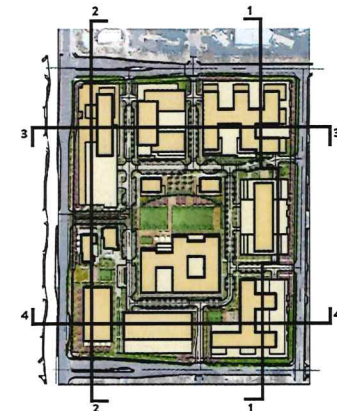
02 SITE CROSS SECTION - NORTH TO SOUTH
SCALE: 1"=50' REF: [Scale bar: 0, 50', 100']



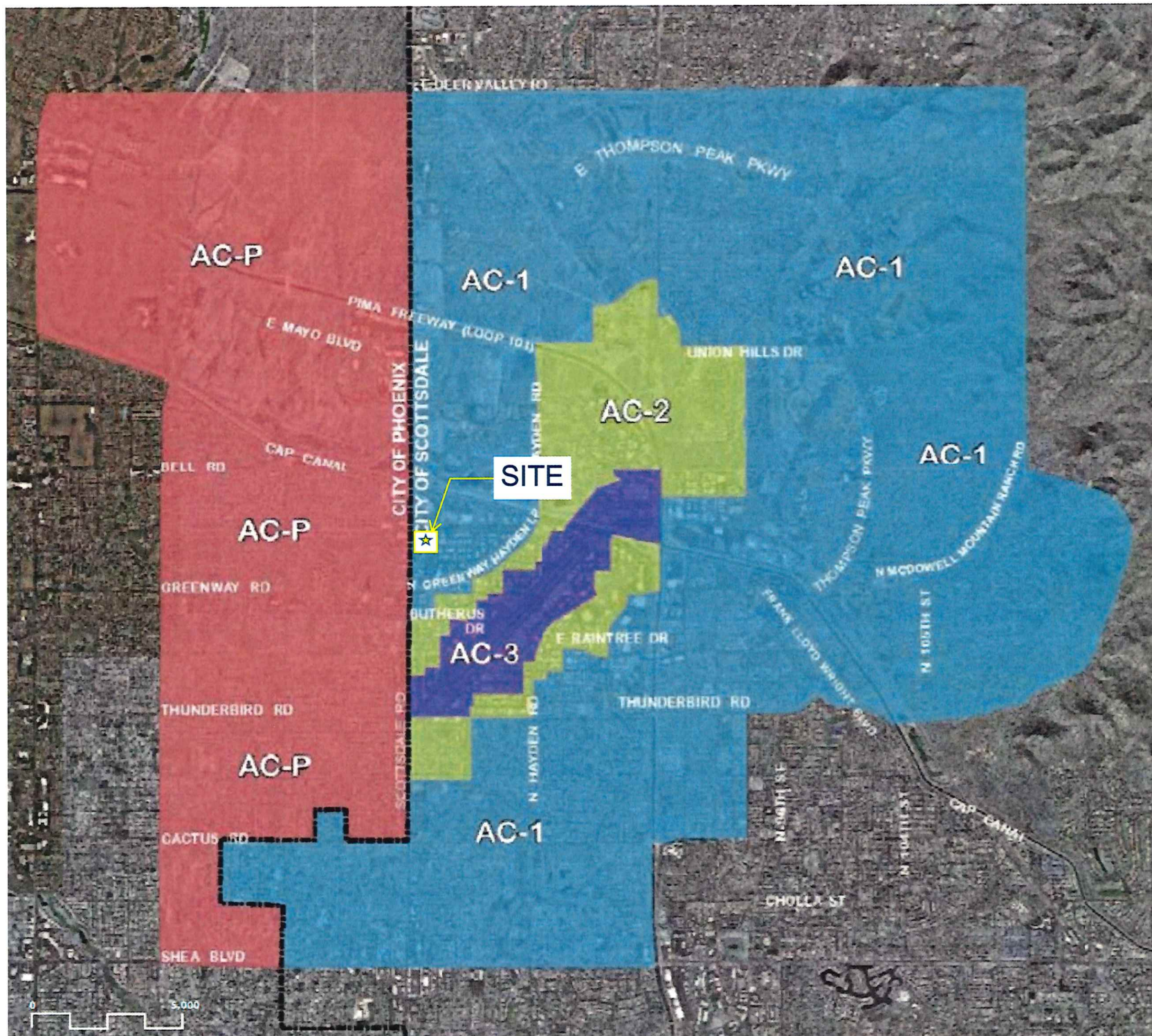
03 SITE CROSS SECTION - EAST TO WEST
SCALE: 1"=50' REF: [Scale bar: 0, 50', 100']



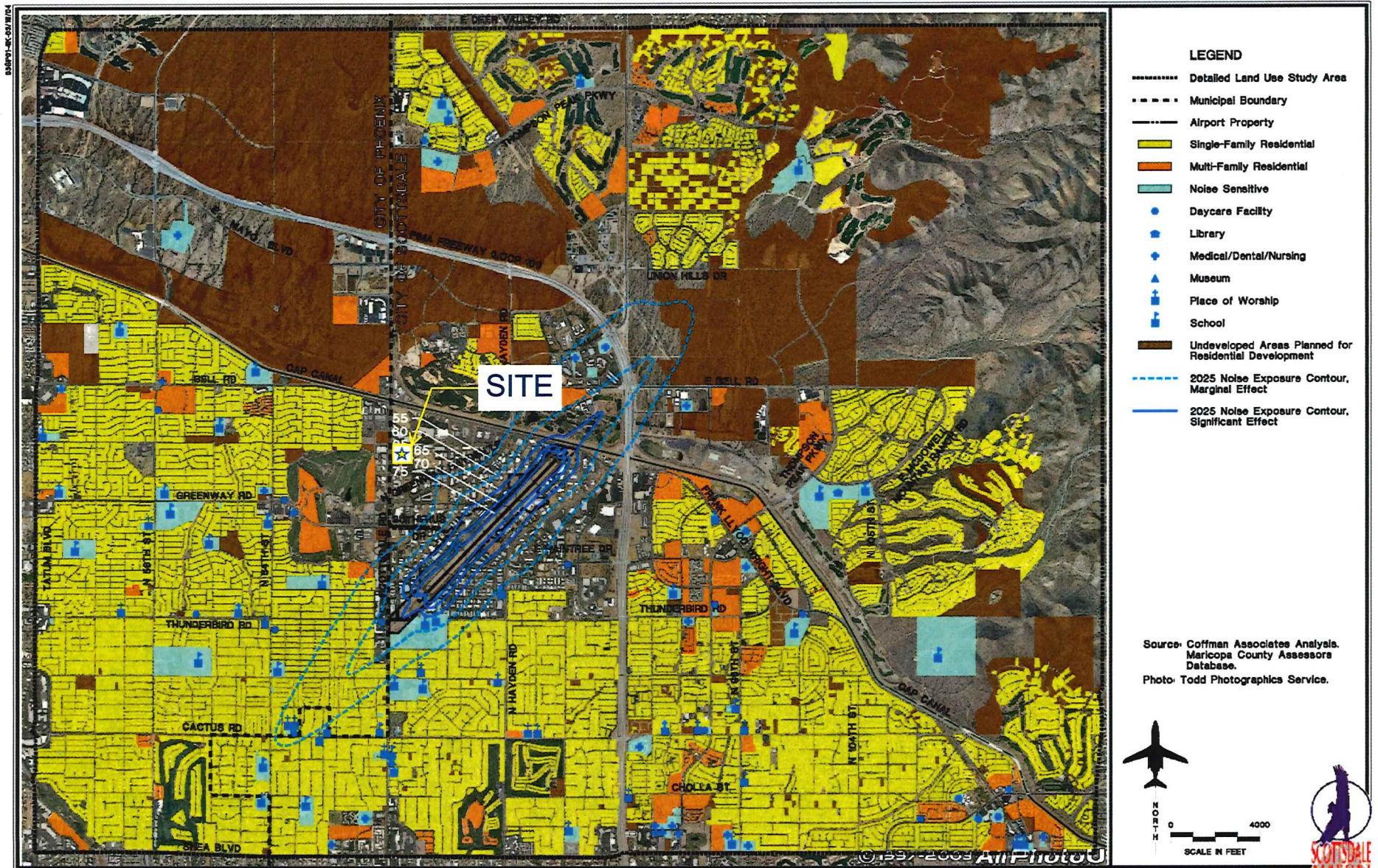
04 SITE CROSS SECTION - WEST TO EAST
SCALE: 1"=50' REF: [Scale bar: 0, 50', 100']



01 KEY PLAN
SCALE: N.T.S. REF: [Scale bar: 0, 50', 100']

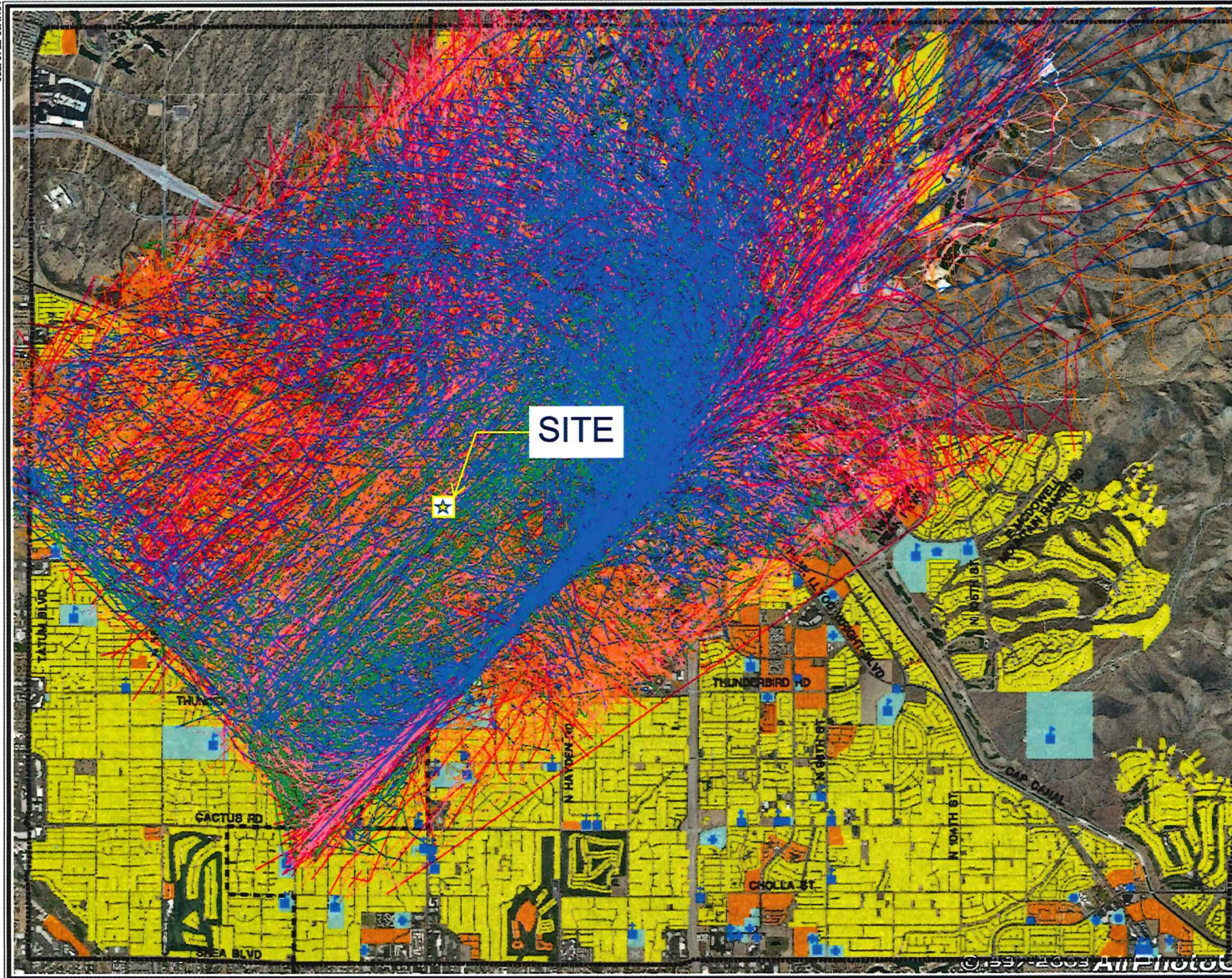


ATTACHMENT 8



ATTACHMENT 9

08/27/15 09:57/04



LEGEND

- Detailed Land Use Study Area
- - - - - Municipal Boundary
- Airport Property
- Single-Family Residential
- Multi-Family Residential
- Noise Sensitive
- Daycare Facility
- Library
- Medical/Dental/Nursing
- Museum
- Place of Worship
- School
- Radar Departure Tracks
- Radar Instrument Arrival Tracks
- Radar Visual Arrival Tracks
- Radar Touch and Go Tracks
- Radar Overflight Tracks

Source: Coffman Associates Analysis, Maricopa County Assessors Database.
Photo: Todd Photographics Service.

NORTH

0 4000

SCALE IN FEET

SCOTTSDALE

ATTACHMENT 10



COMMISSION ACTION REPORT

Adopt Resolution No. 12859 Authorizing Lease Agreement No. 2023-087-COS with Aerobat Ventures, LLC for the lease of General Aviation Box Hangar Space at the Scottsdale Airport.

Agenda Item No.: 5

Meeting Date: 06/21/23

Staff Contact: Carmen Williams,
Aviation Finance & Administration
Manager

Phone: (480) 312-8475

ACTION

Discussion and possible action to recommend adoption of Resolution No. 12859 authorizing Lease Agreement No. 2023-087-COS with Aerobat Ventures, LLC for General Aviation Box Hangar Space at the Scottsdale Airport.

PURPOSE

To authorize a new lease agreement for north general aviation executive box hangar space at the Scottsdale Airport.

KEY CONSIDERATIONS

- The General Aviation Box Hangars are located on the Kilo Ramp at the north end of the Airport property. Building A (Phase I) and Building B (Phase II) each consist of seven contiguous executive box hangars, each dimensioned at 62 feet wide by 47 feet deep.
- Aerobat Ventures, LLC is executing a new Lease Agreement No. 2023-087-COS for unit A105, replacing lease agreement 2021-009-COS that was recently terminated per the request of the previous Lessee.
- Tenant is currently leasing assigned box hangar space under a short-term License Agreement issued by the Aviation Director. The License Agreement will transition to a lease agreement upon City Council approval.
- The base rent for all fourteen (14) box hangar leases will generate approximately \$555,000 in annual revenues to the Aviation Enterprise Fund.

Attachments: 1. Resolution No. 12859
2. Location Map of General Aviation Box Hangars
3. Contract No. 2023-087-COS

Action taken:

RESOLUTION NO. 12859

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING AGREEMENT WITH AEROBAT VENTURES, LLC (2023-087-COS) FOR THE LEASE OF HANGAR SPACE AT THE SCOTTSDALE AIRPORT.

WHEREAS, the City is the owner of certain real property known as the Scottsdale Airport on which the City has constructed the North General Aviation Box Hangars; and

WHEREAS, the City desires to lease a portion of its box hangar space pursuant to the terms set forth in the lease agreement;

NOW, THEREFORE, be it resolved by the Council of the City of Scottsdale as follows:

Section 1: The Mayor is authorized and directed to execute on behalf of the City of Scottsdale, Contract No. 2023-087-COS with Aerobat Ventures, LLC for the lease of hangar space at the Scottsdale Airport.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____, 2023.

CITY OF SCOTTSDALE, an Arizona
municipal Corporation

David D. Ortega, Mayor

ATTEST:

By: _____
Ben Lane, City Clerk

APPROVED AS TO FORM:

Sherry R. Scott, City Attorney
By: Eric C. Anderson, Senior Assistant City Attorney

HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ___ day of _____ 2023, by and between the CITY OF SCOTTSDALE, an Arizona municipal corporation ("Lessor"), and Aerobat Ventures LLC, a Michigan limited-liability corporation ("Lessee").

WITNESSETH

A. Lessor is the owner of certain real property at the Scottsdale Airport (the "Airport") and the North General Aviation Box Hangars (the "Box Hangars") located thereon. The Box Hangars are located airside on the Kilo Ramp north of the wash rack.

B. Lessor desires to lease to Lessee, and Lessee desires to lease Building A unit A105, a large 62' x 47' box hangar (the "Leased Premises") generally depicted on Exhibit "A" consisting of approximately 2914 square feet of hangar space solely for the storage of the aircraft identified in the approved Scottsdale Airport Aircraft Storage Permit application (or any replacement aircraft as approved in writing by the Aviation Director).

NOW, THEREFORE, for and in consideration of the foregoing, the rent hereinafter to be paid by Lessee, and the covenants and agreements contained herein to be kept and performed by Lessee, and other good and valuable consideration, Lessor and Lessee agree as follows:

I. RECITALS

1. Recitals. The foregoing recitals are incorporated into this Agreement.

II. PREMISES

2. Premises and Fixtures.

2.1 Agreement to Lease. Lessor hereby agrees to lease the Leased Premises to Lessee and Lessee hereby agrees to lease the Leased Premises from Lessor, subject to the terms and conditions of this Agreement.

2.1.1 Lessor's Fixtures Included. The Leased Premises also includes all fixtures attached to the Leased Premises, which, once attached, are owned by the Lessor.

III. TERM OF LEASE

3. Term of Lease. Lessee is currently in possession of the Leased Premises pursuant to a short-term license issued by the Aviation Director. This Lease Agreement shall become effective on the first day of the month immediately following its execution by all Parties ("Effective Date"). Upon the Effective Date of this Lease, any such short-term license shall be deemed terminated. Provided, however, any outstanding obligations of such license shall be merged in and become obligations of this Lease and credits, deposits, or other assurances provided by Lessee pursuant to such License shall be transferred and applied to any corresponding provisions of this Lease.

Lessee's occupation of the premises is subject to the following provisions and conditioned upon Lessee's full, timely, complete and faithful performance of all obligations and things to be performed or done hereunder by Lessee. By entering this Lease, Lessee accepts the Leased Premises as is. The term of the Leased Premises shall be for a period of **57 months** from the Effective Date of this Agreement.

3.1 Holding Over. In any circumstance whereby Lessee should hold over and remain in possession of the Leased Premises after the expiration of this Agreement, such holding over shall not be considered to operate as a renewal or extension of this Agreement, but shall only create a tenancy from month to month which may be terminated at any time by Lessor upon 10 days' notice to Lessee. During any such hold over period, Lessor may, but is not obligated to, increase the Base Rent to 150% of its previous rate applicable in the last month of the Lease term and shall be prorated to the date Lessee vacates the Leased Premises.

IV. LEASE PAYMENTS

4. Lease Payments. Lessee shall pay to Lessor all of the following payments together with all other payments required by this Agreement (all payments by Lessee to Lessor required by this Agreement for any reason are collectively the "Rent"):

4.1 Rent Payment Date. All Rent shall be payable in advance on the 25th day of the preceding calendar month. For example, the Rent for September shall be payable on or before August 25th. The first installment of Rent prorated for the portion of the month remaining in the month in which the term of the Leased Premises will begin is due at least five days prior to the estimated delivery of possession of the Leased Premises as determined by the Aviation Director.

4.2 Rent. The rental amount (the "Rent") Lessee shall pay to Lessor for each of the first 12 months from the commencement of the term of this Agreement is **\$3,800.00**. The Rent is due and payable each month during the term hereof.

4.3 Rent Adjustment. The Rent shall be automatically adjusted upward on the one-year anniversary of the commencement of the term of this Agreement and every year thereafter on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average published by the United States Bureau of Labor Statistics as of the date two (2) months prior to the adjustment date (the "Cost of Living Index"). The amount of each adjusted monthly rent installment of Rent (represented by the letter "R" in the formula set forth below) shall be equal to the then current Cost of Living Index number (represented by the letter "C" in the formula set forth below) divided by the Cost of Living Index number for the month during which the term of this Lease commences (represented by the letter "M" in the formula set forth below), and multiplied by the original monthly Rent amount (represented by the "\$" symbol in the formula set forth below). This computation is expressed by the following formula:

$$R = \frac{C}{M} \times \$$$

provided, that in no event shall the Rent be adjusted downward from any previous period. If such Cost of Living Index shall no longer be published at the adjustment date, then another similar index

published by any federal agency shall be substituted by Lessor in Lessor's reasonable discretion. In the event of a holdover without Lessor's consent, Rent shall be increased by an additional 150% over the amount of Rent otherwise payable.

4.4 Security Deposit. At the time of execution of this Agreement, Lessee shall provide to, and maintain with Lessor at all times during the term of this Agreement, a security deposit guaranteeing the faithful performance of this Agreement in the name of Lessor, in the sum of **\$3,800.00**. Any portion of said security deposit to which Lessee may then be entitled, net of any setoff or other obligation of Lessee to Lessor, shall be paid to Lessee by the Lessor within 60 days after termination of this Agreement.

4.5 Taxes, Liens and Assessments. In addition to all other Rent herein provided, Lessee shall pay, when due and as the same become due and payable, all taxes and general and special fees, charges, and assessments of every description which during the term of this Agreement may be levied upon or assessed against the Leased Premises, the operations conducted therein, any Rent paid or other performances under this Agreement by either party, and all possessory interest in the Leased Premises and improvements and other property thereon, whether belonging to the Lessor or Lessee. Lessee agrees to indemnify, defend, and hold harmless Lessor and the Leased Premises and such property and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other expenses that may be imposed, and from any lien therefor or sale or other proceedings to enforce payment thereof. Lessee shall have the right to contest, but not the right to refuse to timely pay, any taxes and assessments. Lessor shall have the right from time to time to require that all of the foregoing payments be made by Lessee through Lessor whereupon such payment to Lessor shall satisfy Lessee's tax payment obligations hereunder. Lessee shall pay all sales, transaction privilege, and similar taxes.

4.6 Late Fees. Should any installment of Rent not be paid on or before the date due, a 10% late fee shall be added to the amount due or found to be due. Furthermore, any and all amounts payable by Lessee under this Agreement that are not timely paid shall accrue interest at the rate of 1% per month from the date the amount first came due until paid. Lessee expressly agrees that the foregoing represents a reasonable estimate of Lessor's costs in the event of a delay in payment of Rent.

4.7 Rent Amounts Cumulative. All amounts payable by Lessee hereunder or under any tax, assessment or other existing or future ordinance or other law of the City of Scottsdale or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

4.8 No Setoffs. All Rents shall be paid in full directly to Lessor without setoff or deduction of any description. Lessee expressly waives any right of setoff.

4.9 Utilities. Lessor will pay all charges, fees, deposits and other amounts for sewer and waste disposal services at the applicable rates as determined by Lessor. Lessee will pay all electricity and water service charges and fees for the Leased Premises.

4.10 Maintenance by Lessor. Lessor will maintain the structural integrity of the box hangar units comprising the Leased Premises (including without limitation doors, roof and exterior

walls). Lessor is not responsible for maintenance of a routine or minor nature or of Lessee's furnishings, fixtures or improvements.

4.11 Maintenance by Lessee. Lessee is responsible for the following:

4.11.1 Janitorial and all other cleaning service in the Leased Premises.

4.11.2 Adequate and sanitary handling and disposal of all trash, garbage and other refuse related to Lessee's use of the Leased Premises.

4.11.3 All other repairs and maintenance of the Leased Premises not specifically required to be performed by Lessor, except that if it is determined by the Lessor that the failure of any of the systems described in this section is due to the negligence of the Lessee, the Lessee will be responsible for the costs of any such repairs.

V. USE RESTRICTIONS AND COMPLIANCE WITH ALL LAWS

5. Use Restrictions. Lessee's use and occupation of the Leased Premises shall in all respects conform to all and each of the following cumulative provisions:

5.1 Permitted Uses. Lessee will use the Leased Premises for aircraft storage only and for occasional vehicle storage as permitted in Section 5.10, with the exception that the Lessor may give written consent to allow other accessory and related to aviation storage uses from time to time. Such accessory and related to aviation storage uses may only be conducted following the Aviation Director giving to Lessee written notice of consent, which will not be unreasonably withheld, and Lessor through the Aviation Director may impose conditions and limitations on such consent and the Aviation Director may later revoke and retract any prior written consent at any time. Lessee and its sublessees shall further be allowed to service its aircraft(s) on the Leased Premises (including in the Box Hangars) in accordance with the Scottsdale Airport Rules and Regulations.

5.2 Compliance with Law. Lessee shall perform its obligations under this Agreement in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended.

5.3 Airport Regulations. Lessor reserves the right to adopt, amend and enforce against Lessee rules and regulations governing the operation of the Airport, including the Leased Premises, Lessee's activities therein and thereon, and the public areas and facilities used by Lessee in connection therewith.

5.4 Aviation Regulations. Lessee shall comply with any and all rules, regulations, laws, ordinances, statutes or orders of the FAA and any other governmental authority, whether federal, state, county, or Lessor, lawfully exercising authority over the Airport.

5.5 Liability and Indemnity. Lessee shall be liable to Lessor, and shall pay, indemnify, defend and hold harmless Lessor against any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon Lessor, including attorneys' fees, arising from any violation of law caused directly or indirectly by act, omission, negligence, abuse or carelessness on the part of Lessee, its employees, agents, customers, visitors, suppliers, or

invitees, except to the extent caused by Lessor's gross negligence or willful misconduct. Without limitation, the preceding sentence requires the payment by Lessee of any fines or penalties for any breach of security arising from the unauthorized entry of any of the aforementioned persons or their vehicles onto the passenger loading areas, taxiways, runways, aircraft movement areas and any other restricted portion of the Airport.

5.6 Grant Agreement Assurances. Lessee shall observe and comply with the following covenants and conditions:

5.6.1 No person shall be excluded from participation, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises on the grounds of race, color, handicap, or national origin. No person shall be excluded on the grounds of race, color, handicap, or national origin from participation in, denied the benefits of, or otherwise be subject to discrimination in the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon.

5.6.2 Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

5.6.3 Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchases.

5.6.4 Lessee agrees that it shall insert this article and all of the other provisions of this article titled "Grant Agreement Assurances" in any agreement, lease, contract, etc. by which Lessee grants a right or privilege to any persons, firm or corporation to render accommodations and/or services to the public on the Leased Premises together with a provision that the "Grant Agreement Assurances" shall constitute a material breach thereof, and in the event of such non-compliance Lessor shall have the right to terminate the agreement and the estate thereby created without liability therefore. Either or both Lessor or the United States shall have the right to enforce the "Grant Agreement Assurances."

5.7 Federal Agreements. This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the development, operation or maintenance of the Airport.

5.8 War or National Emergency. This Agreement shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

5.9 Control of Common Areas. All parking areas, driveways, entrances and exits thereto, landscaping areas, aircraft wash rack and all other Common Areas and facilities provided by Lessor for the common use of the users of the Airport, shall at all times be subject to the exclusive control and management of Lessor, and Lessor shall have the right from time to time to

establish, modify and enforce reasonable rules and regulations with respect to the use of all the Common Areas and facilities. Lessor shall have the right to operate and maintain the same in such manner as Lessor, in its sole discretion, shall determine from time to time, including without limitation the right to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas and facilities. Lessor shall have the exclusive right at any and all times to alter, construct, re-construct, enlarge, contract, modify or relocate any of the Common Areas, to close any portion of the Common Areas for the purpose of making repairs, changes or additions thereto and may change the size, area, layout or arrangement of the parking areas or the number of spaces or the lighting thereof, within or adjacent to the existing areas and may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress. The Lessor shall also have the right to place vending or amusement devices in the Common Areas and any other use which, in the Lessor's judgment, tends to benefit the Airport.

5.10 Parking. Vehicle parking will be allowed inside the hangars only when the aircraft is not occupying the hangar. Vehicle parking shall be subject to current and future rules and regulations governing parking at aircraft hangars and the Airport.

5.11 Airport Operations. Lessee acknowledges that Lessee's use of the Leased Premises shall be subject and subordinate to Lessor's operation of the Airport, which will necessarily directly and indirectly affect Lessee, the Leased Premises, and Lessee's use of the Leased Premises. Lessee's use of the Leased Premises shall not be permitted by Lessee to in any way adversely affect Lessor's use or operation of the Airport. Without limitation:

5.11.1 Lessor reserves the right but shall not be obligated to Lessee to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

5.11.2 There is hereby reserved to Lessor, its successors and assignees, for the use and benefit of Lessor and the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.

5.11.3 Lessee by accepting this Agreement agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner that might interfere with the taxiing, landing and taking off of aircraft from the Airport, the loading or unloading of passengers or cargo or other aircraft operations or otherwise constitute a hazard. Whether any particular conduct complies with the foregoing shall be determined by Lessor.

5.12 Communications Operations Restriction. Lessee shall not install, operate, or allow the use of equipment, methodology or technology that may or would interfere with the optimum effective use or operation of Lessor's fire, emergency or other communication equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment) that is presently in use or could be in use in the future. If such interference should occur, Lessee shall immediately discontinue using such equipment,

methodology or technology that causes the interference until corrective measures are taken. Any such corrective measures shall be made at no cost to Lessor.

5.12.1 Lessor has not relinquished or limited any right of condemnation or eminent domain over the Leased Premises or any other property related to this Agreement.

5.12.2 This Agreement does not impair City of Scottsdale's power to enact, apply or enforce any laws or regulations, or exercise any governmental powers affecting in any way Lessee or the Leased Premises. Lessor's rights and remedies hereunder for Lessee's failure to comply with all applicable laws supplement and are in addition to and do not replace otherwise existing powers of the City of Scottsdale or any other governmental body.

VI. BREACH

6 Breach by Lessee. Lessee shall comply with, perform and do each performance and thing required of Lessee herein and Lessee's failure to do so shall be a breach by Lessee of this Agreement.

6.1 Events of Default. This entire Agreement is made upon the condition that each and every one of the following events shall be deemed an "Event of Default" and a material breach by Lessee of Lessee's material obligations under this Agreement:

6.1.1 If Lessee shall be in arrears in the payment of Rent or the Security Deposit and shall not cure such arrearage within 10 days after Lessor has notified Lessee in writing of such arrearage.

6.1.2 If Lessee shall fail to maintain the Leased Premises as required in this Agreement.

6.1.3 If Lessee shall fail to timely pay any taxes or other amounts herein required to be paid by Lessee to Lessor or to any other person.

6.1.4 If Lessee shall fail to obtain or maintain any licenses, permits, or other governmental approvals from Lessor or any other governmental body or timely pay any taxes with respect to this Agreement, the Leased Premises or Lessee's use of the Leased Premises.

6.1.5 If Lessee shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision contained herein. Three or more failures to comply with any provision of this Agreement during any 12 month period constitutes a repeated failure by Lessee to comply with such provision.

6.2 Lessor's Remedies. Upon the occurrence of any Event of Default or at any time thereafter, Lessor may, at its option and from time to time, without further demand or notice, exercise any or all or any combination of the following remedies in any order and repetitively at Lessor's option:

6.2.1 Terminate this Agreement.

6.2.2 Enter into and upon the Leased Premises or any part thereof, and expel

Lessee and those claiming by, through or under it, and remove their effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any other remedy.

6.2.3 Abate at Lessee's expense any violation of this Agreement.

6.3 Notice of Breach. Lessee shall promptly give notice to Lessor of any event or circumstance that is (or with the passing of time or the giving of notice or both will become) an Event of Default under this Agreement.

6.4 Non-waiver. Lessee acknowledges Lessee's unconditional obligation to comply with this Agreement. No failure by Lessor to demand any performance required of Lessee under this Agreement, and no acceptance by Lessor of any imperfect or partial performance under this Agreement, shall excuse such performance or impair in any way Lessor's ability to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by Lessor of Rent or other performances hereunder shall be deemed a compromise or settlement of any claim Lessor may have for additional or further payments or performances. Any waiver by Lessor of any breach of condition or covenant herein contained to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent Lessor from declaring a default for any breach or succeeding breach either of the same condition or covenant or otherwise. No statement, bill or notice by Lessor concerning payments or other performances due hereunder shall excuse Lessee from compliance with this Agreement nor estop Lessor (or otherwise impair Lessor's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (including any waiver of this sentence or article) shall be effective against Lessor unless made in writing by a duly authorized representative of Lessor specifically identifying the particular provision being waived and specifically stating the scope of the waiver. LESSEE EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS ARTICLE.

6.5 Reimbursement of Lessor's Expenses. Lessee shall pay to Lessor upon demand any and all amounts expended or incurred by Lessor in performing Lessee's obligations.

6.6 Default by Lessor. Notwithstanding anything in this Agreement to the contrary, in the event Lessor at any time is required to render any performance, such performance is not due until 30 days after notice by Lessee to Lessor that that the performance is due. If a cure cannot be affected during that period, Lessor shall not be in default so long as Lessor commences cure during the period and diligently prosecutes the cure to completion provided such cure must be completed within 60 days after it is due. In the event Lessor fails to render the required performance or cure a default for which it receives notice, Lessee is entitled to (i) perform on Lessor's behalf or cure such default at Lessor's sole cost and expense and deduct the amount required therefore from future Rent owed; or (ii) terminate this Agreement upon fifteen (15) days advance notice to Lessor.

VII. TERMINATION

7 Rights at Termination. The following provisions shall apply upon expiration or other termination of this Agreement at any time for any reason:

7.1 Surviving Obligations. Lessee's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination shall survive and not terminate.

7.2 Delivery of Possession. Lessee shall, without demand, peaceably and quietly quit and deliver up the Leased Premises to Lessor thoroughly cleaned, in good repair, maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the same or in such better condition as the Leased Premises may hereafter be delivered to Lessee's possession at the beginning of the lease term.

7.3 Mutual Termination. If it is in the best interests of the City, the Aviation Director may agree with Lessee to a mutual termination of this Lease upon commercially reasonable terms that account for the circumstances existing at the time of the termination.

VIII. INDEMNITY AND INSURANCE

8 Indemnity and Insurance. Lessee shall insure the Leased Premises and its property and activities at and about the Leased Premises and shall provide insurance and indemnification as follows:

8.1 Insurance Required. Prior to entering, occupying or using the Leased Premises in any way thereafter, and in any event not later than the date 30 days after the date of this Agreement, and at all times thereafter, Lessee shall obtain and cause to be in force and effect the following insurance:

8.1.1 Airport Premises Liability Insurance. Lessee shall provide aircraft liability insurance that covers damages for bodily injury or property damage arising out of the use of airport premises including ramps and taxiways for the parking and storage of aircraft. Such insurance shall have a minimum limit of One Million Dollars (\$1,000,000) for each occurrence and a One Million Dollar (\$1,000,000) aggregate if applicable.

8.1.2 Special Perils or All Risk Property Coverage. Lessee shall maintain Special Risk Causes or Loss Property coverage, as defined by Insurance Services Office, Inc. in an amount per occurrence equal to the full replacement cost of the tenant's betterments and improvements and naming the Lessor as loss payee for the damage or destruction of that property. Lessee's Property coverage shall include debris removal coverage in an amount sufficient to clear the premises of Lessee or Lessee's customers disabled or destroyed property.

8.1.3 Hangar Keeper's Liability. If Lessee will store other than owned aircraft, Lessee shall carry Hangar Keeper's Liability coverage covering the portions of the Leased Premises used for aircraft storage in an amount equal to the full replacement cost of aircraft subject to loss or damage while in the care, custody, or control of Lessee for safekeeping, storage, service, or repair. The minimum insurance limits for this coverage shall be One Million Dollars (\$1,000,000). Lessee may pass this requirement on to a sublessee contractually if such sublessee has primary care and control of the premises.

8.1.4 Other Insurance. Any other insurance Lessor may reasonably require for the protection of Lessor and Lessor's employees, officials, representatives, officers, directors, and agents (collectively "Additional Insureds"), the Leased Premises, surrounding property, Lessee, or the activities carried on or about the Leased Premises. Likewise, Lessor may elect by notice to Lessee to increase the amount of any insurance to account for inflation, changes in risk, or any

other factor that Lessor reasonably determines to affect the prudent amount of insurance to be provided. Any modification or variation from these insurance requirements must be made by the Lessor's Risk Manager, whose decision is final. Such action will not require a formal contract amendment but may be made by administrative action by written notice providing no less than 90 days advance notice for compliance.

8.2 Form of All Insurance. All insurance policies shall meet the following requirements:

8.2.1 All policies except workers' compensation must name Lessor and the other Additional Insureds as additional insureds. Lessee shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement.

8.2.2 Lessee or Lessee's Insurer shall provide Lessor with at least 30 days prior notice of any cancellation, reduction or other material change in coverage.

8.2.3 All policies shall require that notices be given to Lessor in the manner specified for notices to Lessor under this Agreement.

8.2.4 "Occurrence" coverage is required. "Claims made" insurance is not permitted except for Environmental Impairment Liability and employment liability insurance.

8.2.5 Policies must also cover and insure Lessee's activities relating to the business operations and activities conducted from the Leased Premises.

8.2.6 All insurance policies shall contain a waiver of any transfer rights of recovery (subrogation) against Lessor, and all other Additional Insureds.

8.2.7 No deductibles, retentions, or "self-insured" amounts shall exceed Seven Hundred Fifty Thousand Dollars (\$750,000) in the aggregate per year, per policy. If Lessee desires higher deductibles, retentions, or "self-insured" amounts, Lessee shall notify Lessor in writing not more often than once per year requesting a change in the amount. Lessor shall have the right to accept, modify, limit, or reject Lessee's request. Lessee shall be solely responsible for any self-insurance amount or deductible. Lessor may require Lessee from time to time to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional letter of credit.

8.3 Insurance Certificates. Lessee shall evidence all insurance by furnishing to Lessor certificates of insurance annually and with each change in insurance. Certificates must evidence that the policy referenced by the certificate is in full force and effect and that the policy satisfies each requirement of this Agreement applicable to the policy. For example, certificates must indicate that Lessor and the other Additional Insureds are additional insureds and waiver of subrogation and other provisions apply. Certificates must be in a form acceptable to Lessor. All certificates are in addition to the actual policies and endorsements required. Lessee shall provide updated certificates at Lessor's request.

8.4 Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to Lessor. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++6.

8.5 Primary Insurance. Lessee's insurance including excess liability policies shall be primary insurance. Any insurance or self-insurance maintained by Lessor shall not contribute to Lessee's insurance.

8.6 Indemnity. In addition to all other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Lessee shall pay, indemnify, defend and hold harmless Lessor and all other Additional Insureds for, from and against any and all claims or harm related to the Leased Premises and/or this Agreement (the "Indemnity"). Without limitation, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings) which may arise in any manner out of any use of the Leased Premises or Lessor's property related to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the Leased Premises or surrounding areas related to this Agreement, including without limitation claims, liability, harm or damages caused in part by Lessor or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Lessee may be liable. The Indemnity shall also include and apply to any environmental, personal injury or other liability relating to Lessor's or Lessee's acquisition, ownership or use of real property developed, operated, owned, used, controlled or possessed by Lessor or Lessee under this Agreement.

Notwithstanding the foregoing, the Indemnity does not apply to:

8.6.1 Claims to the extent arising from the gross negligence or willful misconduct of Lessor.

8.6.2 Claims that the law prohibits from being imposed upon Lessee.

8.7 Risk of Loss. Lessor is not required to carry any insurance covering or affecting the Leased Premises or use of Lessor's property related to this Agreement. Lessee assumes the risk of any and all loss, damage or claims to the Leased Premises or related to Lessee's use of the Leased Premises or other property of Lessor, Lessee or third parties throughout the term hereof. Lessor expressly disclaims any representation that required insurance is adequate to protect any person or property against any risks related to the Leased Premises or any activities, uses or improvements related to the Leased Premises. Lessee's obligations to indemnify do not diminish in any way Lessee's obligations to insure; and Lessee's obligations to insure do not diminish in any way Lessee's obligations to indemnify. Lessee's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of Lessee under or connected with this Agreement. Lessee shall be responsible for any and all damages to its property and equipment related to this Agreement and shall hold harmless and indemnify Lessor regardless of the cause of such damages. In the event Lessee secures other insurance related to the Leased Premises or any improvements, property or uses related thereto, Lessee shall effect an endorsement under such policy waiving any and all insurer's rights of subrogation against Lessor and the other Additional Insureds.

8.8 Insurance to be Provided by Lessees, Sublessees, and Others. Any subleases, contractors, or other persons occupying, working on or about, or using the Leased Premises pursuant to this Agreement must also provide for the protection of Lessor and all other Additional Insureds all of the insurance and indemnification required by this Agreement. The preceding sentence does not require such persons to provide insurance that merely duplicates insurance Lessee provides. Lessee shall cause any persons basing aircraft at the Leased Premises to name Lessee, Lessor, and the Additional Insureds as additional insureds under their aircraft liability policies. Such policies shall contain waivers of subrogation as to Lessee and Lessor and the other Additional Insureds. Lessee shall execute a written agreement with subcontractors, sublessees, or others occupying, working on or about, or using the Leased Premises pursuant to this Agreement containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Lessor and Lessee. Lessee shall be responsible for executing the agreement with any sublessees, subcontractors or others occupying the Leased Premises and obtaining Certificates of Insurance verifying the insurance requirements.

IX. ASSIGNMENT/SUBLET

9 Terms and Conditions Applicable to Assignment and Subletting.

9.1 Lessee may not assign this Lease in total without the express written approval of Lessor, but Lessee may enter into subleases for a portion of the premises so long as such subleases are otherwise consistent with the terms of this Lease. Lessee shall notify Lessor and receive approval for any subleases. Regardless of Lessor's consent, no assignment of Lessee's obligations under the Lease shall:

- 9.1.1 Be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease;
- 9.1.2 Release Lessee of any obligations hereunder; or
- 9.1.3 Alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

9.2 Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending written approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default.

9.3 Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

9.4 In the event of any Default by Lessee, Lessor may proceed directly against Lessee, or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

9.5 Each request for consent to an assignment shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended

use and/or required modification of the Leased Premises, if any, \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested.

9.6 Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment or entering into such sublease, or entering into possession of the Leased Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

9.7 Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing.

9.8 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Leased Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

9.8.1 Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until an Event of Default shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that an Event of Default exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Event of Default exists, notwithstanding any claim from Lessee to the contrary.

9.8.2 In the event of an Event of Default by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults of such sublessor.

9.8.3 Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

9.8.4 No sublessee shall further assign or sublet all or any part of the Leased Premises without Lessor's prior written consent.

9.8.5 Lessor shall deliver a copy of any notice of Default by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

X. MISCELLANEOUS

10 Miscellaneous. The following additional provisions shall apply:

10.1 Amendments. This Agreement may not be amended except by a formal writing executed by the parties, including the approval of the City Council. Provided, however, the Aviation Director is authorized to approve minor administrative amendments to the provisions of this Lease which allow for relocation of Lessee to a comparable premises with additional or different features (such as a mezzanine) as long as the amount of the Rent as set forth in Section 4 is adjusted to account for the reasonable rental value of such new premises; provided always that any such relocation shall be upon mutual agreement of the parties.

10.2 Limited Severability. In the event any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision herein contained. Further, this Agreement shall be deemed automatically reformed to secure to Lessor the legal, equitable, practical and other benefits of the provisions of this Agreement as written to the very maximum extent permitted by law.

10.3 Conflicts of Interest. No member, official or employee of Lessor shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, that is prohibited by law.

10.4 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

10.5 Time of Essence. Time is of the essence of each and every provision of this Agreement. Any payments due on Saturday, Sunday or an Arizona legal holiday shall be due on the next succeeding day that is not a Saturday, Sunday or an Arizona legal holiday.

10.6 Non-Liability of Lessor Officials and Employees. No member, official, representative or employee of Lessor shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by Lessor or for any performance or amount that may become due to any party or successor or with respect to any obligation of Lessor or otherwise under the terms of this Agreement or related to this Agreement.

10.7 Notices. Except as otherwise indicated, all notices, waivers, demands, requests and other communications required or permitted by this Agreement (collectively, "Notices") shall be

in writing and shall be effective only if sent by one or more of the following methods: (a) personal delivery; (b) generally recognized overnight commercial courier regularly providing proof of delivery, with delivery charges prepaid or duly charged; (c) United States registered or certified mail, return receipt requested, postage prepaid, or (d) electronic mail (email) addressed to the parties at the respective addresses set forth opposite their names below, or to any other address or addresses as any party shall designate from time to time by notice given to the other in the manner provided in this article:

If to Lessor: Scottsdale Aviation Director
 15000 North Airport Drive, Suite 100
 Scottsdale, AZ 85260

AND

 City of Scottsdale
 3939 North Drinkwater Boulevard
 Scottsdale, AZ 85251
 Attn: City Attorney

If to Lessee: Aerobat Ventures, LLC
 10810 N. Tatum Boulevard, Suite 102-838
 Phoenix, AZ 85028
 Attn: Stockton Schultz

Notices to Lessee, other than a notice concerning a default, may be hand delivered to Lessee's general manager. Notices given or served by personal delivery shall be deemed to have been received upon tender to the respective party. Notices given or served by mail or commercial courier shall be deemed to have been given or served as of the date of delivery (whether accepted or refused). Notice given or served by electronic mail shall be deemed to have been given or served upon confirmation of receipt from the receiving party.

10.8 Funding. This article shall control notwithstanding any provision of this Agreement or any exhibit or other agreement or document related hereto. If funds necessary to fulfill Lessor's obligations under this Agreement are not appropriated by the Scottsdale City Council, Lessor may terminate this Agreement by 30 days' notice to Lessee. Termination in accordance with this provision shall not constitute a breach of this Agreement by Lessor. No person will be entitled to any compensation, damages or other remedy from Lessor if this Agreement is terminated pursuant to the terms of this subsection.

10.9 Article Headings. The article headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

10.10 Lessor's Right of Entry. Lessor reserves the right at all reasonable times during the term for Lessor or Lessor's agents to enter the Leased Premises for the purpose of inspecting and examining the same, and to show the same to actual or prospective tenants or lenders, and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable, and for any other purposes Lessor deems necessary. During the 90 days prior to the expiration of the term or any renewal term, Lessor may exhibit the Leased Premises to prospective tenants, and place upon the Leased Premises customary "For Lease" signs, as the case may be, which signs Lessee shall permit to remain thereon without molestation. If Lessee shall not be

personally present to open and permit entry into said Leased Premises, at any time, when for any reason an entry therein shall be necessary or permissible, Lessor or Lessor's agents may forcibly enter the same, without rendering Lessee liable therefor, and without any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided. No exercise by Lessor of any rights under this Article 16 shall entitle Lessee to any damages for inconvenience, disturbance, constructive eviction, loss of business or other damage to Lessee occasioned thereby, nor to any abatement of rent.

10.11 Attorneys' Fees. In the event any action or suit or proceeding is brought by either Lessor or Lessee to enforce compliance with this Agreement or for failure to observe any of the covenants of this Agreement or to vindicate or exercise any rights or remedies hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees, accounting fees, and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

10.12 No Third-Party Beneficiaries. Except as otherwise expressly provided, no person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder.

10.13 Exhibits. All exhibits attached hereto are incorporated into this Agreement by this reference.

10.14 Further Assurances. Lessee agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as Lessor may reasonably require to evidence, confirm or carry out the agreement contained herein.

10.15 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement shall be construed according to its plain meaning and neither for nor against any party hereto. Lessee acknowledges that the Rent payable hereunder was negotiated in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, which might otherwise favor Lessee.

10.16 Survival of Liability. All obligations of Lessee and Lessor hereunder and all warranties and indemnities of Lessee and Lessor hereunder shall survive termination of this Agreement for any reason.

10.17 Choice of Law. This Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of Arizona, without giving effect to any conflict of laws rules, and each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in Maricopa County, Arizona for the purposes of any action or proceeding arising out of or relating to this Agreement. Each party hereby consents to such jurisdiction and agrees that venue shall lie in the state or federal courts within Maricopa County, Arizona with respect to any claim or cause of action arising under or relating to this Agreement. Each party hereby waives any objection based on *forum non conveniens* and waives any objection to venue of any action instituted hereunder.

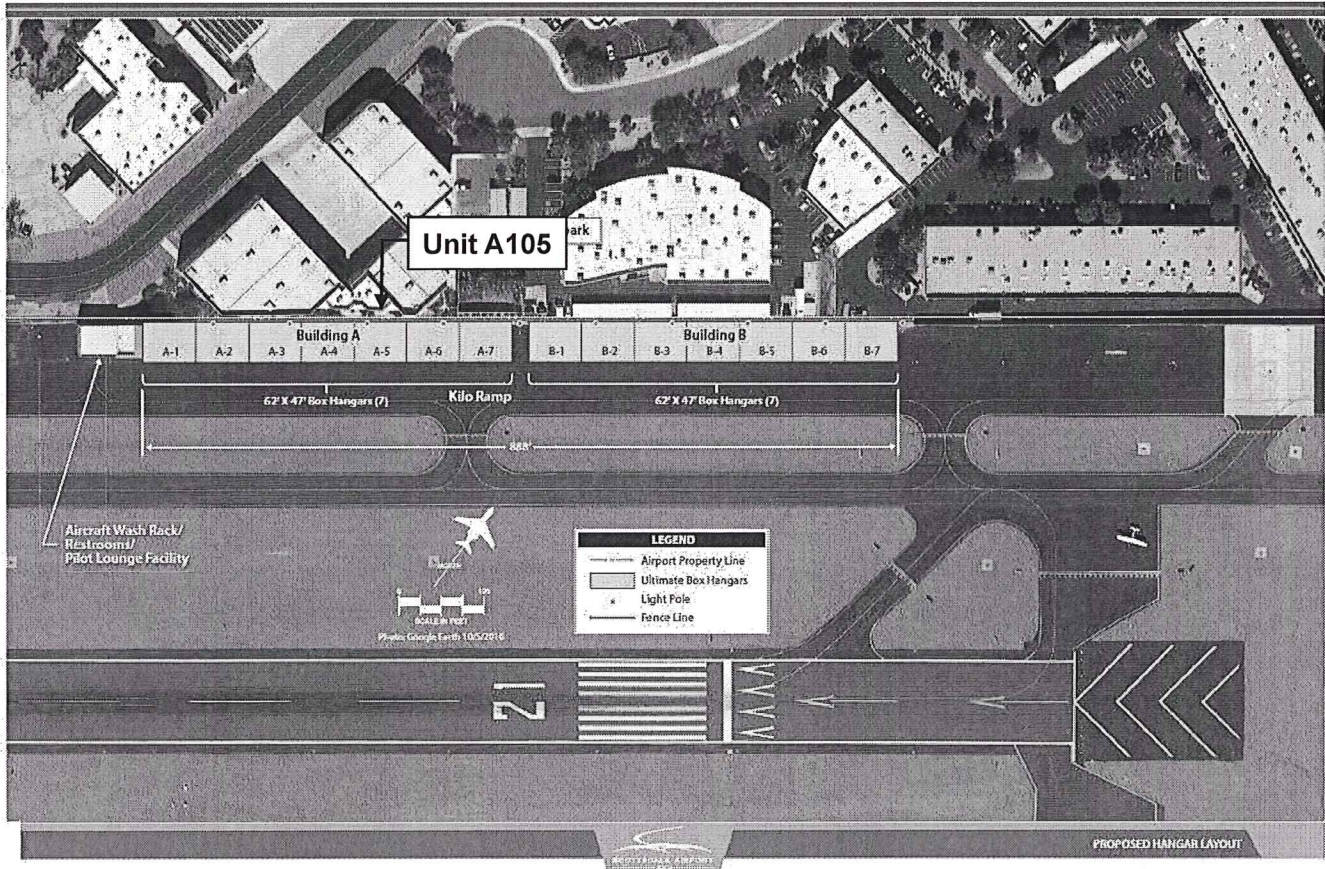
10.18 Approvals and Inspections. All approvals, reviews and inspections by Lessor under this Agreement or otherwise are for Lessor's sole benefit and not for Lessee's benefit.

Contract No. 2023-087-COS

10.19 Statutory Cancellation Right. In addition to its other rights hereunder, Lessor shall have the cancellation rights specified in A.R.S. § 38-511.

[Signature pages follow]

Exhibit "A"
General Layout of North General Aviation Box Hangars





Attachment 2: Location Map of General Aviation Box Hangars



COMMISSION ACTION REPORT

Discussion and Possible Action to Recommend to City Council Adoption of Resolution No. 12858 authorizing the award of the base bid and add alternates #1 and #2 for contract no. IFB – 032023-071 with J. Banicki Construction, Inc. in the amount of \$1,212,134.50 to construct perimeter road improvements at Scottsdale Airport; and

Authorize a FY 2023/24 appropriation contingency transfer up to \$650,000 from the Airport Future Grants Contingency (ZB53) to the Airport Perimeter Road Construction capital project (AI03) to be funded by the Operating Aviation Fund undesignated, unreserved ending fund balance.

Agenda Item No.: 6

Meeting Date: 06/21/23

Staff Contact: Chris Read,
Assistant Aviation Director -
Operations

Phone: (480) 312-2674

ACTION

The Airport Advisory Commission considers possible action to recommend to City Council Adoption of Resolution No. 12858 authorizing the award of the base bid and add alternate #1 for contract no. IFB – 032023-071 with J. Banicki Construction, Inc. in the amount of \$1,212,134.50 to construct perimeter road improvements at Scottsdale Airport; and authorize a FY 2023/24 appropriation contingency transfer up to \$650,000 from the Airport Future Grants Contingency (ZB53) to the Airport Perimeter Road Construction capital project (AI03) to be funded by the Operating Aviation Fund undesignated, unreserved ending fund balance.

PURPOSE

This contract will provide the services necessary to make perimeter road improvements at the City's Airport. This action will also ensure that sufficient funding is in place for the project.

KEY CONSIDERATIONS

- The perimeter road circumnavigates the airport along the north, east and south sides in order to provide service, airport and emergency response vehicles with an efficient way to get to the other side of the airport without having to cross the runway or taxiways.
- The project will be partially funded with a \$728,090.00 grant fund from ADOT Aeronautics.
- It will also be funded by \$650,000.00 of Aviation Enterprise Funds. See funding summary below.
- If the contract is awarded as scheduled, the work associated with this project will begin in August or September of 2023.
- The project is scheduled to take 27 working days to complete.
- There will be no runway closures associated with this project.
- The Aviation Department worked with the City's Purchasing Department to ensure that the project was bid in accordance with State and local procurement regulations/codes.

Funding summary

Airport Perimeter Road Improvements	Original Budget
Aviation Funds	0
Grant	728,090
Total	728,090

Airport Perimeter Road Improvements	Adjusted Budget
Aviation Funds	650,000
Grant	728,090
Total	1,378,090

- Attachment(s):
1. Draft Resolution No. 12858
 2. Draft Contract No. IFB-032023-071
 3. Project area map

Action Taken:

RESOLUTION NO. 12858

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA AUTHORIZING THE AWARD OF CONSTRUCTION CONTRACT NO. IFB-032023-071 WITH J. BANICKI CONSTRUCTION, INC., FOR THE AIRPORT PERIMETER ROAD IMPROVEMENTS PROJECT; AND AUTHORIZE A 2023/24 APPROPRIATION CONTINGENCY TRANSFER UP TO \$650,00 FROM THE AIRPORT FUTURE GRANTS CONTINGENCY (ZB53) TO THE AIRPORT PERIMETER ROAD RECONSTRUCTION CAPITAL PROJECT (AI03) TO BE FUNDED BY THE OPERATING AVIATION FUND UNDESIGNATED, UNRESERVED ENDING FUND BALANCE.

WHEREAS, the City of Scottsdale desires to construct perimeter road improvements at Scottsdale airport; and

WHEREAS, J. Banicki Construction., Inc., has offered to provide to the City the requisite construction services necessary for construction the airport perimeter road improvements project; and

WHEREAS, Section 2 of Ordinance No. 4460 allows expenditures to be made from budget contingencies and reserves upon recommendation of the City Manager and approval of the Council;

WHEREAS, the City is required to balance its budget and all associated funds; now, therefore

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. That the Mayor of the City of Scottsdale is hereby authorized and directed to execute Agreement No. IFB 032023-071, in the amount of one million, two hundred twelve thousand one hundred thirty-four dollars and fifty cents (\$1,212,134.50) between the City and J. Banicki Construction., Inc. for construction services in connection with the airport perimeter road improvements project.

Section 2. The Council hereby authorizes a FY 2023/24 appropriation contingency transfer up to \$650,000 from the Airport Future Grants Contingency (ZB53) to the Airport Perimeter Road Reconstruction capital project (AI03) to be funded by the Operating Aviation Fund undesignated, unreserved ending fund balance.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 10th day of July 2023.

ATTEST:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

Ben Lane, City Clerk

David D. Ortega, Mayor

APPROVED AS TO FORM:

Sherry R. Scott, City Attorney
By: Eric C. Anderson
Senior Assistant City Attorney



**CITY OF SCOTTSDALE
CONSTRUCTION CONTRACT**

BID NUMBER: IFB-032023-071

PROJECT NUMBER: AI03

PROJECT NAME: Airport Perimeter Road Reconstruction Project

THIS CONTRACT, entered into this _____ day of _____, 2023, between J. Banicki Construction, Inc., an Arizona Corporation, herein after designated "Contractor" and the City of Scottsdale, County of Maricopa, and State of Arizona, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, the "City".

WITNESSETH:

The Contractor, in consideration of the sum to be paid Contractor by the City, in the manner and at the time provided, and of the other covenants and agreements contained in this Contract and under the penalties expressed in the bonds provided, agrees, for itself, its heirs, executors, administrators, successors, and assigns as follows:

SECTION 1 - SCOPE OF WORK: The Contractor will furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for Bid No. IFB-032023-071, Project No. (AI03) and to completely and totally construct the project and install the material in the project for the City, in a good workmanlike and substantial manner to the satisfaction of the City and under the oversight of the City, or other properly authorized agents and strictly in accordance with the Plans and Specifications prepared for the City, and with any modifications of the Plans and Specifications and other documents that may be made by the City or other properly authorized agents, as provided in this Contract.

The Contractor agrees that this Contract, as awarded, is for Bid No. IFB-032023-071, Project No. AI03A, SOLICITATION title Airport Perimeter Road Reconstruction Project in the amount of \$1,212,134.50 and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Bid Form.

SECTION 2 - CONTRACT DOCUMENTS: The Contract Documents consist of the Invitation for Bid, Bid No. IFB-032023-071, Plans, Standard Specifications and Details, Project Manuals, General and Special Provisions, Addenda, if any, and Contractor's Bid, as accepted by the Mayor and Council. Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract.

BID NUMBER: IFB-032023-071

PROJECT NUMBER: AI03

PROJECT NAME: Airport Perimeter Road Reconstruction Project

SECTION 3 - TIME OF COMPLETION: The Contractor further covenants and agrees at its own proper cost and expense, to do all work as required for the construction of the improvements and to completely construct the project and install the materials, as called for by the Contract Documents free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the bid documents.

SECTION 4 - PAYMENTS: In consideration of the faithful performance of the work as stated in the Contract Documents, which have been made a part of this Contract by reference, and in accordance with the directions of the City, through its Contract Administrator or other properly authorized agent and to City's satisfaction, the City agrees to pay the Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid and/or lump sum price on the Bid Form. Any progress payments made must be in accordance with the General Terms and Conditions as stated in the Contract Documents and final payment will be made within 60 days after final inspection and acceptance of the work.

SECTION 5 - CONTRACT ADMINISTRATOR IS: Chris Read or designee.

IN WITNESS WHEREOF, 2 identical counterparts of this contract, each of which are for all purposes considered an original, have been duly executed by the parties on the date and year first above written.

CITY OF SCOTTSDALE

By: _____
David D. Ortega, Mayor

CONTRACTOR:

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, #240
Phoenix, AZ 85040

Mike Abraham, President

By: _____
(signature of authorized representative)

ATTEST:

BY: _____
Ben Lane, City Clerk

REVIEWED:

George Woods
Risk Management Director

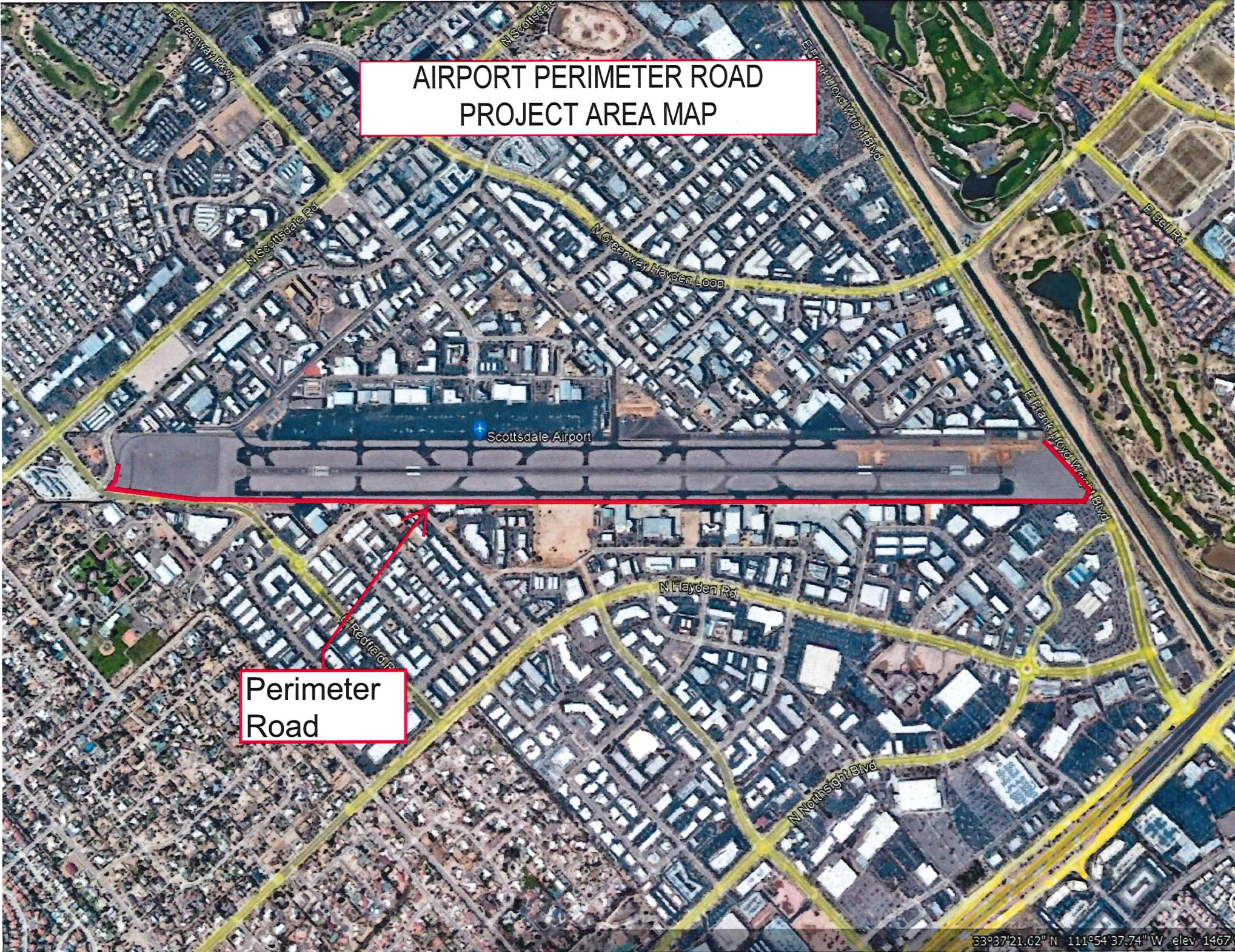
Robert Schoepe, CPPO
Purchasing Director

Chris Read
Contract Administrator

APPROVED AS TO FORM:

Sherry R. Scott, City Attorney
By: Eric C. Anderson
Senior Assistant City Attorney

AIRPORT PERIMETER ROAD PROJECT AREA MAP



Perimeter
Road



COMMISSION ACTION REPORT

Discussion and Possible Action to Recommend to City Council Adoption of Resolution No. 12876 authorizing the award of contract no. IFB – 032023-074 with J. Banicki Construction, Inc. in the amount of \$901,015.55 to construct Airport Drive improvements at Scottsdale Airport; and

Authorize a FY 2023/24 appropriation contingency transfer up to \$125,000 from the Airport Match Contingency (ZB52) to the Rehabilitate Airport Drive capital project (AJ02) to be funded by the Operating Aviation Fund undesignated, unreserved ending fund balance.

Agenda Item No.: 7

Meeting Date: 06/21/23

Staff Contact: Chris Read,
Assistant Aviation Director -
Operations

Phone: (480) 312-2674

ACTION

The Airport Advisory Commission considers possible action to recommend to City Council Adoption of Resolution No. 12876 authorizing the award of contract no. IFB – 032023-074 with J. Banicki Construction, Inc. in the amount of \$901,015.55 to construct Airport Drive improvements at Scottsdale Airport; and authorize a FY 2023/24 appropriation contingency transfer up to \$125,000 from the Airport Match Contingency (ZB52) to the Rehabilitate Airport Drive capital project (AJ02) to be funded by the Operating Aviation Fund undesignated, unreserved ending fund balance.

PURPOSE

This contract will provide the services necessary to improve Airport Drive at the City's Airport. This action will also ensure that sufficient funding is in place for the project.

KEY CONSIDERATIONS

- Airport Drive is the main access street on the west side of the airport.
- The project will be 90% funded with a grant fund from ADOT Aeronautics in the amount of \$839,736.00. The Aviation Enterprise fund will match the remaining 10%
- It will also be funded by and additional \$125,000.00 of Aviation Enterprise Funds. See funding summary below. The additional funding above the cost of the construction contract will be used to pay for design and construction administration.
- If the contract is awarded as scheduled, the work associated with this project will begin in August or September of 2023.
- The project is scheduled to take 9 working days to complete.
- The Aviation Department worked with the City's Purchasing Department to ensure that the project was bid in accordance with State and local procurement regulations/codes.

Commission Action Report

Agenda Item No.: 7

Funding summary

Airport Drive Improvements	Original Budget
Aviation Funds	93,304
Grant	839,736
Total	933,040

Airport Drive Improvements	Adjusted Budget
Aviation Funds	218,304
Grant	839,736
Total	1,058,040

- Attachment(s):
1. Draft Resolution No. 12876
 2. Draft Contract No. IFB-032023-074
 3. Project area map

Action Taken:

RESOLUTION NO. 12876

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA AUTHORIZING THE AWARD OF CONSTRUCTION CONTRACT NO. IFB-032023-074 WITH J. BANICKI CONSTRUCTION, INC., FOR THE AIRPORT DRIVE IMPROVEMENTS PROJECT; AND AUTHORIZE A 2023/24 APPROPRIATION CONTINGENCY TRANSFER UP TO \$125,000 FROM THE AIRPORT MATCH CONTINGENCY (ZB52) TO THE REHABILITATE AIRPORT DRIVE CAPITAL PROJECT (AJ02) TO BE FUNDED BY THE OPERATING AVIATION FUND UNDESIGNATED, UNRESERVED ENDING FUND BALANCE.

WHEREAS, the City of Scottsdale desires to construct airport drive improvements at Scottsdale airport; and

WHEREAS, J. Banicki Construction, Inc., has offered to provide to the City the requisite construction services necessary for construction the airport drive improvements project; and

WHEREAS, Section 2 of Ordinance No. 4460 allows expenditures to be made from budget contingencies and reserves upon recommendation of the City Manager and approval of the Council;

WHEREAS, the City is required to balance its budget and all associated funds; now, therefore

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. That the Mayor of the City of Scottsdale is hereby authorized and directed to execute Agreement No. IFB 032023-074, in the amount of nine hundred one thousand fifteen dollars and fifty-five cents (\$901,015.55) between the City and J. Banicki Construction, Inc. for construction services in connection with the airport drive improvements project.

Section 2. The Council hereby authorizes a FY 2023/24 appropriation contingency transfer up to \$125,000 from the Airport Match Contingency (ZB52) to the rehabilitate airport drive capital project (AJ02) to be funded by the Operating Aviation Fund undesignated, unreserved ending fund balance.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 10th day of July 2023.

ATTEST:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

Ben Lane, City Clerk

David D. Ortega, Mayor

APPROVED AS TO FORM:

Sherry R. Scott, City Attorney
By: Eric C. Anderson
Senior Assistant City Attorney



**CITY OF SCOTTSDALE
CONSTRUCTION CONTRACT**

BID NUMBER: IFB-032023-074

PROJECT NUMBER: AJ02

PROJECT NAME: Airport Drive Rehabilitation Project

THIS CONTRACT, entered into this ____ day of _____, 2023, between J. Banicki Construction, Inc., an Arizona Corporation, herein after designated "Contractor" and the City of Scottsdale, County of Maricopa, and State of Arizona, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, the "City".

WITNESSETH:

The Contractor, in consideration of the sum to be paid Contractor by the City, in the manner and at the time provided, and of the other covenants and agreements contained in this Contract and under the penalties expressed in the bonds provided, agrees, for itself, its heirs, executors, administrators, successors, and assigns as follows:

SECTION 1 - SCOPE OF WORK: The Contractor will furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all work for Bid No. IFB-032023-074, Project No. (AJ02) and to completely and totally construct the project and install the material in the project for the City, in a good workmanlike and substantial manner to the satisfaction of the City and under the oversight of the City, or other properly authorized agents and strictly in accordance with the Plans and Specifications prepared for the City, and with any modifications of the Plans and Specifications and other documents that may be made by the City or other properly authorized agents, as provided in this Contract.

The Contractor agrees that this Contract, as awarded, is for Bid No. IFB-032023-074, Project No. AJ02, SOLICITATION title Airport Drive Rehabilitation Project in the amount of \$901,015.55 and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Bid Form.

SECTION 2 - CONTRACT DOCUMENTS: The Contract Documents consist of the Invitation for Bid, Bid No. IFB-032023-074, Plans, Standard Specifications and Details, Project Manuals, General and Special Provisions, Addenda, if any, and Contractor's Bid, as accepted by the Mayor and Council. Performance Bond, Payment Bond, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this Contract.

BID NUMBER: IFB-032023-074

PROJECT NUMBER: AJ02

PROJECT NAME: Airport Drive Rehabilitation Project

SECTION 3 - TIME OF COMPLETION: The Contractor further covenants and agrees at its own proper cost and expense, to do all work as required for the construction of the improvements and to completely construct the project and install the materials, as called for by the Contract Documents free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the bid documents.

SECTION 4 - PAYMENTS: In consideration of the faithful performance of the work as stated in the Contract Documents, which have been made a part of this Contract by reference, and in accordance with the directions of the City, through its Contract Administrator or other properly authorized agent and to City's satisfaction, the City agrees to pay the Contractor the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid and/or lump sum price on the Bid Form. Any progress payments made must be in accordance with the General Terms and Conditions as stated in the Contract Documents and final payment will be made within 60 days after final inspection and acceptance of the work.

SECTION 5 - CONTRACT ADMINISTRATOR IS: Chris Read or designee.

IN WITNESS WHEREOF, 2 identical counterparts of this contract, each of which are for all purposes considered an original, have been duly executed by the parties on the date and year first above written.

CITY OF SCOTTSDALE

By: _____
David D. Ortega, Mayor

CONTRACTOR:

J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, #240
Phoenix, AZ 85040

(Mike Abraham, President)

By: _____
(signature of authorized representative)

ATTEST:

BY: _____
Ben Lane, City Clerk

REVIEWED:

George Woods
Risk Management Director

Robert Schoepe, CPPO
Purchasing Director

Chris Read
Contract Administrator

APPROVED AS TO FORM:

Sherry R. Scott, City Attorney
By: Eric C. Anderson
Senior Assistant City Attorney

AIRPORT DRIVE
REHABILITATION PROJECT
AREA MAP





COMMISSION INFORMATION REPORT

Discussion and input regarding Operations Report for May 2023

Agenda Item No.: 8

Meeting Date: 06/21/23

Staff Contact: Chris Read,
Asst. Aviation Director-Operations

Phone: (480) 312-2674

INFORMATION

Airport Monthly Operations Update for May 2023

PURPOSE

The purpose of this item is to keep the Airport Advisory Commission informed as to the operational status of the Airport.

BASED AIRCRAFT

	<u>Helicopter</u>	<u>Single Piston</u>	<u>Single turboprop</u>	<u>Twin Piston</u>	<u>Twin Turboprop</u>	<u>Jet</u>	<u>Total</u>
Current Month	41	133	23	7	14	181	399
May 2022	30	138	28	8	16	198	418

OPERATIONS

	<u>May 2022</u>	<u>May 2023</u>	<u>% Δ</u>	<u>2022 YTD</u>	<u>2023 YTD</u>	<u>% Δ</u>
Total	14,527	15,417	6.13	75,043	71,719	-4.4
IFR	6,139	5,414	-11.8	33,700	29,417	-12.7

ALERTS

<u>Date</u>	<u>Type</u>	<u>Description</u>
5/23/23	2	Piper PA-28, Carbon monoxide in the cockpit

INCIDENTS

<u>Date</u>	<u>Description</u>
5/06/23	Small fuel leak, Atlantic ramp
5/11/23	Fuel leak, Signature ramp
5/13/23	Small fuel leak, Jet Aviation ramp
5/18/23	Cessna 172, flat left main at run-up area
5/23/23	Small fuel spill, Signature ramp

Commission Information Report

Agenda Item No.: 8

Airport Monthly Operations Update for May 2023

ENFORCEMENT ACTIONS

<u>Date</u>	<u>Violation</u>	<u>Enforcement Method Used</u>	<u>Comments</u>
5/01/23	Vehicle parking violation	Verbal	1 st Violation
5/03/23	Aircraft parked in transient for more than 14 days	N.O.V.	2 nd Violation
5/07/23	Pilot jumped fence after inadvertently being locked out while going to restaurant	Verbal	1 st Violation
5/17/23	Aircraft maintenance performed without a permit	Verbal, escorted off the airport	1 st Violation
5/17/23	Aiding and abetting unauthorized aircraft maintenance work	Verbal	1 st Violation
5/18/23	Unauthorized use of airport access device	Verbal, access card deactivated	1 st Violation
5/19/23	Vehicle parking violation	N.O.V.	1 st Violation
5/19/23	Pilot performed stop and go after hours	Verbal	1 st Violation
5/20/23	Pilot performed stop and go after hours	Verbal	1 st Violation
5/22/23	Security violation – contractor unescorted	N.O.V., escorted off the airport	1 st Violation
5/23/23	Failure to wait for airpark access gate to close before proceeding	Verbal	1 st Violation
5/23/23	Unauthorized vehicle drove through airpark access gate	Verbal	1 st Violation
5/23/23	Aiding and abetting unauthorized vehicle driving through airpark access gate	N.O.V.	2 nd Violation
5/26/23	Parking violation	N.O.V.	1 st Violation
5/28/23	Parking violation	N.O.V.	1 st Violation
5/29/23	Unauthorized use of airpark access device	N.O.V.	2 nd Violation

U.S. CUSTOMS

<u>*Revenue (Month)</u>	<u>Total Uses Month</u>	<u>U.S. Visit Uses (flights/current month)</u>	<u>Comments</u>
\$104,125	174	10	U.S. Visit Summary 41 Mexican, 1 Spanish

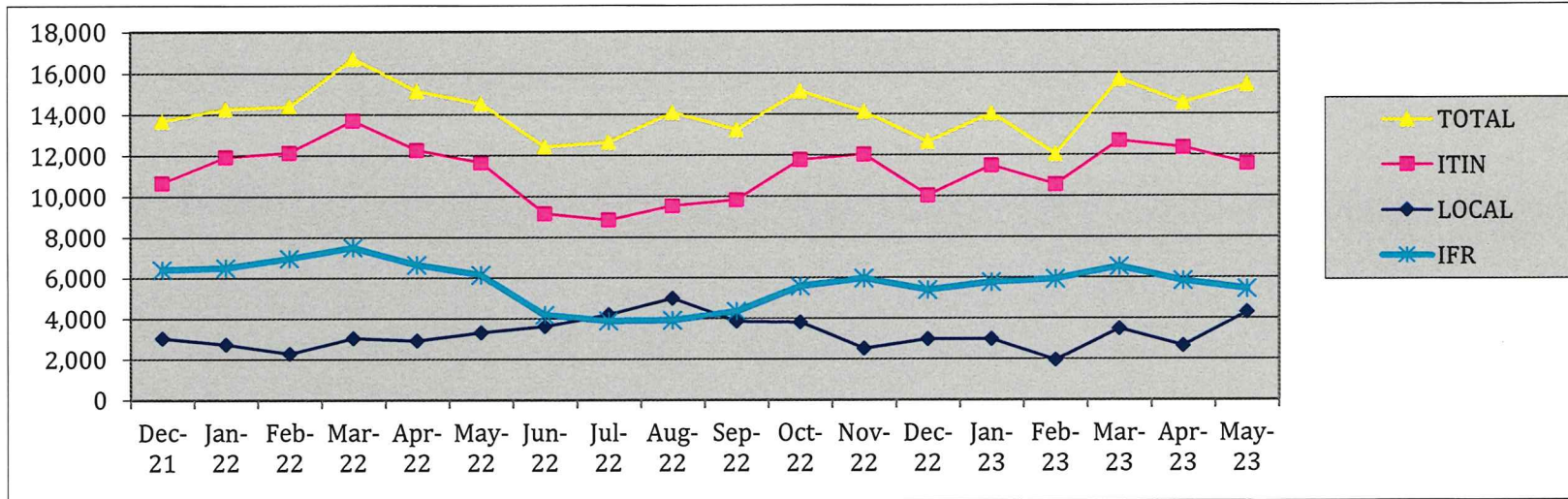
<u>*Revenue (FYTD)</u>	<u>Total Uses Month</u>	<u>Total Uses (FYTD)</u>
2022/2023 \$1,137,325	MAY 2023 174	2022/2023 1,803
2021/2022 \$1,115,175	MAY 2022 191	2021/2022 1,846

*Revenue = User Fees and Overtime Fees Charged to Users
75,000 lbs. + PPR = 70 (calendar year 2023)

SCOTTSDALE AIRPORT OPERATIONS 2021-2023

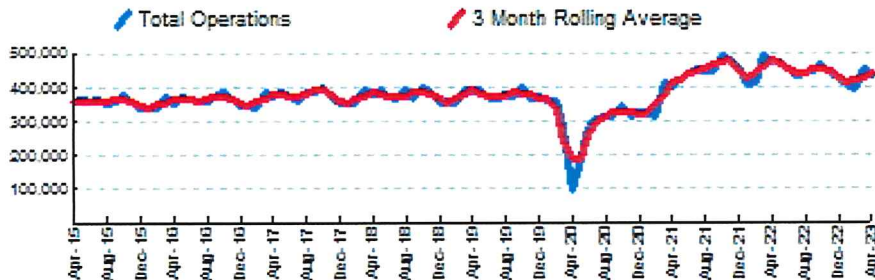


	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23
ITIN	10,630	11,886	12,101	13,667	12,217	11,607	9,118	8,809	9,490	9,785	11,734	11,987	9,996	11,443	10,525	12,654	12,317	11,530
LOCAL	3,054	2,741	2,286	3,041	2,927	3,321	3,617	4,204	4,988	3,870	3,818	2,531	2,984	2,983	1,960	3,489	2,653	4,293
IFR	6,385	6,484	6,951	7,498	6,628	6,139	4,177	3,896	3,925	4,350	5,575	5,954	5,374	5,761	5,914	6,518	5,810	5,414
TOTAL	13,684	14,277	14,387	16,708	15,144	14,527	12,414	12,646	14,085	13,240	15,130	14,125	12,640	14,030	12,037	15,687	14,548	15,417





1.Total Business Jet Operations



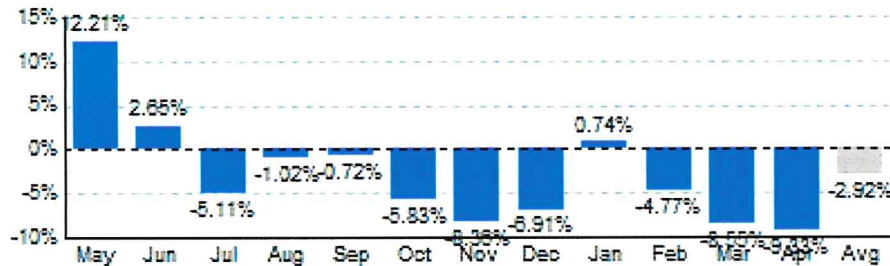
Source: ETMSC
Note: Operations refer to arrivals and departures.

4.Overall Trends (Calendar Year)

Year	Total		Domestic		International	
	Operations	Change	Operations	Change	Operations	Change
2013	4,072,848		3,394,942		677,906	
2014	4,235,910	4.00%	3,527,038	3.89%	708,872	4.57%
2015	4,291,174	1.30%	3,605,060	2.21%	686,114	-3.21%
2016	4,349,740	1.36%	3,667,338	1.73%	682,402	-0.54%
2017	4,483,614	3.08%	3,793,700	3.45%	689,914	1.10%
2018	4,520,968	0.83%	3,824,528	0.81%	696,440	0.95%
2019	4,533,920	0.29%	3,836,578	0.32%	697,342	0.13%
2020	3,501,192	-22.78%	3,033,148	-20.94%	468,044	-32.88%
2021	5,099,528	45.65%	4,421,070	45.76%	678,458	44.96%
2022	5,369,454	5.29%	4,577,730	3.54%	791,724	16.69%
2023*	1,688,448		1,415,934		272,514	

* - Year to date
Source: ETMSC
Note: International flights include US to Foreign, Foreign to US and all foreign operations.

2.Year Over Year Change in Business Jet Operations May 22 - Apr 23 vs. May 21 - Apr 22



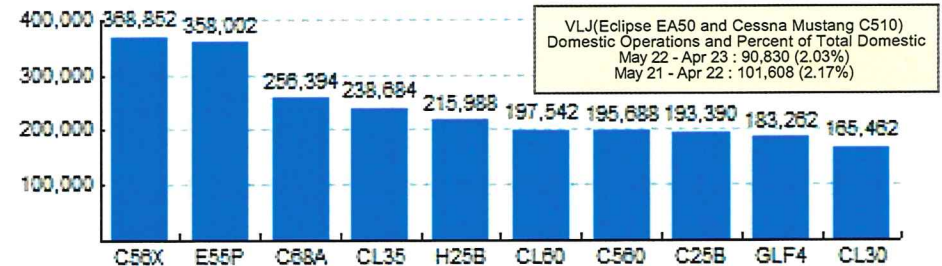
Source: ETMSC

3.Monthly Trends

Month	Total			Domestic			International		
	2022-2023	2021-2022	Change	2022-2023	2021-2022	Change	2022-2023	2021-2022	Change
May	473,042	421,562	12.21%	403,764	367,420	9.89%	69,278	54,142	27.96%
Jun	450,206	438,584	2.65%	382,244	384,866	-0.68%	67,962	53,718	26.52%
Jul	432,792	456,088	-5.11%	366,962	396,246	-7.39%	65,830	59,842	10.01%
Aug	443,560	448,138	-1.02%	381,670	391,248	-2.45%	61,890	56,890	8.79%
Sep	445,926	449,154	-0.72%	388,060	394,386	-1.60%	57,866	54,768	5.66%
Oct	467,328	496,238	-5.83%	407,108	434,386	-6.28%	60,220	61,852	-2.64%
Nov	437,452	477,342	-8.36%	372,284	410,554	-9.32%	65,168	66,788	-2.43%
Dec	427,326	459,058	-6.91%	357,666	390,574	-8.43%	69,660	68,484	1.72%
Jan	410,146	407,152	0.74%	342,222	346,468	-1.23%	67,924	60,684	11.93%
Feb	396,146	415,990	-4.77%	334,066	353,248	-5.43%	62,080	62,742	-1.06%
Mar	450,536	492,664	-8.55%	376,892	415,274	-9.24%	73,644	77,390	-4.84%
Apr	431,620	476,016	-9.33%	362,754	402,982	-9.98%	68,866	73,034	-5.71%
Total	5,266,080	5,437,986	-3.16%	4,475,692	4,687,652	-4.52%	790,388	750,334	5.34%

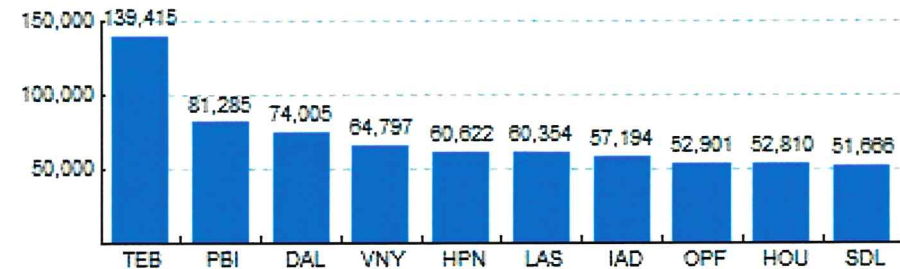
Source: ETMSC
Note: International flights include US to Foreign, Foreign to US and all foreign operations.

5.Top Ten Aircraft for Domestic Business Jet Operations May 22 - Apr 23



Source: ETMSC

6.Top Ten Airports for Domestic Business Jet Operations May 22 - Apr 23



Source: ETMSC

Comments:



COMMISSION INFORMATION REPORT

Discussion and input regarding the Monthly Airport Construction Report for June 2023

Agenda Item No.: 9

Meeting Date: 06/21/23

Staff Contact: Chris Read,
Asst. Aviation Director-Operations

Phone: (480) 312-2674

INFORMATION

Airport Construction Update for June 2023

PURPOSE

The purpose of this item is to keep the Airport Advisory Commission informed as to the status of all construction activity at the City's airport.

FUTURE PROJECTS

Airport Perimeter Road Reconstruction Project

<u>Description</u>	<u>Approximate Cost</u>	<u>Status</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Remove and replace pavement and install new markings.	\$1,100,000	Award Phase	August, 2023	September, 2023

Airport Drive Rehabilitation Project

<u>Description</u>	<u>Approximate Cost</u>	<u>Status</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Remove and replace various depths of pavement and install new markings.	\$900,000	Award Phase	August, 2023	August, 2023

Taxiway A4 Rehabilitation Project

<u>Description</u>	<u>Approximate Cost</u>	<u>Status</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Remove and replace pavement and install new markings.	\$950,000	Bidding Phase	September, 2023	October, 2023

Main Apron Lighting Rehabilitation Project

<u>Description</u>	<u>Approximate Cost</u>	<u>Status</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Change old inefficient light fixtures over to new L.E.D. fixtures.	\$350,000	Bidding Phase	September, 2023	October, 2023



COMMISSION ACTION REPORT

Discussion and input regarding Airport and Airpark Aeronautical Business Permit Additions, Cancellations, and Revocations

Agenda Item No.: 10

Meeting Date: 06/21/23

Staff Contact: Carmen Williams,
Aviation Finance & Administration
Manager

Phone: (480) 312-8475

INFORMATION

Review of Airport and Airpark permittees and major tenant Aeronautical Business Permit additions, cancellations, and revocations.

PURPOSE

Per the request of the Airport Advisory Commission, a report will be provided as needed indicating additions, cancellations, and revocations of Aeronautical Business Permits.

KEY CONSIDERATIONS

- Attached are the current lists of Airport and Airpark permittees.
- List provides what type of aeronautical activity the business is conducting and the contact information.
- Any additions, cancellations, suspensions, and revocations will be highlighted on the list.

Attachment(s):
1. Current Airport Permittee List by Category
2. Current Airpark Permittee List by Category

AIRPORT AERONAUTICAL BUSINESS PERMITS & TENANTS

JUNE 2023

AIRCRAFT CHARTER, SALES & MANAGEMENT				
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
AMERICAN FLIGHT SUPPORT, LLC	AIRCRAFT CHARTER BROKERAGE	JA	BEN MOKE	888-245-4017
ASI CHARTER INC. dba PEAK MEDEVAC INTL	AIRCRAFT CHARTER	AASC	EUGENE HAGGAN	720-649-0600
ATLANTIC AVIATION - CHARTER	AIRCRAFT CHARTER	AASC	RICK WIELEBSKI	480-948-2400
BUSINESS AIRCRAFT MANAGEMENT dba EXECUTIVE AIRCRAFT SERVICES	AIRCRAFT CHARTER/SALES/MANAGEMENT	SFS	GORDON JOHNSON	480-905-8659
C. WRIGHT AVIATION, LLC	AIRCRAFT SALES/CHARTER BROKERAGE	AASC	CYGNE LASHAE SWAN	480-500-1818
CB AVIATION, INC.	AIRCRAFT CHARTER/MANAGEMENT	JA	PHIL TORSELLO	801-621-0326
CIRRUS DESIGN CORP DBA CIRRUS AIRCRAFT	AIRCRAFT MANAGEMENT/SALES	AA	RAVI DHARNIDHARKA	865-724-1959
G.G.R. AVIATION	AIRCRAFT MANAGEMENT	SFS	GUY MILANOVITS	480-614-1166
GRANDVIEW AVIATION, LLC	AIRCRAFT CHARTER	SFS	DARRELL BONEBRAKE	888-573-9426
J&S AVIATION	AIRCRAFT MANAGEMENT	MOBILE	SEAN FOWLER	480-241-9437
JET LINX SCOTTSDALE	AIRCRAFT CHARTER/MANAGEMENT	AASC	JON HULBURD	866-538-5469
JET FLEET, LLC	AIRCRAFT SALES	SFS	STEVE GAGE	480-286-0029
JET PROS, LLC	AIRCRAFT CHARTER/BROKERAGE/MANAGEMENT	SFS	MARGARET PIONTEK	480-444-2452
JOHN HOPKINSON & ASSOCIATES	AIRCRAFT SALES	AA	CHRISTINA HOPKINSON	403-637-2250
M&N EQUIPMENT, LLC dba M&N AVIATION	AIRCRAFT CHARTER/MANAGEMENT	SFS	TODD SCHIECK	720-356-4830
MACKIN AVIATION, LLC	AIRCRAFT SALES	AA	BRIAN MACKIN	480-363-0058
MAINE AVIATION AIRCRAFT CHARTER, LLC dba MAC JET CENTER	AIRCRAFT CHARTER	SPH	ALYSAN CARUSO	207-780-1811
PRISMJET, LLC	CHARTER BROKERAGE/AIRCRAFT MANAGEMENT		SCOTT CASEY	
SAWYER CHARTER SERVICE	AIRCRAFT CHARTER/SALES	AA	CHAD VERDAGLIO	480-922-2723
SCOTT AIR, LLC dba ISLAND AIR EXPRESS	AIRCRAFT CHARTER	AASC	SCOTT CURRIER	602-274-4370
SET JET	AIRCRAFT CHARTER BROKERAGE	SPH	WILLIAM SMITH	480-264-6500
SOUTHWEST AERO, LLC	AIRCRAFT SALES	AA	BRIAN MACKIN	480-363-0058

AIRCRAFT RENTAL, LEASING & FLIGHT TRAINING				
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
AMERICAN FLYERS, INC.	FLIGHT TRAINING	AANC	STEVEN DAUN	954-784-2122
AVIATION RESOURCE GROUP (AERODYNE)	AIRCRAFT RENTAL/FLIGHT TRAINING	AASC	DOUG COX	480-359-7979
CIRRUS DESIGN CORP DBA CIRRUS AIRCRAFT	AIRCRAFT RENTAL/FLIGHT TRAINING	AA	RAVI DHARNIDHARKA	865-724-1959
FLIGHTWORKS INC.	AIRCRAFT RENTAL/LEASING/FLIGHT TRAINING	SFS	RYAN STRAND	602-999-5629
LEGACY FLIGHT TRAINING	FLIGHT TRAINING	ACC	WILLIAM INGLIS	772-539-0420
LEOPARD AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	AASC	THOMAS NOON	760-419-2252
PLUS 5 SPORT AERO	FLIGHT TRAINING	JA	BUD DAVIDSON	602-971-3991
SAWYER AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	AA	CHAD & MARY VERDAGLIO	480-922-5221
SCOTTSDALE EXECUTIVE FLIGHT TRAINING	AIRCRAFT RENTAL/FLIGHT TRAINING	SFS	GUY MILANOVITS	480-614-1166

SDL HOLDINGS - ATP	FLIGHT TRAINING	AASC	JIM KOZIARSKI	904-273-3018
SIERRA CHARLIE AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	SFS	SCOTT CAMPBELL	480-390-2346
UNIVERSAL HELICOPTERS, INC.	FLIGHT TRAINING/LEASING/PHOTOGRAPHY	JA	GORDON JIROUX	480-951-6283
VERTICAL WORKS	FLIGHT TRAINING	JA	CHARLES CHADWICK	732-865-1610

AIRCRAFT MAINTENANCE & REPAIR

BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
ACROPRO LLC	MOBILE AIRCRAFT MAINTENANCE	MOBILE	PIKE KELLY	805-268-4962
ARIZONA AIRCRAFT INTERIOR DESIGN	SPECIALIZED AIRCRAFT REPAIR	SFS	MICHAEL BRYANT	480-832-1330
AVIATION.ONE JET MAINTENANCE LLC	AIRCRAFT MAINTENANCE	SPH	ROB ARCHER	480-923-9135
AZ JET SERVICES	AIRCRAFT MAINTENANCE	SFS	DAVE FERNEAU	602-380-5555
CESSNA AIRCRAFT COMPANY	AIRCRAFT MAINTENANCE	SFS	RANDALL SOUTIERE	480-840-9430
CIRRUS DESIGN CORP DBA CIRRUS AIRCRAFT	AIRCRAFT MAINTENANCE	AASC	RAVI DHARNIDHARKA	865-724-1959
CONSTANT AVIATION, LLC	AIRCRAFT MAINTENANCE	AASC	NATHAN ROMNEY	469-323-4081
DALLAS AIRMOTIVE	AIRCRAFT MAINTENANCE	SFS	DAVID HUTCHISON	214-477-9033
DIRECTMX AVIATION LLC	AIRCRAFT MAINTENANCE	AASC	VAN NGUYEN	520-409-7860
DUNCAN AVIONICS	AIRCRAFT MAINTENANCE	SFS	JIM DAVIS	480-922-3575
G.G.R. AVIATION	MOBILE AIRCRAFT MAINTENANCE	SFS	GUY MILANOVITS	480-614-1166
JET EAST AVIATION	AIRCRAFT MAINTENANCE	SFS	SHAWN GEORGE	216-212-8056
LEARJET/BOMBARDIER INC.	AIRCRAFT MAINTENANCE	SFS	SEBASTIAN MOORE	520-746-5100
PDR SERVICES	SPECIALIZED AIRCRAFT REPAIR	SFS	PHILIP CHAPMAN	480-202-2908
PREMIER AIR CENTER dba WEST STAR AVIATION	AIRCRAFT MAINTENANCE	SFS	RODGER RENAUD	618-258-8020
RUNWAY 3 AVIATION SERVICES, LLC	AIRCRAFT MAINTENANCE	SFS	JEREMY BAILEY	501-762-5816
SAWYER MX, LLC	AIRCRAFT MAINTENANCE	AASC	CHAD VERDAGLIO	480-922-5221
TURBINE ENGINE SPECIALISTS INC.	AIRCRAFT MAINTENANCE	AA	RICKIE RAMEY	817-625-6100

AIRCRAFT WASHING & DETAILING

BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
AERO PANACHE	AIRCRAFT WASHING	SFS	TODD PUCKETT	602-531-5505
APPEARANCE GROUP	AIRCRAFT WASHING	SFS	DONALD HENRY	480-580-1658
CLASSIC AIR AVIATION	AIRCRAFT WASHING	MOBILE	JON MARPLE	602-574-5376
DETAIL BOYS, LLC	AIRCRAFT WASHING	MOBILE	ALEX DAY	866-899-6241
JB'S EXECUTIVE DETAILING	AIRCRAFT WASHING	MOBILE	JEFFREY BURROWS	480-808-4229
SHINY JETS PHOENIX, LLC	AIRCRAFT WASHING	MOBILE	GREG BIRD	480-268-4286
TIME FOR SALE	AIRCRAFT WASHING	MOBILE	CAROLYN NELSON	602-295-7181
WEST COAST WASH STATION	AIRCRAFT WASHING	AANC	MIKE ADAMS	480-443-7320

AUTO RENTAL COMPANIES

BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
ALAMO/NATIONAL CAR RENTAL	OFF-AIRPORT RENTAL CAR	OFF	MIKE ROLLINS	480-948-4884
AVIS RENT-A-CAR SYSTEMS	OFF-AIRPORT RENTAL CAR	OFF	PETER SERENA	480-948-4993
ENTERPRISE RENT-A-CAR	RENTAL CAR	SFS	ERIC BULLIS	480-315-8051

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GO RENTALS	RENTAL CAR	AA	KAVOUS GITIBIN	480-991-0117
HERTZ RENT-A-CAR	OFF-AIRPORT RENTAL CAR	OFF	STEPHEN BLUM	239-301-7794

FIXED BASE OPERATORS

BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
ATLANTIC AVIATION	FIXED BASE OPERATOR	AA	RICK WIELEBSKI	480-948-2400
JET AVIATION OF AMERICA	FIXED BASE OPERATOR	JA	TIMOTHY VALLOWE	
SIGNATURE FLIGHT SUPPORT	FIXED BASE OPERATOR	SFS	GREG GIBSON	480-951-2525

HANGAR, SHADE & OFFICE LEASING SERVICES

BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
SIGNATURE/TAC PRIVATE HANGARS	HANGAR LEASING	SPH	GREG GIBSON	480-951-2525

IN-FLIGHT CATERING SERVICES

BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
AIR CULINAIRE WORLDWIDE, LLC	IN-FLIGHT CATERING	MOBILE	CHRIS EVANS	1-800-247-2433
RALEY'S ARIZONA LLC dba AJ'S FINE FOODS	IN-FLIGHT CATERING	MOBILE	HELEN SINGMASTER	480-802-5484
EMILY'S EVENTS LLC	IN-FLIGHT CATERING	MOBILE	EMILY GARNER	480-361-1800
JETFARE CATERING	IN-FLIGHT CATERING	MOBILE	JONATHAN ALLEN	480-771-4161
SQUARE ONE CONCEPTS, INC.	IN-FLIGHT CATERING	MOBILE	ROLAND WOOD	480-941-0101
VOLANTI PRIVATE JET CATERING	IN-FLIGHT CATERING	MOBILE	DEE DEE MAZA	480-636-1722

U.S. GOVERNMENT

BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
FAA CONTROL TOWER	SDL AIR TRAFFIC CONTROL	TOWER	JONATHAN WILLIAMS	480-609-7585
U.S. CUSTOMS	U.S. CUSTOMS	OPS	OFF. KENNEDY/ARVIZU	480-312-8483

LEGEND:

Green = New Permit
Yellow = Recently Cancelled Permit
Orange = Suspension/Pending Revocation
Red = Permit Revoked

ACC = Air Commerce Center; 14605 N. Airport Drive, Scottsdale, AZ 85260
JA = Jet Aviation; 14650 N. Airport Drive, Scottsdale, AZ 85260
AA = Atlantic Aviation (Main); 14600 N. Airport Drive, Scottsdale, AZ 85260
AASC = Atlantic Aviation South Complex; 14700 N. Airport Drive, Scottsdale, AZ 85260
SFS = Signature Flight Support; 15290 N. 78th Way, Scottsdale, AZ 85260
AANC = Atlantic Aviation North Complex; 15115 N. Airport Drive, Scottsdale, AZ 85260
SPH = Signature/TAC Private Hangars, 15003 N. Airport Drive, Scottsdale, AZ 85260
TOWER = FAA Air Traffic Control Tower; 14960 N. 78th Way, Scottsdale, AZ 85260

AIRPARK AERONAUTICAL BUSINESS PERMITS & TENANTS

JUNE 2023

AIRCRAFT CHARTER, SALES & MANAGEMENT & SPECIALTY SERVICES			
BUSINESS NAME	ACTIVITY	CONTACT	TELEPHONE
COPPER STATE TURBINE ENGINE CO.	AIRCRAFT ENGINE OVERHAUL SERVICES	JIM NORDSTROM	480-500-6677
EXECUTIVE JET MANAGEMENT	AIRCRAFT MANAGEMENT	CHRISTINE LEBER	513-979-6709
LEGACY JETS	AIRCRAFT CHARTER/MANAGEMENT	PAUL WOODFORD	480-788-7233
LUXURY AERO COLLECTION, LLC	AIRCRAFT SALES	BRIAN MCNANNA	480-771-2389
PINNACLE AIR GROUP	AIRCRAFT CHARTER/MANAGEMENT/SALES	SCOTT GUETTI	480-998-8989
SILVER AIR, LLC	AIRCRAFT MANAGEMENT	BRANDON MARTIN	800-889-5840
SCOTTSDALE HANGAR ONE	AIRCRAFT MANAGEMENT	MATT BEVERAGE	480-624-9000
BRADLEY MACK AVIATION, INC.	AIRCRAFT MANAGEMENT	MARY RANDOLPH	480-393-0770

HELICOPTER RENTAL, LEASING & FLIGHT TRAINING			
BUSINESS NAME	ACTIVITY	CONTACT	TELEPHONE
H5 PRODUCTIONS, INC. dba H5 HELICOPTERS	SPECIAL COMMERCIAL FLYING	MITCH KELLDORF	480-607-3400
SUNSTATE HELICOPTERS	SPECIAL COMMERCIAL FLYING	CHRIS DOBKINS	602-469-3182
WESTERN SKY HELICOPTERS	SPECIAL COMMERCIAL FLYING	VANESSA CLIFTON	480-416-6415

HANGAR, SHADE & OFFICE LEASING SERVICES			
BUSINESS NAME	ACTIVITY	CONTACT	TELEPHONE
7345 ACOMA LLC	HANGAR/SHADE LEASING	WILL COUNTS	480-483-8107
AIRPARK LAND, LLC	HANGAR/SHADE LEASING	CRAIG JACKSON	480-421-6694
ASTOR AIRPARK HOLDINGS	HANGAR/SHADE LEASING	REG COOPER	480-483-1999
AVALON ONE	HANGAR/SHADE LEASING	SAMIR KANUGA	480-718-2412
BATES FAMILY TRUST	HANGAR/SHADE LEASING		480-443-8287
BECK LANE HANGARS LLC	HANGAR/SHADE LEASING	RYAN HAMILTON	
BCO	HANGAR/SHADE LEASING	LYNN BABCOCK	480-922-0490
BUILDING D	HANGAR/SHADE LEASING	SCOTT LYON	480-367-6200
CENTRAL IMPLEMENT	HANGAR/SHADE LEASING	PERRY CASE	480-998-8989
CC OFFICE LLC	HANGAR/SHADE LEASING	JOSEPH ODDO	480-998-1444
CWIE MANAGEMENT RESOURCES	HANGAR/SHADE LEASING	FRANK CADWELL	480-449-7751

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DEVELOPMENT SERVICES OF AMERICA	HANGAR/SHADE LEASING	RICHARD WILSON	480-927-4888
GRAYSTAR CORPORATION	HANGAR/SHADE LEASING	BETH AERTS	480-483-1985
GREAT AMERICAN HANGAR	HANGAR/SHADE LEASING	MARK BOSCO	916-391-5000
HANGAR THREE	HANGAR/SHADE LEASING	JIM KEELEY	480-596-9000
JJS INVESTMENTS LLC	HANGAR/SHADE LEASING	JOHN J. SHUFELDT	602-399-1514
JON VESELY REVOCABLE TRUST	HANGAR/SHADE LEASING	BETH AERTS	480-483-1985
LARRY COFFEY	HANGAR/SHADE LEASING	LARRY COFFEY	480-607-0140
LOOKOUT PEAK, LLC	HANGAR/SHADE LEASING	MOSHE BAR	480-483-8107
PACIFIC MARINE MANAGEMENT	HANGAR/SHADE LEASING	AL CHITTENDEN	360-653-4266
ROSS AVIATION	HANGAR/SHADE LEASING	RICK WIELEBSKI	480-948-2400
SCOTTSDALE HANGAR ONE	HANGAR/SHADE LEASING	MATT BEVERAGE	480-624-9000
SKY HARBOR LEASING, LLC	HANGAR/SHADE LEASING	REG COOPER	480-483-1999
SOUTHWEST JET CENTER	HANGAR/SHADE LEASING	GARY DAICHENDT	949-254-3027
THE EVANS BUSINESS COMPLEX, LLC	HANGAR/SHADE LEASING	GABE LAKATOSH	
VISIONMAKERS INTL LLC	HANGAR/SHADE LEASING	LANE COOK	480-218-1500
WALLACE HOLDINGS	HANGAR/SHADE LEASING	BOB WALLACE	480-998-8861
WATTS INVESTMENTS, LLC	HANGAR/SHADE LEASING	CHRIS NUTE	602-761-4571
7689, LLC	HANGAR/SHADE LEASING	BETH AERTS	480-289-5715

LEGEND:

Green = New Permit
Yellow = Recently Cancelled Permit
Orange = Suspension/Pending Revocation
Red = Permit Revoked

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COMMISSION INFORMATION REPORT

Discussion and Input Regarding Monthly
Financial Report for April 2023

Agenda Item No.: 11

Meeting Date: 06/21/23

Staff Contact: Carmen Williams,
Aviation Finance & Administration Manager

Phone: (480) 312-8475

AVIATION OPERATING BUDGET FISCAL YEAR 2022/23

	FY 2022/23		FY 2022/23 Year to Date (through April 2023)			
	Adopted Budget	Approved Budget	Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$8,280,585	\$8,280,585	\$6,801,581	\$8,082,502	\$1,280,921	19%
Expenses	\$3,145,716	\$2,897,515	\$2,473,265	\$2,570,746	\$97,481	4%
Net	\$5,134,869	\$5,383,070	\$4,328,316	\$5,511,756	\$1,183,440	

AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 4/30/23	\$10,612,200	\$271,196	\$10,883,395
As of 4/30/22	\$9,484,372	-\$3,136,561	\$6,347,811

MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	April 2022	April 2023	Dollar Variance	% Variance
	Revenue	\$985,382	\$938,683	-\$46,699
Expenses	\$246,084	\$333,358	\$87,274	35%
Net	\$739,298	\$605,325	-\$133,973	

ACCOUNTS RECEIVABLE AGING REPORT

Aging Report Data as of 5/1/2023

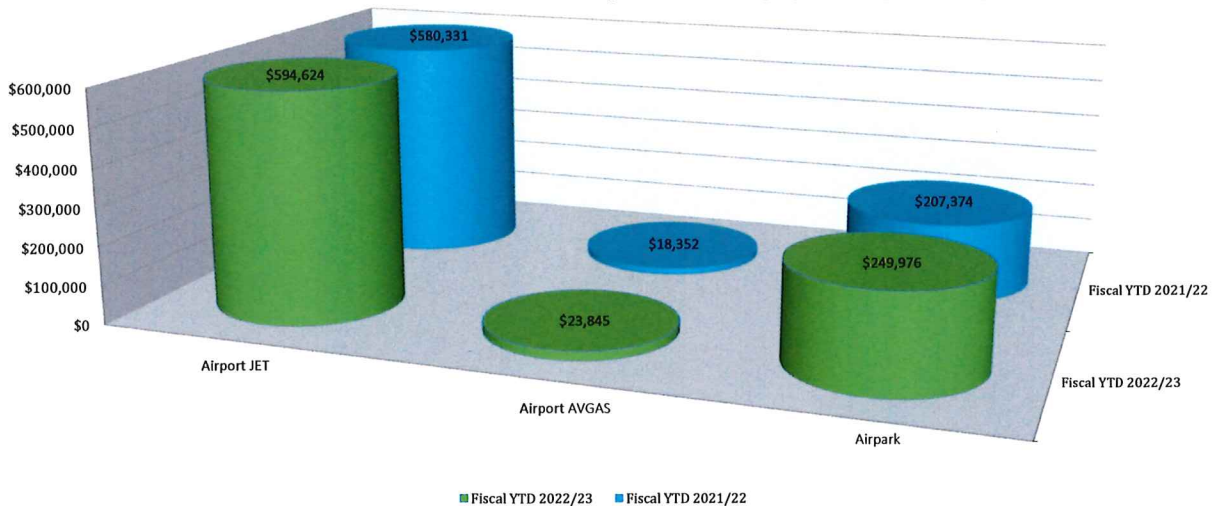
	All Accounts	Total	Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
				258,375.82	-30,561.48	-1,028.13	-216.77	-982.78	-1,336.80

Fuel Flowage (@ \$0.10 per gallon)

	April 2022			April 2023			% Change From Last Yr	
	Revenue	MAR Gallons	% Total	Revenue	MAR Gallons	% Total		
Airport JET	\$140,869	1,408,694	75.2%	\$131,680	1,316,804	78.6%	-6.5%	Gal
Airport AVGAS	\$4,039	40,389	2.2%	\$4,263	42,628	2.5%	5.5%	Gal
Airpark	\$42,539	425,385	22.7%	\$31,650	316,498	18.9%	-25.6%	Gal
	\$187,447	1,874,468	100.0%	\$167,593	1,675,930	100.0%	-10.6%	Gal

	Fiscal YTD 2021/22			Fiscal YTD 2022/23			% Change From Last Yr	
	Revenue	Gallons	% Total	Revenue	Gallons	% Total		
Airport JET	\$979,566	9,795,658	73.5%	\$971,065	9,710,648	71.7%	-0.9%	Gal
Airport AVGAS	\$29,478	294,782	2.2%	\$34,836	348,356	2.6%	18.2%	Gal
Airpark	\$324,419	3,244,186	24.3%	\$348,195	3,481,946	25.7%	7.3%	Gal
	\$1,333,463	13,334,626	100.0%	\$1,354,095	13,540,950	100.0%	1.5%	Gal

Scottsdale Airport Fuel Flowage (@ \$0.10 per gallon) - Fiscal Year-to-Date





COMMISSION INFORMATION REPORT

Discussion and Input Regarding
Public Outreach Programs and Planning Projects

Agenda Item No: 12

Meeting Date: 06/21/23

Staff Contact: Sarah Ferrara,
Aviation Planning & Outreach
Coordinator

Phone: (480) 312-8482

INFORMATION

Monthly update of the marketing, community, planning and pilot outreach programs at Scottsdale Airport.

PURPOSE

The purpose of this item is to keep the Airport Advisory Commission informed of the airport's marketing, outreach, and planning projects efforts.

Noise Program Outreach		
Description	Purpose	Status
Phoenix Terminal Area Procedure	The FAA Performance Based Navigation team held initial procedure design meetings. The City of Scottsdale and their consultant attended these meetings.	In progress
Noise Outreach	Will conduct noise outreach as necessary.	Completed
Pilot Outreach		
Description	Purpose	Status
Pilot Briefing & Outreach	A Pilot Briefing was held on May 30. There were about 50 participants. The FAA held their annual Runway Safety Action Team (RSAT) meeting on June 13.	Completed
Voluntary Curfew Outreach (10:00 p.m. – 6:00 a.m.)	The Voluntary Curfew Program is designed to respond to a complaint received for an operation between 10 p.m. and 6 a.m. If a flight is confirmed, a letter is sent out to the operator to ask them for their cooperation in flying outside these hours when possible. There were four Voluntary Curfew letter sent out in May.	Completed

Planning Projects		
Description	Purpose	Status
Monitor property development through the Planning Department	Working with the Planning Department to protect the airspace and development uses near Scottsdale Airport. The Planning and Zoning reports listed five projects within the Airport Influence Area in May.	Completed
Community Outreach and Marketing		
Description	Purpose	Status
Media, social media, & list serve notices	Will employ outreach and marketing efforts as needed. Sent out list serve notices on Scottsdale Airport's induction into the Chamber's History Hall of Fame and added the video to our website. Also sent a list serve newsletter on the Airport's Sustainability Report.	Completed
Brochures, flyers, other print materials, webpages & videos	Airport slated to exhibit at 2023 NBAA-BACE National Conference in October.	In process
Community outreach, presentations, and events	Staff available to conduct outreach or present as needed and available. Presented at the annual Scottsdale Chamber's Economic Development Advisory Council.	Completed



COMMISSION INFORMATION REPORT

Administrative report from the Aviation Director, or designee, regarding the status of pending aviation-relative items

Agenda Item No: 13

Meeting Date: 06/21/23

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

INFORMATION

Discussion regarding status of the Airport Advisory Commission's items to City Council, and aviation-related items approved by Planning Commission, Design Review Board, or City Council.

Attachment(s):

1. Airport Advisory Commission Items to City Council.
2. Aviation-related items to Planning Commission, Design Review Board, or City Council.
3. City Council Meeting Calendar.

**AIRPORT ADVISORY COMMISSION AVIATION ITEMS TO CITY COUNCIL
2023**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	CITY COUNCIL DATE	APPROVED
03-15-23	7-0	Adopt Resolution No. 12766 Authorizing Lease Agreement No. 2023-038-COS with Out West Rentals LLC, and Lease Agreement No. 2023-039-COS with Cirrus Design Corporation dba Cirrus Aircraft for the lease of General Aviation Box Hangar; and Resolution No. 12767 Authorizing Lease Agreement No. 2023-040-COS with SDL AZ Holdings, LLC dba Atlantic Aviation for the lease of General Aviation Box Hangar Space at the Scottsdale Airport. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov .	04-18-23	Approved on consent
06-21-23	?	Adopt Resolution No. 12859 Authorizing Lease Agreement No. 2023 – 087-COS with Aerobat Ventures, LLC for the lease of General Aviation Box Hangar Space at Scottsdale Airport. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov .	07-10-2023	?
06-21-23	?	Discussion and Possible Action to Recommend to City Council Adoption of Resolution No. 12858 authorizing the award of the base bid and add alternates #1 and #2 for contract no. IFB – 02023-071 with J. Banicki Construction, Inc in the amount of \$1,212,134.50 to construct perimeter road improvements at Scottsdale Airport, and Authorize a FY 2023/24 appropriation contingency transfer up to \$650,000 from the Airport Future Grants Contingency (ZB53) to the Airport Perimeter Road Construction capital project (AI03) to be funded by the Operating Aviation Fund undesignated, unreserve ending fund balance. Staff contact: Chris Read, Ass't Aviation Director – Operations, 480-312-2674, cread@scottsdaleaz.gov .	07-10-2023	?
06-21-23	?	Discussion and Possible Action to Recommend to City Council Adoption of Resolution No. 12876 authorizing the award of contract no. IFB – 032023-074 with J. Banicki Construction, Inc. in the amount of \$901,015.55 to construct Airport Drive improvements at Scottsdale Airport, and Authorize a FY 2023/24 appropriation contingency transfer up to \$125,000 from the Airport Match Contingency (ZB52) to the Rehabilitate Airport Drive capital project (AJ02) to be funded by the Operating Aviation Fund undesignated, unreserved ending fund balance. Staff contact: Chris Read, Ass't Aviation Director – Operations, 480-312-2674, cread@scottsdaleaz.gov .	07-10-2023	?

AVIATION-RELATED ITEMS TO PLANNING COMMISSION, DESIGN REVIEW BOARD OR CITY COUNCIL
(Projects that may be on airport, have taxi lane access, have height implications, or have sensitive noise uses)
2023

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	PLANNING, DRB, OR CITY COUNCIL	APPROVED
N/A	N/A	Seventh Day Adventists Warehouse Building Request by applicant for approval of a site plan, building elevations and landscape plan for a new one-story warehouse building comprised of approximately 243,360 square feet of building area, may have aircraft storage, on a +/- 18-acre portion of property located at 7501, 7509, and 7511 E. Redfield Rd. with Planned Airpark Core Development, Aviation (PCP AV) and Planned Airpark Core Development Employment (PCP EMP) zoning. 14-DR-2022	DR 01-19-23	Approved 7-0
06-21-23	?	The Parque Request by owner for a zoning district map amendment from General Commercial (C-4) to Planned Airpark Core Development - Airpark Mixed Use Residential, Planned Shared Development (PCP-AMU-R PSD) including a development plan with bonus development standards for building height and floor area ratio to allow a mixed-use development with approximately 1,236 dwelling units, 223 hotel keys, and 253,000 square feet of commercial floor area on a +/- 32.29 gross acre site located at 16001 N. Scottsdale Road. 13-ZN-2022	?	?
N/A	N/A	Key Essential Hangar Request for the development of an aircraft hangar with accessory office on a one-acre vacant site within the Industrial Park (I-1) zoning located at 16060 N. 82nd St with I-1 zoning. 41-DR-2022.	DR 05-18-2023	Approved 5 - 0
N/A	N/A	Key Essential Hangar – Use Permit Requesting a Conditional Use Permit for a heliport as part of a new aircraft hangar, located at 16060 N. 82nd St with I-1 zoning. 1-UP-23.	PC 05-10-23 CC 06-13-23	Approved 5-0 Approved on consent
?	?	Northsight Residential Health Care Request for a zoning district map amendment, amending the stipulations and	?	?

		to 51 ft and the allowed floor area ration from .25 to 1.15 to allow for redevelopment of the site into a new residential health care facility including up to 270 residential healthcare beds/units on a 5.78-acre site with Central Business Planned Community District (C-2 PCD). 15-ZN-2022		
N/A	N/A	Augusta One Scottsdale Request by owner for approval of the site plan, landscape plan, and building elevations for a new residential healthcare facility, consisting of 120-units, on a +/- 3.0-acres site located at 7221 E. Legacy Boulevard, with Planned Regional Center and Planned Community Development (PRC PCD) zoning. 30-DR-2021#4	?	?
N/A	N/A	Helm Hangar Request for approval of a site plan, landscape plan and building elevations for 2 new 2-story aircraft hangar/office buildings comprised of two stories with approximately 63,806 square feet of total building area located at 7333 E Helm Drive with Industrial Park (I-1) zoning. 47-DR-2022	DR 07-06-23	?
N/A	N/A	AFB Development Request by owner for approval of the preliminary plat for a new 55-lot single-family subdivision, on a +/- 40-acre site with Single-family Residential, Planned Community Development (R1-7 PCD) zoning, located at 9402 E. Bell Road. 12-PP-22	?	?

2023 City Council Meeting Calendar

JANUARY						
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Key

 	Council Meeting
 	Special Meeting
 	Optional Additional Mtg and/or Study Session
 	General Plan
 	Events
 	City of Scottsdale Holiday
 	Election
 	No meetings will be scheduled
 	Retreat

Jan: 10 - Council Inauguration
 11 - MLK Dinner
 17 - State of the City Address
 Mar: 26-28 - NLC Congressional City Conference
 May: 16 - Tentative Budget Adoption
 June: 13 - Final Budget Adoption
 20 - Special Meeting (Charter Officer Evaluations)
 27 - Property Tax Adoption

Aug: 28-31 - AZ League Conference (Tucson)
 Sep: 1 - AZ League Conference (Tucson)
 Nov: 7 - Election Day
 15-18 - NLC City Summit

TBD: Council Retreat

Revised: 09/27/22



COMMISSION ACTION REPORT

Discussion and possible action to modify the Airport Advisory Commission meeting schedule and Commission item calendar

Agenda Item No.: 14

Meeting Date: 06/21/23

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Review Airport Advisory Commission meeting schedule.

PURPOSE

Pursuant to By-Laws of the Scottsdale Airport Advisory Commission, Section 202, *“Regular meetings of the Commission shall be held on the third Wednesday of each month immediately following the study session, unless otherwise scheduled by majority vote of its members. In the event the Commission desires not to hold the preceding study session, the regular meeting shall begin at 5:00 p.m., unless otherwise scheduled by majority vote of its members.”*

Attachment(s): 1. Airport Advisory Commission meeting schedule

Action taken:

AIRPORT ADVISORY COMMISSION SCHEDULE OF MEETINGS - 2023
 (Including anticipated topics and timeline for discussion)

JANUARY						
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Election of Officers
 By-Laws Review
 Quarterly Noise Program Update

FEBRUARY						
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MARCH						
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Risk Management Update

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Quarterly Noise Program Update
 Proposed Aviation Enterprise Fund Five Year Financial Plan

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JUNE						
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Experience Scottsdale Update

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No Meeting

AUGUST						
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No Meeting

SEPTEMBER						
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OCTOBER						
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Quarterly Noise Program Update
 Annual AZBAA Update

NOVEMBER						
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Scottsdale Chamber Update

DECEMBER						
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