

**SCOTTSDALE AIRPORT ADVISORY COMMISSION
MEETING NOTICE AND AGENDA**



**Wednesday, January 19, 2022
5:00 p.m.**

**Scottsdale Airport Aviation Business Center
Stearman/Thunderbird Meeting Room
15000 N. Airport Drive, Second floor
Scottsdale, AZ**



AIRPORT ADVISORY COMMISSION

John Berry, Chair

Charles McDermott Vice-Chair

Larry Bernosky

Ken Casey

Cory Little

Peter Mier

Rick Milburn

The Stearman/Thunderbird room is open to the public during Airport Advisory Commission meetings at a reduced capacity. Seating will be available on a first come, first served basis. Once capacity has been reached, individuals will be directed to a nearby location to view the televised meeting. The Chair will announce names of speakers in advance to give those attending the meeting from the nearby location sufficient time to enter the Stearman/Thunderbird room and make their comments in person.

Individuals are also invited to virtually attend the meeting on Scottsdale's YouTube channel.

1. Go to ScottsdaleAZ.gov, search "live stream"

2. Click on "Scottsdale YouTube Channel"

3. Scroll to "Upcoming live streams"

4. Select the applicable meeting

Citizens may attend in person or online.

In-person or telephonic comment is being accepted on items on the Regular Agenda. To sign up to speak on these items telephonically, please [click here](#). To speak in person, please complete one Request to Speak "Public Comment" card listing the agenda item number(s) you wish to speak on and submit to Aviation Staff.

Citizens may also speak on items that are within the Commission's jurisdiction but are not on the agenda during the Public Comment period. There will be a total of 15 minutes at the beginning and 15 minutes at the end of the meeting dedicated to comment on non-agenidized

items. To sign up to speak telephonically on a non-agendized item that is within the Commission's jurisdiction, please [click here](#). If in person, please complete one Request to Speak "Public Comment" card per night and submit to Aviation Staff.

Online Request to Speak forms for Regular and Non-Agendized items must be submitted no later than 90 minutes before the start of the meeting and must indicate whether you will be addressing the Commission in person or telephonically.

Written comments on any of the items on the agenda that are being submitted electronically at least 90 minutes before the meeting will be emailed to the Commission prior to the meeting. A written public comment may be submitted electronically by [clicking here](#).

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: November 17, 2021

Public Comment

Public Comment time is reserved for citizens to comment on non-agendized items that are within the Commission's jurisdiction. No official Commission action can be taken on these items. Speakers may address the Commission once under Public Comment at the beginning or the end of the meeting, but not both. 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."

REGULAR AGENDA

ITEMS 1-14

How the Regular Agenda Works: The Commission takes a separate action on each item on the Regular Agenda.

1. [Discussion and Possible Action regarding application for Airpark Aeronautical Business Permit for JJS Investments, LLC to conduct hangar/shade leasing services at the Scottsdale Airpark.](#) Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov

2. Discussion and information regarding Jet Aviation development at Greenway Shades/Hangars location. Staff Contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov
3. Election of Officers
Pursuant to By-laws of the Scottsdale Airport Advisory Commission, Section I. Organization paragraph 101. Elections. The Commission shall, in regular session following the first day of January of every year, elect from its members a Chair and Vice Chair. The term of office shall be one year and no officer shall succeed him or herself more than once.
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov
4. Discussion and possible action regarding Airport Advisory Commission By-Laws
Pursuant to the By-Laws of the Scottsdale Airport Advisory Commission, Section IV, Rules and Amendments, Paragraph 401. Amended Procedures.
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov
5. Discussion and Possible Action to approve Airport Advisory Commission Annual Report. Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov
6. Discussion and Possible Action to Recommend Adoption of Resolution No. 12359, Authorizing Lease Agreement 2022-007-COS with 21 Luna, LLC 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
7. 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
8. Discussion and input regarding Monthly Construction Report.
Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, cread@scottsdaleaz.gov
9. Discussion and input regarding Monthly Operations Report.
Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, cread@scottsdaleaz.gov
10. Discussion and input regarding Financial Report for October and November.
Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov
11. Discussion and input regarding Quarterly Noise Complaint Summary Report. Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, sferrara@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

Public Comment time is reserved for citizens to comment on non-agendized items that are within the Commission's jurisdiction. No official Commission action can be taken on these items. Speakers may address the Commission once under Public Comment at the beginning or the end of the meeting, but not both. 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

 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)



COMMISSION INFORMATION REPORT
APPROVAL OF MINUTES

Meeting Date: 01/19/22

Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Approval of Minutes – Regular Meeting
November 17, 2021

Attachment(s): 1. Draft of minutes of the November 17, 2021 Regular Meeting

Action taken:



**SCOTTSDALE AIRPORT ADVISORY COMMISSION
PUBLIC MEETING**

**Scottsdale Airport Aviation Business Center
Stearman/Thunderbird Meeting Room
Second floor 15000 N. Airport Drive
MEETING HELD ELECTRONICALLY
Scottsdale, Arizona
Wednesday, November 17, 2021**

DRAFT MINUTES

PRESENT: John Berry, Chair
Charles McDermott, Vice Chair
Larry Bernosky
Peter Mier
Rick Milburn

ABSENT: Ken Casey
Cory Little

STAFF: Gary Mascaro, Aviation Director
Carmen Williams, Aviation Finance & Administration Manager
Sarah Ferrara, Aviation Planning & Outreach Coordinator
Chris Read, Assistant Aviation Director-Operations
Tiffany Domingo, Staff Coordinator
George Woods, Risk Management Director

GUESTS: Nelson Rood, Director of Operations, H5 Productions
Mitch Kelldorf, Owner, H5 Productions

CALL TO ORDER

Chair Berry called the meeting to order at 5:00 p.m.

ROLL CALL

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

AVIATION DIRECTOR'S REPORT

Aviation Director, Gary Mascaro, announced the merger between Ross Aviation and Atlantic Aviation effective the second quarter of 2022. Ross Aviation at Scottsdale Airport will be rebranded as an Atlantic Aviation site.

1. Regular Meeting: October 20, 2021

COMMISSIONER MIER MADE A MOTION TO APPROVE THE REGULAR MEETING MINUTES OF OCTOBER 20, 2021 AS PRESENTED. COMMISSIONER MILBURN SECONDED THE MOTION, WHICH CARRIED 5/0 WITH CHAIR BERRY, VICE CHAIR MCDERMOTT, COMMISSIONERS BERNOSKY, MIER AND MILBURN VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

There were no public comments.

REGULAR AGENDA ITEMS 1-9

1. Discussion and Possible Action Regarding Application for Airpark Aeronautical Business Permits for H5 Productions, Inc. dba H5 Helicopters to Conduct Helicopter Specialized Commercial Flying Services at the Scottsdale Airpark

Carmen Williams, Aviation Finance & Administration Manager, noted that this item was continued from the last meeting. H5 is requesting an Airpark Aeronautical business permit to conduct helicopter specialized commercial flying services. They are a long-term tenant of the Airpark, conducting aerial and commercial filming as well as specialized and unique tours using an Airbus AS350 Helicopter. They have begun to conduct special charter flights in partnership with the Volanti Restaurant. They have met the requirements of the aeronautical business permit.

Company representative, Nelson Rood, Director of Operations, and owner Mitch Kelldorf were present to answer questions.

In response to a question regarding the dinner flights, Mr. Rood stated that the flights originate and terminate at the Volanti Restaurant ramp. One of the pilots, Jeff Senior, is also a lead singer with a band that is contracted to sing at the restaurant once a month. This was the impetus that started the flights, which will resume next month. Flights are 15 minutes at a cost of \$125, booked through Volanti. Mr. Kelldorf discussed the annual safety training requirements. Typically, dinner flights are on a once per month basis.

COMMISSIONER MILBURN MADE A MOTION TO APPROVE THE APPLICATION FOR AN AIRPARK AERONAUTICAL BUSINESS PERMIT FOR H5 PRODUCTIONS, INC. DBA H5 HELICOPTERS TO CONDUCT HELICOPTER SPECIALIZED COMMERCIAL FLYING SERVICES AT THE SCOTTSDALE AIRPARK. COMMISSIONER BERNOSKY SECONDED THE MOTION, WHICH CARRIED 5/0 WITH CHAIR BERRY, VICE CHAIR MCDERMOTT, COMMISSIONERS BERNOSKY, MIER AND MILBURN VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

2. Insurance Update from Risk Management.

George Woods, Risk Management Director, stated that coverage is through Zurich. The market is hardening in property insurance and a slight increase in premiums is expected, even as the Airport has a low to negligible loss history. The coverage limits are \$500 million. A retention amount is required before insurance kicks in and a \$400,000 retention is in place for property coverage. There is worker's compensation deductible of \$1 million. The City is self-insured for the initial \$1 million of any worker's compensation claim. Anything above that for the life of the claim is submitted to Safety National. For Airport operations liability, there is \$200 million coverage per occurrence as a first dollar coverage with no deductible.

In response to a question from Commissioner Bernosky, Mr. Woods stated that the most recent onsite claim was from Ross Aviation, however, this was not related to the Airport, but a flood incident.

In response to a question from Commissioner Mier, Mr. Wood confirmed that coverage has not changed from the prior year. The limits are standard in the industry.

Commissioner Mier inquired about the requirements for those that lease space from the Airport. Mr. Woods stated his belief that the Airport has lowered its limits from \$5 million to \$2 million. He is not certain whether this was done for economic reasons, for financial ease of tenant and/or contractual uses of the Airport. In looking at the loss history, one could surmise that the lowering of limits was justified. In terms of reconsideration for raising the limit, a financial study would be advisable. Mr. Mascaro stated that at one point during his career at the Airport, they looked at raising levels, which would have an economic impact to some operators. The Airport has minimum standards, generally at \$1 million and \$2 million. Approximately 80 to 90 percent of businesses have higher amounts. Particularly, large operators and FBOs carry hundreds of millions in terms of minimums. The Airport has made adjustments to leases depending on the type of operation. Commissioner Mier sought confirmation that this fits within the market. Mr. Mascaro confirmed that they are on a level playing field with competitors. Mr. Woods added that there is a clause within the contracts that states in addition to the minimum insurance requirements, lessors are also affirming an indemnification provision.

In response to a Commissioner question, Mr. Woods stated that the most significant exposure at the Airport and Citywide is general liability. These include slip, trips and falls, bodily injury and property damage. While the Airport has a frequency level of 25, the severity averages only \$26,000. The location total for claims is under \$250,000, which is the magic number in terms of exposure and it is a very safe location.

In response to a Commissioner question, Mr. Woods stated that the City pays approximately \$3.1 million in total premiums for the entire City. Each department pays an allocation based on payroll size and loss history.

Mr. Woods reviewed the coverage process for major construction projects. Contracts include a builder's risk component to cover materials as well as liability coverage to cover any catastrophic events. There are contractual risk transfers for Airport use under permits.

3. Discussion and Input Regarding Airport and Airpark Aeronautical Business Permit Additions, Revocations and Cancellations

Ms. Carmen noted the one addition of H5 Helicopters from this agenda. There were no other changes to report.

4. Discussion and Input Regarding the Monthly Construction Report

Chris Read, Assistant Aviation Director-Operations, provided an update on construction. A contract has been issued for the Airport fence replacement project, at an estimate cost of \$475,000. Construction will commence in mid-December with completion in late January, 2022.

The Taxiway A North Rehabilitation project is estimated to commence in August, 2022. The location and overview of work to be performed was identified. Commissioner Mier asked whether the project is 100 percent funded at the federal level. Mr. Read stated that this is not yet confirmed, however the last two projects were 100 percent federally funded. If not, the typical alternative rate of funding is 91.06 percent from the federal government and 4.47 percent from the State of Arizona.

5. Discussion and Input Regarding the Monthly Operations Report

Mr. Read noted that total operations are not as high as last year, down 17.2 percent, mostly as a result of local traffic and closure of the runway. IFR is up 18.8 percent for the period and 19.5 percent year over year. There was only one Alert 2, due to faulty gear. U.S. Customs revenue for the month was \$104,925 with 187 total uses and 49 U.S. visit uses. Revenue fiscal year to date is \$193,175 compared with \$135,600 last year. Total uses per month has increased from 126 to 187. PPRs totaled 56 for calendar year 2021.

6. Discussion and Input Regarding Financial Report for September

Ms. Williams stated that the approved budget for revenues was \$1 million, however this was surpassed at \$1.4 million. The expense budget was \$739,000 and the actuals were lower at \$651,000 through September. Compared to last year, revenues were lower, mostly due to the runway closure. Expenses were higher, due to being billed for two quarters of the U.S. Customs labor payments. The Aviation Fund cash balance is negative \$343,000, due to ongoing capital projects. The runway closure also significantly impacted fuel sales. For September, FBO fuel sales accounted for 57 percent of the total fuel. AVGAS is 2.8 percent and Airpark operators were at 40 percent. September is down 35 percent over last September. Totals are down 20.8 percent year-to-date.

7. Discussion and Input Regarding Public Outreach Programs and Planning Projects

Ms. Ferrara stated that the City has filed a legal brief regarding the Metroplex deal and the FAA has responded. FAA is initiating a Metroplex technical working group beginning in early 2022. They will review all departing and arriving flight paths into and out of Phoenix Sky Harbor. Eight voluntary curfew letters were issued for October. In terms of monitoring, six pending projects are

identified as being located in the Airport Influence Area for October. Airport staff continues to share and post on social media. Recent posts covered the AZAA Fall Conference and Director Mascaro's presentation, where he discussed the Runway Rehabilitation Project. Other posts covered the Box Hangar Project completion and availability of a box hangar for lease. In terms of outreach, ADOT has finished and released its 2021 Aviation Economic Impact Study. The report is available on the Airport website. Highlights include that on-Airport activities equate to \$215.3 million, supporting 3,926 jobs. Visitor spending equates to \$90.8 million. The total combined economic impact of the Airport and Airpark are \$1 billion. Ms. Ferrara gave an overview of the NBAA convention and reviewed photographs. City entity partners share in the show and convention costs. The Airport team will man the booth, but also walk the floor and meet industry representatives. Leads are gathered by direct contact or by sign-up raffle. This year resulted in 366 leads.

Commissioner Mier asked about methods for tracking costs per lead. Ms. Ferrara stated that justifications are illustrated via looking at just one aircraft coming into the Airport for a short time. One such aircraft visit will finance approximately one-half the cost of attending the conference. Commissioner Mier suggested developing a method to track lead cost data. Mr. Mascaro stated that due to the significant sponsorships the Airport receives, the cost to attend the Las Vegas conference for Airport staff is minimal. There is a higher cost to attend the Florida conference and attendance for the that event has ceased. However, next year is the year of sell for the Super Bowl. They key metric in terms of the Las Vegas show is to get in one to two planes that haven't been to the Airport over the past 18 months.

8. Administrative report from the Aviation Director or Designee Regarding the Status of Aviation-Related Items

Mr. Mascaro stated that there are no new items to report. The lease amendment and Airport security fencing improvement project were approved in October.

9. Discussion and Possible Action to Modify the Airport Advisory Commission Meeting Schedule and Commission Item Calendar

COMMISSIONER MIER MADE A MOTION TO CANCEL THE DECEMBER MEETING. COMMISSIONER BERNOSKY SECONDED THE MOTION, WHICH CARRIED 5/0 WITH CHAIR BERRY, VICE CHAIR MCDERMOTT, COMMISSIONERS BERNOSKY, MIER AND MILBURN VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

PUBLIC COMMENT

There were no public comments.

FUTURE AGENDA ITEMS

There were no items added.

ADJOURNMENT

With no further business to discuss, being duly moved and seconded, the meeting adjourned at 6:03 p.m.

Airport Advisory Commission
November 17, 2021
Page 6

AYES: Chair Berry, Vice Chair McDermott, Commissioners Bernosky, Mier and Milburn
NAYS: None

SUBMITTED BY:

eScribers, LLC



COMMISSION ACTION REPORT

Ratification of Airpark Aeronautical Business Permit for
JJS Investments, LLC to conduct Hangar/Shade Leasing Services

Agenda Item No.: 1

Meeting Date: 01/19/22

Staff Contact: Carmen Williams,
Aviation Finance & Administration
Manager

Phone: (480) 312-8475

ACTION

Ratification of Airpark Aeronautical Business Permit for JJS Investments, LLC to conduct hangar/shade leasing services in the Scottsdale Airpark.

PURPOSE

Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted in the Airpark requires a valid Aeronautical Business Permit. In addition, the Airpark Minimum Operating Standards outlines the process for obtaining such a permit. JJS Investments, LLC has requested an Airpark Aeronautical Business Permit to conduct Hangar/Shade Leasing Services in the Scottsdale Airpark.

APPLICANT(S)

JJS Investments, LLC
John Shufeldt
14818 N. 74th Street
Scottsdale, AZ 85260

KEY CONSIDERATIONS

JJS Investments, LLC has provided the appropriate documentation as required in the Airpark Minimum Operating Standards.

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

Action taken:



SCOTTSDALE AIRPORT AERONAUTICAL BUSINESS PERMIT - AIRPARK



Permit required to conduct commercial aeronautical activity in the Airpark

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

- | | |
|--|---|
| <input type="checkbox"/> Aircraft Sales Services | <input type="checkbox"/> Aircraft Management Services |
| <input type="checkbox"/> Aircraft Charter Services | <input type="checkbox"/> Aircraft Engine Overhaul Services |
| <input type="checkbox"/> Charter Brokerage Services | <input type="checkbox"/> Specialized Commercial Flying Services |
| <input checked="" type="checkbox"/> Hangar/Shade Leasing Services | <input type="checkbox"/> Helicopter Maintenance & Repair Services |
| <input type="checkbox"/> Helicopter Flight Training Services | <input type="checkbox"/> Helicopter Leasing/Rental Services |
| <input type="checkbox"/> Helicopter Specialized Commercial Flying Services | <input type="checkbox"/> Other (please list service): _____ |

These activities are limited by City ordinance and the Airpark Minimum Operating Standards. Please refer to each document for further information and standards for each type of business.

Applicant / Business Name: JJS Investments LLC

Authorized Representative / Title: John J Shufeldt, Member

Work Phone: 602-399-1514 Cell Phone: 480-221-8059

Mailing Address: 14818 N 74th St City: Scottsdale

State: AZ Zip Code: 85260 Email: ivan@shufeldtconsulting.com

Billing Address: 14818 N 74th St City: Scottsdale

State: AZ Zip Code: 85260 Billing Email: ivan@shufeldtconsulting.com

Billing Phone: 602-399-1514

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

- 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.
- PERMIT LIMITATIONS:** This permit may not be assigned or transferred, and is limited to the approved business activity listed above
- INFORMATION CHANGES:** The Applicant shall notify Airport Administration, in writing within fifteen (15) days, of any change to the information provided.
- The City assumes no liability for damage or loss to personal property while operating at Scottsdale Airport.
- 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.
- 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>

The undersigned representative certifies that he/she is authorized to sign for the business and the information entered above is accurate.

Applicant Signature: John Shufeldt Date: 11/5/2021



SCOTTSDALE AIRPORT
AERONAUTICAL BUSINESS PERMIT - AIRPARK



Staff Use Only

Applicant / Business Name: JJS Investments LLC

Application and documentation reviewed by: C. Williams

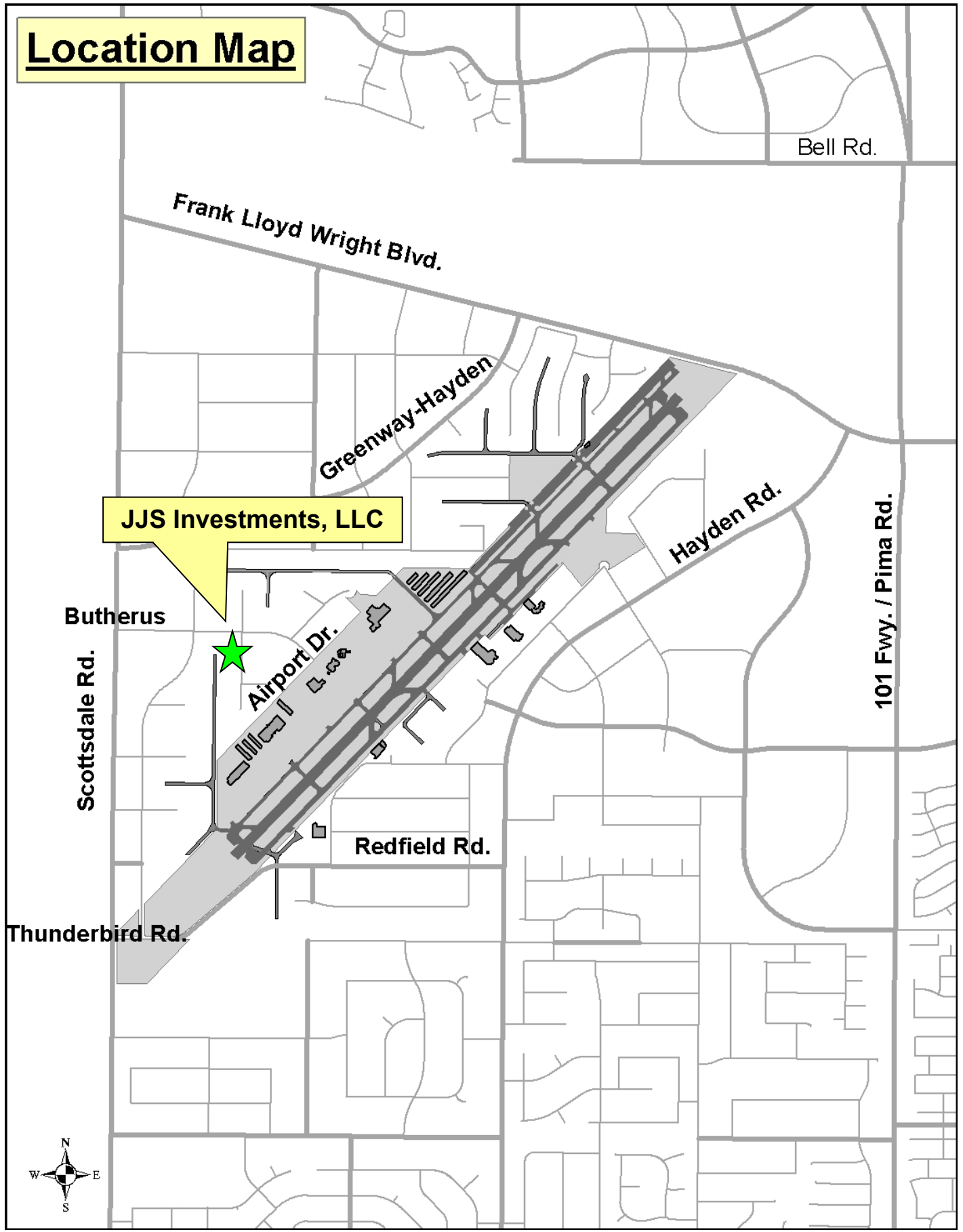
Aviation Director's Comments/Stipulations: _____

Approved by Aviation Director or designee: Carmen Williams Date: 11-9-2021

Date Ratified by the Airport Advisory Commission: _____

ABP Account Number: 2021-08A

Location Map





COMMISSION INFORMATION REPORT

Discussion and information regarding Jet Aviation development at
Greenway Shades/Hangars

Agenda Item No: 2

Meeting Date: 01/19/22

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

INFORMATION

Discussion and information regarding Jet Aviation development at Greenway Shades/Hangars.



Agenda Item No.: 3

Meeting Date: 01/19/22

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Pursuant to By-Laws of the Scottsdale Airport Advisory Commission, Section 101. Elections, *"The Commission shall, in regular session following the first meeting of the calendar year, elect from its members a Chair and Vice Chair. The term of office shall be one year and no officer shall succeed him or herself more than once."*

PURPOSE

To elect a new Chair and Vice Chair in accordance with the By-Laws of the Scottsdale Airport Advisory Commission

KEY CONSIDERATIONS

Section 102, Chair, of the By-Laws of the Scottsdale Airport Advisory Commission states, *"The Chair shall preside at all meetings and hearings of the Commission, decide all points of order or procedure and perform all duties required by Section 5-109 of the Scottsdale Revised Code. The Chair may initiate motions, engage in protracted discussions, and vote on each issue."*

Section 103, Vice Chair, of the By-Laws of the Scottsdale Airport Advisory Commission states, *"The Vice Chair shall be the Acting Chair and shall perform all duties of the office whenever the Chair is absent."*

Action Taken:



COMMISSION ACTION REPORT

Discussion and possible action regarding Airport Advisory Commission
By-Laws

Agenda Item No.: 4

Meeting Date: 01/19/22

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Discussion and possible action to modify the Airport Advisory Commission By-Laws.

Pursuant to the By-Laws of the Scottsdale Airport Advisory Commission, Section IV, Rules and Amendments, Paragraph 401. Amendment Procedure *“Amendments to these by-laws may be made by the Commission upon the affirmative vote of four (4) members, provided any such amendment is proposed at a preceding meeting, or is submitted in writing at a prior regular meeting of the Commission and is noted in the minutes of such meeting. Amendments adopted as above shall become effective at the next regular meeting of the Commission.”*

Attachment(s): 1. Current By-Laws of the Airport Advisory Commission
2. Chapter Five Section 5-109

Action Taken:

BY-LAWS OF THE SCOTTSDALE AIRPORT ADVISORY COMMISSION

I. ORGANIZATION

101. Elections

The Commission shall, in regular session following the first meeting of the calendar year, elect from its members a Chair and Vice-Chair. The term of office shall be one year and no officer shall succeed him or herself more than once.

102. Chair

The Chair shall preside at all meetings and hearings of the Commission, decide all points of order or procedure and perform all duties required by Section 5-109 of the Scottsdale Revised Code. The Chair may initiate motions, engage in protracted discussions, and vote on each issue.

103. Vice-Chair

The Vice-Chair shall be the Acting Chair and shall perform all duties of the office whenever the Chair is absent.

104. Vacancy

Should the office of Chair be vacated, the Vice-Chair shall succeed the Chair for the remaining term of office. At the next regular Commission meeting, a new election shall be held for the Vice-Chair's office. Should the Vice-Chair office be vacated, a new election shall be held at the next regular Commission meeting to elect a Vice-Chair.

105. Subcommittees

A subcommittee of the Commission may only be authorized by the City Council, in accordance with the Scottsdale Revised Code.

106. Legal Counsel

The City Attorney, or the City Attorney's designated representative, shall be the legal counsel for the Commission. Advice of counsel shall be received and entered in the minutes before disposition of any question of law or matter requiring legal interpretation or advice.

II. MEETINGS

201. Study Sessions

Study sessions of the Commission shall be held on the third Wednesday of each month at 4:00 p.m., unless otherwise scheduled by majority vote of its members.

202. Regular Meetings

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.

203. Special Meetings

Special meetings may be held by the Commission on the majority vote of its members, or on the call of its Chair, which call shall be filed with the Aviation Director. The manner of the call shall be noted in the minutes of the special meeting, and at least twenty-four (24) hours notice of the meeting shall be given to each member. The Aviation Director shall receive forty-eight (48) hours notice and shall post meeting notices at least twenty-four (24) hours before any such meeting.

204. Executive Session

Executive sessions may be held before or after any regular or special meeting, or at any other time on call of the Chair, which shall be filed with the Aviation Director, or by majority vote of the members. The Aviation Director shall post meeting notices at least twenty-four (24) hours before any such meeting.

205. Quorum

A quorum necessary for the transaction of business shall consist of four (4) members of the Commission. The business of the Commission shall be transacted by the majority vote of members present, except as provided in Section 401.

206. Absence of the Chair and Vice-Chair

In the absence of the Chair and Vice-Chair, the senior Commission member present may convene the meeting.

207. Member Attendance

Commission members shall follow the attendance requirements in accordance with the Scottsdale Revised Code.

208. Public Comment, Presentations, Time Limitations

The Chair may provide additional time to members of the public, whether speaking on their own behalf or as a representative of an organization or group, over three (3) minutes on any matter.

209. Agenda Items

The Aviation Director will place items on the agenda with the concurrence of the Chair, or by a majority vote of the members of the Commission.

210. Conflict of Interest

All members of the Commission shall comply with the State Conflict of Interest Law, Title 38, Chapter 3, Article 8, Arizona Revised Statutes.

211. Abstention

Any member who may subjectively believe participating in discussion or voting on cases coming before the Commission could give the appearance to the general public of a conflict of interest may voluntarily abstain from participating in such cases.

III. OFFICIAL RECORDS

301. Definition

The official record shall include these by-laws, and the minutes of the Commission meetings, together with all applications, exhibits, correspondence, findings, decisions and other official actions or other items filed with or issued by the Commission.

302. Recording of Vote

Minutes shall be kept for all meetings of the Commission and shall show the vote of each member on every question on which the Commission is required to act, or shall indicate absence. Minutes shall also show records of all other official actions.

303. Retention of Files

All applications and other matters coming before the Commission shall be filed in the Aviation Department in accordance with that department's general file system. The Aviation Director shall keep a permanent file of all applications, exhibits, findings, correspondence, decisions and other official actions of the Commission. The tape recordings of the public hearings of the Commission, if any, shall be retained intact for not less than thirty (30) days after the City Council shall make a final decision in the specific subject on the tape. Original applications shall be retained as long as is required by standard City procedure.

304. Public Record

In accordance with Arizona public record law, all of the public records of the Commission shall be open to public inspection during normal business hours.

IV. RULES AND AMENDMENTS

401. Amendment Procedure

Amendments to these by-laws may be made by the Commission upon the affirmative vote of four (4) members, provided any such amendment is proposed at a preceding meeting, or is submitted in writing at a prior regular meeting of the Commission and is noted in the minutes of such meeting. Amendments adopted as above shall become effective at the next regular meeting of the Commission.

402. Copy of By-Laws

A certified copy of these by-laws and any amendments thereto shall be placed on record in the Aviation Department and the City Clerk within ten (10) days of the date of their adoption.

403. Robert's Rules of Order

When any question of parliamentary procedure arises, it shall be decided on the basis of Robert's Rules of Parliamentary Procedure, unless otherwise specified in these by-laws of the Commission.

404. Written Communications

All written communications to outside groups shall be sent out over the signature of the Chair or Vice-Chair of the Commission.

405. Interpretation and Conflict

In the event that any Commission by-law shall be at variance with any State statute or any ordinance or resolution of the City of Scottsdale, the statute, ordinance, or resolution shall prevail. These by-laws are intended only to supplement such ordinance and resolutions and may not amend, annul or abrogate any ordinance or resolution of the City of Scottsdale.



John Celigoy, Chair
Airport Advisory Commission

3/21/18
Date



Gary P. Mascaro, C.M., C.A.E.
Aviation Director

3/21/18
Date

APPROVED AS TO FORM:



Bruce Washburn
City Attorney

4/19/18
Date

By Sherry Scott
Deputy City Attorney

Sec. 5-109. Airport Advisory Commission.

- (a) There is created a Scottsdale Airport Advisory Commission consisting of seven (7) members.
- (b) The Airport Advisory Commission shall establish bylaws to govern its affairs. The bylaws shall designate:
 - 1. Officers of the Airport Advisory Commission, the time and manner of their election, the term of office and the powers and duties of each officer.
 - 2. The time, place and manner of notice of all regular and special meetings.
 - 3. The manner of adoption, amendment and repeal of Airport Advisory Commission bylaws.
 - 4. Such other provisions as may be deemed necessary or desirable which are not contrary to the provisions of any ordinance or resolution, the charter or the laws of this state or the United States, to aid the Airport Advisory Commission in conducting its affairs.
- (c) The Airport Advisory Commission shall, with the assistance of the city staff, advise the City Council as necessary on:
 - 1. The Airport capital improvement program and financial plan.
 - 2. Rules, regulations, and minimum operating standards under this chapter.
 - 3. Environmental policies affecting Airport operations and Airport projects.
 - 4. Aviation-related development proposals at and surrounding the Airport or other development proposals in conflict with 14 C.F.R. Part 150, as amended, or other aviation-related laws, ordinances, rules, regulations or planning documents. In addition to advising the City Council, the Airport Advisory Commission may take action to inform the Planning Commission of such conflicts.
 - 5. Fees imposed by the city in connection with the Airport and the Airpark.
 - 6. Lease policies regarding city-owned property at the Airport.
 - 7. Land use policies at and surrounding the Airport in conflict with 14 C.F.R. Part 150, as amended, or other aviation-related laws, ordinances, rules, regulations or planning documents. In addition to advising the City Council, the Airport Advisory Commission may take action to inform the Planning Commission of such conflicts.
 - 8. The future role of the Airport as part of the statewide air transportation system.
 - 9. Safety matters under the jurisdiction of the Airport.

10. Such other matters as the City Council may direct.

- (d) At the request of the City Council, the Airport Advisory Commission shall submit a written report regarding Airport activities.
- (e) The Airport Advisory Commission shall perform such other duties as are imposed on the Airport Advisory Commission by this chapter.
- (f) The City Council shall have the right and prerogative to initiate review of any decision of the Airport Advisory Commission and shall uphold, modify, or overrule said decision.



COMMISSION ACTION REPORT

Discussion and possible action to approve Airport
Advisory Commission Annual Report

Agenda Item No.: 5

Meeting Date: 01/19/22

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Discussion and possible action to approve Airport Advisory Commission Annual Report.

PURPOSE

The City Council desires to be better informed of the actions and operations of each Board and Commission and has asked staff to prepare an annual report.

Attachment(s): 1. Airport Advisory Commission Annual Report 2021.

Action Taken:



2021 Annual Report

Name of Board or Commission Annual Report

Prepared by Tiffany Domingo, Staff Coordinator on 12/30/2021

Approved by the Airport Advisory Commission on _____

Web Site Address: <https://www.scottsdaleaz.gov/boards/airport-advisory-commission>

Number of Meetings Held: 9

Public Comments: 2

Major Topics of Discussion / Action Taken:

- Approval to support 1-GP-2021: Draft Scottsdale General Plan 2035, elements that pertain to the Scottsdale Airport
- Approval of the Five-Year Capital Improvement Program for fiscal years 21/22 through FY 25/26
- Approval to modify Airport Rules and Regulations
- Approval to Authorize Lease Agreements for General Aviation Executive Box Hangar Space
- Approval to recommend to City Council, Adoption of Resolution No. 12097, authorizing Construction Manager at Risk (CMAR) Contract 2021-026-COS with J. Banicki Construction in the amount of \$10,755,539.09 for Runway Rehabilitation Project
- Approval to recommend Adoption of Resolution No. 12243 Authorizing Second Amendment to Contract 2018-015-COS a Lease Agreement with Volanti Restaurant and Lounge for Lease of Space

Current Member Attendance:

Member Name	Title	Present	Absent	Recused	Service Dates
John Berry	Chair	8	1	1 1/20/2021 meeting Item 8	January to December
Charles McDermott	Vice-Chair	9	0	0	January to December
Larry Bernosky	Commissioner	9	0	0	January to December
Ken Casey	Commissioner	5	2	0	March to December*
Liz Kaplan	Commissioner	1	1	0	January to February*
Cory Little	Commissioner	7	2	0	January to December
Peter Mier	Commissioner	8	1	0	January to December
Rick Milburn	Commissioner	7	2	0	January to December

**Liz Kaplan's term ended replaced by Ken Casey.*

Subcommittees: None

Ethics Training: Yes/ January 2021

Selected Officers: Yes/ January 2021

Reviewed Bylaws/City Code: Yes/ January 2021

Anticipated Key Issues: None at this time.

Future Significant Work Products: None at this time.

Upcoming Opportunities, Challenges, or Outcomes: None.

Additional Comments/Recommendations: If the Board/Commission wishes to add additional comments or recommendation(s) to the City Council, it can go in this section.

Report Approved on:

DRAFT



COMMISSION ACTION REPORT

Discussion and Possible Action to Recommend Adoption of Resolution No. 12359, Authorizing a Lease Agreement with 21 Luna, LLC for the lease of North General Aviation Executive Box Hangar Space at the Scottsdale Airport

Agenda Item No.: 6

Meeting Date: 01/19/22

Staff Contact: Carmen Williams,
Aviation Finance & Administration
Manager

Phone: (480) 312-8475

ACTION

Discussion and possible action to recommend adoption of Resolution No. 12359, authorizing a lease agreement with 21 Luna, LLC (2022-007-COS) for the lease of north general aviation executive box hangar space at the Scottsdale Airport.

PURPOSE

To authorize a new lease agreement for north general aviation executive box hangar space (A-1) 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.
- 21 Luna, LLC is executing a new lease agreement for unit A-1, replacing lease agreement 2019-043-COS that has recently been terminated per the request of the previous Lessee.
- The mutual termination agreement between the City and previous Lessee, Van Horn Aviation, LLC was finalized in November. Under the terms of the agreement, the Lessee will reimburse the City the real estate commission associated with the replacement lease agreement minus the security deposit.
- The base rent for all fourteen (14) box hangar leases will generate approximately \$475,200 in annual revenues to the Airport Enterprise Fund.

Attachments: 1. Resolution No. 12359
2. Location Map of General Aviation Box Hangars
3. Contract No. 2022-007-COS

Action taken:

RESOLUTION NO. 12359

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING LEASE AGREEMENT 2022-007-COS WITH 21, LUNA, LLC., 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 box hangar space to 21 Luna, LLC. 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, lease agreement 2022-007-COS with 21 Luna, LLC, a Florida limited liability company, for the lease of hangar space at the Scottsdale Airport.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____, 2022.

CITY OF SCOTTSDALE, an Arizona
municipal Corporation

David D. Ortega, Mayor

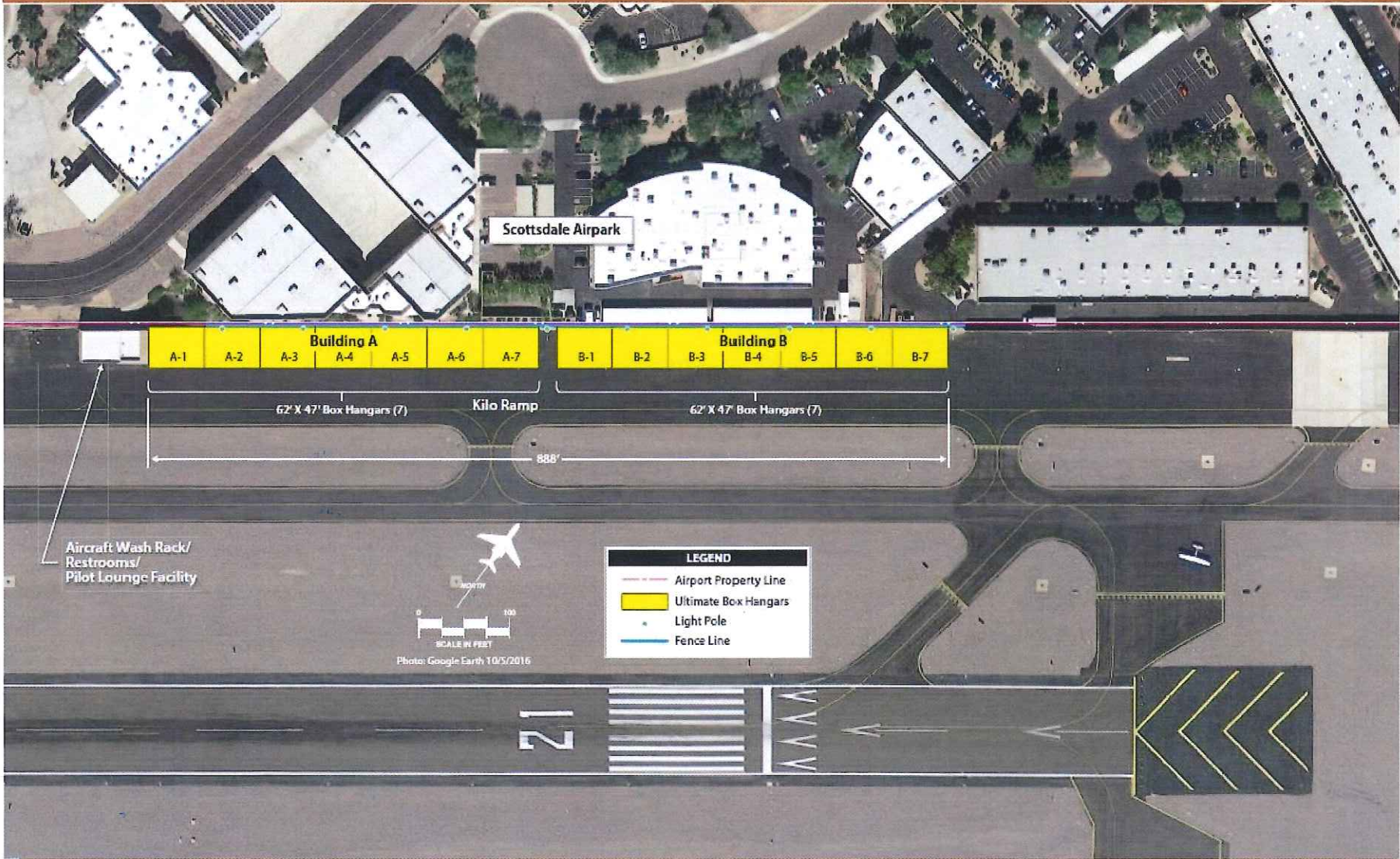
ATTEST:

By: _____
Ben Lane, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

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 _____ 2022, by and between the CITY OF SCOTTSDALE, an Arizona municipal corporation ("Lessor"), and 21 Luna, LLC a Florida limited-liability company ("Lessee").

W I T N E S S E T H

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 A-1, 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. This Agreement is effective as soon as it is entered into and 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. Lessee shall accept the Leased Premises in writing at the time possession of the Leased Premises is delivered to Lessee, the date of which will mark the start of the term of the Leased Premises. The term of the Leased Premises shall be for a period of **60 months** from the start of the time possession is delivered to the Lessee.

3.1 Holding Over. In any circumstance whereby Lessee would 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, Base Rent shall increase to 150% of its previous rate and shall be prorated to the date Lessee vacates the Leased Premises.

3.2 Option to Renew Lease. Provided that Lessee is not, nor has been, in default of any of the terms and conditions of the lease agreement, Lessee shall have the option to extend the term of the Lease for two (2) additional periods of one (1) year at a mutually agreed upon rate. Lessee shall notify, in writing, no later than three (3) months prior to the expiration of the Lease term of its intent to exercise said Option. Failure to exercise said Option in strict compliance with the manner provided, shall automatically terminate Lessee's right to exercise said Option. Notwithstanding the provisions of the Lease, the Option granted shall inure only to the benefit of the named herein and shall not be exercisable by Lessee or during the tenancy of any assignee, sub-tenant, mortgagee, or other transferees of said Lessee. The Aviation Director shall have authority to consent to an extension as set forth above without necessity of further City Council approval.

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 **\$3,500.00**. 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:

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

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 **\$3,500.00**. 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. 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, 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. Renter shall further be allowed to service its aircraft(s) in the Hangar 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. 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.

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 Premises and its property and activities at and about the Premises and shall provide insurance and indemnification as follows:

8.1 Insurance Required. Prior to entering, occupying or using the 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 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).

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 Premises, surrounding property, Lessee, or the activities carried on or about the 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.

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 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 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 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 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 or Lessor 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 arising only from the sole gross negligence 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

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 Premises or related to Lessee's use of the 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 Premises or any activities, uses or improvements related to the Premises. Lessee's obligations to indemnify do not diminish in any way Lessee's obligations to insure; and Lessee's obligations to insure to 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 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 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 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 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 Premises and obtaining Certificates of Insurance verifying the insurance requirements.

IX. ASSIGNMENT/SUBLET

9 Terms and Conditions Applicable to Assignment and Subletting.

9.1 Regardless of Lessor's consent, no assignment or subletting 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 or Breach.

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 or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors 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 or subletting 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 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 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 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 a Breach 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 a Breach 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 Breach exists, notwithstanding any claim from Lessee to the contrary.

- 9.8.2 In the event of a Breach 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 or Breaches 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 Premises without Lessor's prior written consent.
- 9.8.5 Lessor shall deliver a copy of any notice of Default or Breach 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.

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: Douglass S. Lodmell, Manager
 21 Luna, LLC
 8160 E. Butherus, Suite 4
 Scottsdale, AZ 85260

Notices to Lessee may also be hand delivered to Lessee's management office at the Aviation Business Center Building. 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).

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 Lessor or such agents 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 consummate, 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.

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]

LESSOR: CITY OF SCOTTSDALE,
an Arizona municipal corporation

By: _____
David D. Ortega, Mayor

ATTEST:

Ben Lane, City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022 by David D. Ortega, Mayor of the City of Scottsdale, an Arizona municipal corporation.

Notary Public

My Commission Expires:

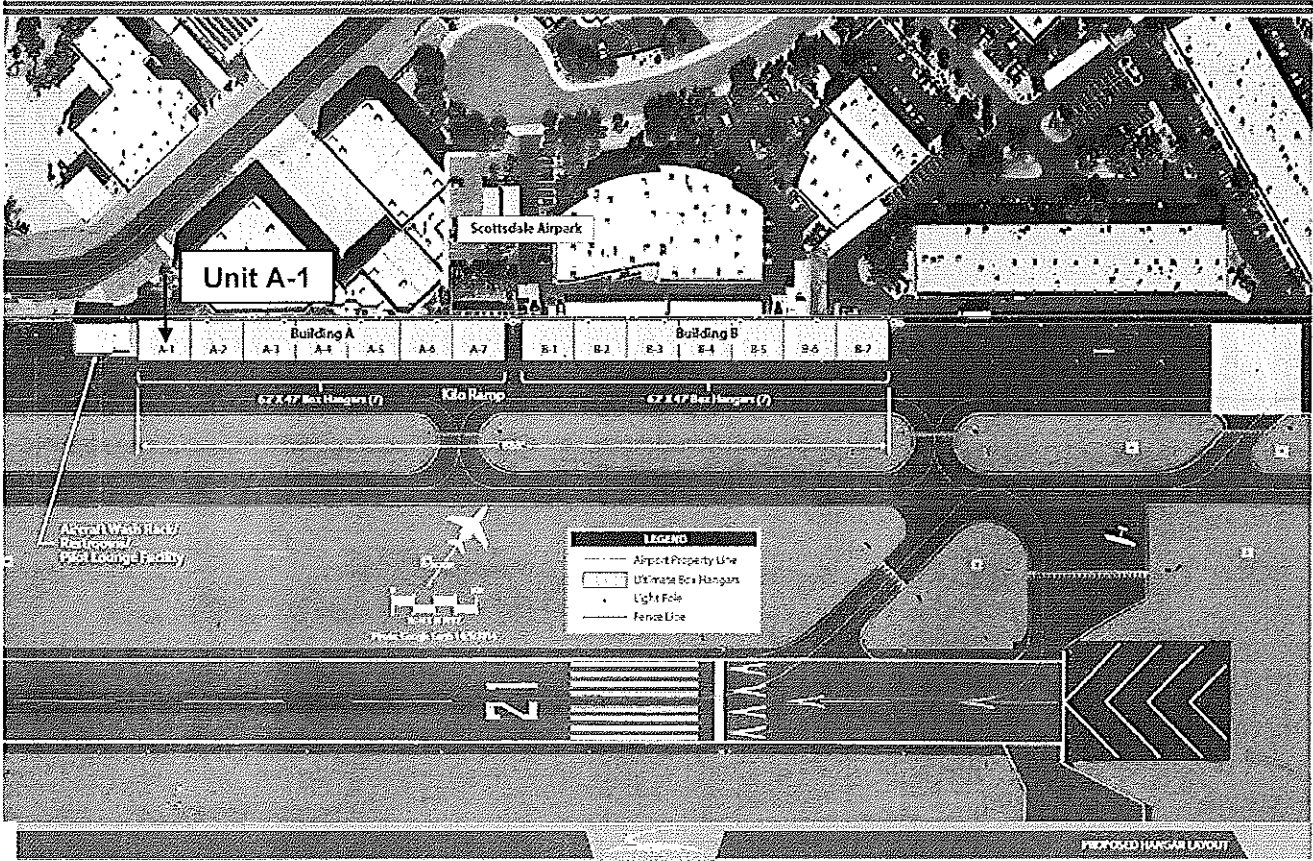
APPROVED AS TO FORM:

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

Gary P. Mascaro, Aviation Director

George Woods Jr., Director of Risk Management

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





COMMISSION ACTION REPORT

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

Agenda Item No.: 7

Meeting Date: 01/19/22

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

JANUARY 2022

AIRCRAFT CHARTER, SALES & MANAGEMENT					
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
AMERICAN FLIGHT SUPPORT, LLC	AIRCRAFT CHARTER BROKERAGE	JA	BEN MOKE	888-245-4017	701-540-0234
ASI CHARTER INC. dba PEAK MEDEVAC INTL	AIRCRAFT CHARTER	RASC	EUGENE HAGGAN	720-649-0600	720-649-0800
AVIATION RESOURCE GROUP dba AERODYNE FLIGHT CENTER	AIRCRAFT SALES	RASC	DOUG COX	480-359-7979	
BUSINESS AIRCRAFT MANAGEMENT dba EXECUTIVE AIRCRAFT SERVICES	AIRCRAFT CHARTER/SALES/MANAGEMENT	SFS	GORDON JOHNSON	480-905-8659	480-905-9365
C. WRIGHT AVIATION, LLC	AIRCRAFT SALES/CHARTER BROKERAGE	RASC	CYGNE LASHAE SWAN	480-500-1818	
CIRRUS DESIGN CORP DBA CIRRUS AIRCRAFT	AIRCRAFT MANAGEMENT/SALES	RA	RAVI DHARNIDHARKA	865-724-1959	
ELITE FLIGHT JETS	AIRCRAFT CHARTER	SFS	CHARLES LAPMARDO	480-305-0911	
FLY DENALI dba ALASKAZONA ADVENTURES	AIRCRAFT CHARTER	RA	ERIC ROVEY	623-203-7580	
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	623-780-8484
JET LINX SCOTTSDALE	AIRCRAFT CHARTER/MANAGEMENT	RASC	JON HULBURD	866-538-5469	888-398-3189
JET FLEET, LLC	AIRCRAFT SALES	SFS	STEVE GAGE	480-286-0029	
JET PROS, LLC	AIRCRAFT CHARTER/BROKERAGE/MANAGEMENT	SFS	MARGARET PIONTEK	480-444-2452	480-575-9920
JOHN HOPKINSON & ASSOCIATES	AIRCRAFT SALES	SFS	CHRISTINA HOPKINSON	403-637-2250	
MACKIN AVIATION, LLC	AIRCRAFT SALES	RA	BRIAN MACKIN	480-363-0058	
MAINE AVIATION AIRCRAFT CHARTER, LLC dba MAC JET CENTER	AIRCRAFT CHARTER	TAC	ALYSAN CARUSO	207-780-1811	
ROSS AVIATION - CHARTER	AIRCRAFT CHARTER	RASC	RICK WIELEBSKI	480-948-2400	480-948-3874
SAWYER CHARTER SERVICE	AIRCRAFT CHARTER/SALES	RANC	CHAD VERDAGLIO	480-922-2723	480-922-5653
SCOTT AIR, LLC dba ISLAND AIR EXPRESS	AIRCRAFT CHARTER	RASC	SCOTT CURRIER	602-274-4370	602-285-9295
SET JET	AIRCRAFT CHARTER/BROKERAGE	TAC	WILLIAM SMITH	480-264-6500	

AIRCRAFT RENTAL, LEASING & FLIGHT TRAINING					
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
AMERICAN FLYERS, INC.	FLIGHT TRAINING	RANC	STEVEN DAUN	954-784-2122	
AVIATION RESOURCE GROUP (AERODYNE)	AIRCRAFT RENTAL/FLIGHT TRAINING	RASC	DOUG COX	480-359-7979	
CIRRUS DESIGN CORP DBA CIRRUS AIRCRAFT	AIRCRAFT RENTAL/FLIGHT TRAINING	RA	RAVI DHARNIDHARKA	865-724-1959	
ELITE FLIGHT TRAINING	AIRCRAFT RENTAL/LEASING/FLIGHT TRAINING	SFS	CHARLES LAPMARDO	480-305-0911	
LEGACY FLIGHT TRAINING	FLIGHT TRAINING	ACC	WILLIAM INGLIS	772-539-0420	
LEOPARD AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	RASC	THOMAS NOON	760-419-2252	
PLUS 5 SPORT AERO	FLIGHT TRAINING	RANC	BUD DAVIDSON	602-971-3991	602-971-3896
SAWYER AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	RANC	CHAD & MARY VERDAGLIO	480-922-5221	480-922-5653
SCOTTSDALE EXECUTIVE FLIGHT TRAINING	AIRCRAFT RENTAL/FLIGHT TRAINING	SFS	GUY MILANOVITS	480-614-1166	
SDL HOLDINGS - ATP	FLIGHT TRAINING	RASC	JIM KOZIARSKI	904-273-3018	904-273-1511
SIERRA CHARLIE AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	SFS	SCOTT CAMPBELL	480-390-2346	
SOUTHWEST FLIGHT CENTER	AIRCRAFT RENTAL/FLIGHT TRAINING	ACC	GARY LEWIN	480-991-2880	480-991-2968

UNIVERSAL HELICOPTERS, INC.	FLIGHT TRAINING/LEASING/PHOTOGRAPHY	RASC	GORDON JIROUX	480-951-6283	480-951-6285
VERTICAL WORKS	FLIGHT TRAINING	RANC	CHARLES CHADWICK	732-865-1610	

AIRCRAFT MAINTENANCE & REPAIR					
-------------------------------	--	--	--	--	--

BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
ACROPRO LLC	MOBILE AIRCRAFT MAINTENANCE	MOBILE	PIKE KELLY	805-268-4962	
ARIZONA AIRCRAFT INTERIOR DESIGN	SPECIALIZED AIRCRAFT REPAIR	SFS	MICHAEL BRYANT	480-832-1330	480-832-1186
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	RA	RAVI DHARNIDHARKA	865-724-1959	
CONSTANT AVIATION, LLC	AIRCRAFT MAINTENANCE	RA	NATHAN ROMNEY	469-323-4081	
DALLAS AIRMOTIVE	AIRCRAFT MAINTENANCE	SFS	DAVID HUTCHISON	214-477-9033	
DIRECTMX AVIATION LLC	AIRCRAFT MAINTENANCE	RASC	VAN NGUYEN	520-409-7860	
DUNCAN AVIONICS	AIRCRAFT MAINTENANCE	SFS	JIM DAVIS	480-922-3575	480-951-9234
G.G.R. AVIATION	MOBILE AIRCRAFT MAINTENANCE	SFS	GUY MILANOVITS	480-614-1166	
JET EAST AVIATION	AIRCRAFT MAINTENANCE	SFS	SHAWN GEORGE	216-212-8056	
KEYSTONE AVIATION, LLC	AIRCRAFT MAINTENANCE	TAC	AARON FISH	888-900-6070	
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	618-259-0809
SAWYER MX, LLC	AIRCRAFT MAINTENANCE	RA	CHAD VERDAGLIO	480-922-5221	480-922-5653
SOUTHWEST FLIGHT CENTER	MOBILE AIRCRAFT MAINTENANCE	ACC	GARY LEWIN	480-991-2880	480-991-2968

AIRCRAFT WASHING & DETAILING					
------------------------------	--	--	--	--	--

BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
AERO PANACHE	AIRCRAFT WASHING	MOBILE	TODD PUCKETT	602-531-5505	
APPEARANCE GROUP	AIRCRAFT WASHING	MOBILE	DONALD HENRY	480-580-1658	
CLASSIC AIR AVIATION	AIRCRAFT WASHING	MOBILE	JON MARPLE	602-574-5376	440-664-3568
JB'S EXECUTIVE DETAILING	AIRCRAFT WASHING	MOBILE	JEFFREY BURROWS	480-808-4229	
TIME FOR SALE	AIRCRAFT WASHING	MOBILE	CAROLYN NELSON	602-295-7181	
WEST COAST WASH STATION	AIRCRAFT WASHING	MOBILE	MIKE ADAMS	480-443-7320	

AUTO RENTAL COMPANIES					
-----------------------	--	--	--	--	--

BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
ALAMO/NATIONAL CAR RENTAL	OFF-AIRPORT RENTAL CAR	OFF	MIKE ROLLINS	480-948-4884	480-948-7444
AVIS RENT-A-CAR SYSTEMS	OFF-AIRPORT RENTAL CAR	OFF	PETER SERENA	480-948-4993	602-273-3215
ENTERPRISE RENT-A-CAR	RENTAL CAR	SFS	ERIC BULLIS	480-315-8051	480-315-1938
GO RENTALS	RENTAL CAR	RA	KAVOUS GITIBIN	480-991-0117	949-222-1909
HERTZ RENT-A-CAR	OFF-AIRPORT RENTAL CAR	OFF	STEPHEN BLUM	239-301-7794	

FIXED BASE OPERATORS					
----------------------	--	--	--	--	--

BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
JET AVIATION OF AMERICA	FIXED BASE OPERATOR	JA	TIMOTHY VALLOWE		
ROSS AVIATION	FIXED BASE OPERATOR	RA	RICK WIELEBSKI	480-948-2400	480-948-3874
SIGNATURE FLIGHT SUPPORT	FIXED BASE OPERATOR	SFS	GREG GIBSON	480-951-2525	

HANGAR, SHADE & OFFICE LEASING SERVICES					
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
TAC PRIVATE HANGARS	HANGAR LEASING	TAC	JAMIE THOMPSON	480-865-2605	

IN-FLIGHT CATERING SERVICES					
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
AIR CULINAIRE WORLDWIDE, LLC	IN-FLIGHT CATERING	MOBILE	CHRIS EVANS	1-800-247-2433	
BASHAS INC. dba AJ'S FINE FOODS	IN-FLIGHT CATERING	MOBILE	MICHAEL BASHA	480-940-6731	480-940-2245
EMILY'S EVENTS LLC	IN-FLIGHT CATERING	MOBILE	EMILY GARNER	480-361-1800	
JETFARE CATERING	IN-FLIGHT CATERING	MOBILE	JONATHAN ALLEN	480-771-4161	
VOLANTI PRIVATE JET CATERING	IN-FLIGHT CATERING	MOBILE	DEE DEE MAZA	480-636-1722	

U.S. GOVERNMENT					
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
FAA CONTROL TOWER	SDL AIR TRAFFIC CONTROL	TOWER	STEVE RAULSTON	480-609-7585	480-922-4982
U.S. CUSTOMS	U.S. CUSTOMS	OPS	OFF. KENNEDY/ARVIZU	480-312-8483	480-312-8485

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

RA = Ross Aviation; 14600 N. Airport Drive, Scottsdale, AZ 85260

RASC = Ross Aviation South Complex; 14700 N. Airport Drive, Scottsdale, AZ 85260

SFS = Signature Flight Support; 15290 N. 78th Way, Scottsdale, AZ 85260

RANC = Ross Aviation North Complex; 15115 N. Airport Drive, Scottsdale, AZ 85260

TOWER = FAA Air Traffic Control Tower; 14960 N. 78th Way, Scottsdale, AZ 85260

GRNWX = Greenway Hangars and Shades; 15135 N. Airport Drive, Scottsdale, AZ 85260

AIRPARK AERONAUTICAL BUSINESS PERMITS & TENANTS

JANUARY 2022

AIRCRAFT CHARTER, SALES & MANAGEMENT & SPECIALTY SERVICES				
BUSINESS NAME	ACTIVITY	CONTACT	TELEPHONE	FAX
ALANTE AIR CHARTER	AIRCRAFT CHARTER/MANAGEMENT	RYAN HAMILTON		605-593-8960
COPPER STATE TURBINE ENGINE CO.	AIRCRAFT ENGINE OVERHAUL SERVICES	JIM NORDSTROM	480-500-6677	480-991-3067
DORATO JETS, LLC dba MEDICAL LOGISTICS MANAGEMENT, INC.	AIRCRAFT CHARTER/MANAGEMENT	BRANDON KEARNS	619-754-6755	
EXECUTIVE JET MANAGEMENT	AIRCRAFT MANAGEMENT	CHRISTINE LEBER	513-979-6709	
FRESH AIRCRAFT SALES, LLC	AIRCRAFT SALES	JOHN CALHOUN	602-717-2336	480-820-2566
PINNACLE AIR GROUP	AIRCRAFT CHARTER/MANAGEMENT/SALES	SCOTT GUETTI	480-998-8989	480-998-7993
PRIME JET	AIRCRAFT CHARTER/MANAGEMENT	CHERYL JANKE	310-486-2088	303-648-4685
SCOTTSDALE HANGAR ONE	AIRCRAFT MANAGEMENT	MATT BEVERAGE	480-624-9000	480-659-6051
BRADLEY MACK AVIATION, INC.	AIRCRAFT MANAGEMENT	MARY RANDOLPH	480-393-0770	480-393-7774

HELICOPTER RENTAL, LEASING & FLIGHT TRAINING				
BUSINESS NAME	ACTIVITY	CONTACT	TELEPHONE	FAX
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	FAX
7345 ACOMA LLC	HANGAR/SHADE LEASING	MOSHE BAR	480-483-8107	480-483-8172
AIRPARK LAND, LLC	HANGAR/SHADE LEASING	CRAIG JACKSON	480-421-6694	
ASTOR AIRPARK HOLDINGS	HANGAR/SHADE LEASING	REG COOPER	480-483-1999	480-443-7776
AVALON ONE	HANGAR/SHADE LEASING	SAMIR KANUGA	480-718-2412	
BATES FAMILY TRUST	HANGAR/SHADE LEASING		480-443-8287	480-443-8385
BECK LANE HANGARS LLC	HANGAR/SHADE LEASING	RYAN HAMILTON		
BCO	HANGAR/SHADE LEASING	LYNN BABCOCK	480-922-0490	480-922-0839
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	480-951-1392
CWIE MANAGEMENT RESOURCES	HANGAR/SHADE LEASING	FRANK CADWELL	480-449-7751	480-449-8814
DEVELOPMENT SERVICES OF AMERICA	HANGAR/SHADE LEASING	RICHARD WILSON	480-927-4888	480-927-4889
GRAYSTAR CORPORATION	HANGAR/SHADE LEASING	JOHN MEYER	480-483-1985	480-483-1726
GREAT AMERICAN HANGAR	HANGAR/SHADE LEASING	MARK BOSCO	916-391-5000	916-391-5001

HANGAR THREE	HANGAR/SHADE LEASING	JIM KEELEY	480-596-9000	480-948-0502
JJS INVESTMENTS LLC	HANGAR/SHADE LEASING	JOHN J. SHUFELDT	602-399-1514	
JON VESELY REVOCABLE TRUST	HANGAR/SHADE LEASING	JOHN MEYER	480-483-1985	480-483-1726
LARRY COFFEY	HANGAR/SHADE LEASING	LARRY COFFEY	480-607-0140	
LOOKOUT PEAK, LLC	HANGAR/SHADE LEASING	MOSHE BAR	480-483-8107	480-483-8172
PACIFIC MARINE MANAGEMENT	HANGAR/SHADE LEASING	AL CHITTENDEN	360-653-4266	360-659-4216
ROSS AVIATION	HANGAR/SHADE LEASING	RICK WIELEBSKI	480-948-2400	480-443-7227
SCOTTSDALE HANGAR ONE	HANGAR/SHADE LEASING	ANDY SHAFER	480-624-9000	480-659-6051
SKY HARBOR LEASING, LLC	HANGAR/SHADE LEASING	REG COOPER	480-483-1999	
SOUTHWEST JET CENTER	HANGAR/SHADE LEASING	GARY DAICHENDT	949-254-3027	
WALLACE HOLDINGS	HANGAR/SHADE LEASING	BOB WALLACE	480-998-8861	480-998-0388
WATTS INVESTMENTS, LLC	HANGAR/SHADE LEASING	CHRIS NUTE	602-761-4571	302-275-3346
7689, LLC	HANGAR/SHADE LEASING	JOHN MEYER	480-289-5715	480-751-1559

LEGEND:

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



COMMISSION INFORMATION REPORT

Discussion and input regarding the Monthly Airport Construction Report for January 2022

Agenda Item No.: 8

Meeting Date: 01/19/22

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

Phone: (480) 312-2674

INFORMATION

Airport Construction Update for January 2022

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 Fence Replacement Project

<u>Description</u>	<u>Approximate Cost</u>	<u>Status</u>	<u>Start Date</u>	<u>Estimated Completion Date</u>
Replace two sections of airport fencing at Frank Lloyd Wright Blvd. and Thunderbird Rd.	\$475,000	Contract Awarded, Waiting for Project Start	January 17, 2022	Late February 2022

Taxiway A North Rehabilitation Project

<u>Description</u>	<u>Approximate Cost</u>	<u>Status</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Rehabilitate the north end of Taxiway A and add additional run-up area.	\$5,000,000	Design Phase	August 2022	Late 2022



COMMISSION INFORMATION REPORT

Discussion and input regarding Operations Report for December 2021

Agenda Item No.: 9

Meeting Date: 01/19/22

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

Phone: (480) 312-2674

INFORMATION

Airport Monthly Operations Update for December 2021.

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 Engine</u>	<u>Twin Engine</u>	<u>Jet</u>	<u>Total</u>
Current Month	26	221	29	187	463
December 2020	27	230	37	173	467

OPERATIONS

	<u>December 2020</u>	<u>December 2021</u>	<u>% Δ</u>	<u>2020 YTD</u>	<u>2021 YTD</u>	<u>% Δ</u>
Total	15,714	13,684	-13.0	195,852	164,051	-16.2
IFR	5,059	6,385	26.2	50,675	61,546	21.4

ALERTS

<u>Date</u>	<u>Type</u>	<u>Description</u>
12/06/21	2	Cessna Citation 750, faulty gear indication
12/08/21	2	Embraer Phenom, faulty gear indication
12/12/21	2	Cessna Citation 750, flap problem
12/16/21	1	Raytheon Premier, bleed air duct warning light
12/26/21	1	Bombardier Global Express, passenger with medical emergency

INCIDENTS

<u>Date</u>	<u>Description</u>
12/03/21	Small oil spill, Ross Aviation fuel truck
12/17/21	Cessna 172, runway deviation upon landing
12/17/21	Cessna 441, flat nose tire while taxiing
12/17/21	Falcon 900EX, damaged airpark access gate with jet blast
12/24/21	Vehicle crashed into perimeter fence, no injuries

ENFORCEMENT ACTIONS

<u>Date</u>	<u>Violation</u>	<u>Enforcement Method Used</u>	<u>Comments</u>
12/02/21	Failure to wait for vehicle gate to close	Verbal	1 st Violation
12/06/21	Failure to wait for vehicle gate to close	Verbal	1 st Violation
12/28/21	Failure to submit a visiting aircraft notice	Written Notice	2 nd Violation
12/29/21	Pilot performed stop and go landing	Verbal	1 st 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>
\$109,525	191	52	U.S. Visit Summary 108 Mexican, 3 Swiss, 4 Canadian, 6 Netherlanders, 4 British, 1 Korean, 2 Spanish, 1 French, 2 Panamanian, 2 Dominicans, 1 Brazilian, 1 Australian, 1 Egyptian, 1 Peruvian

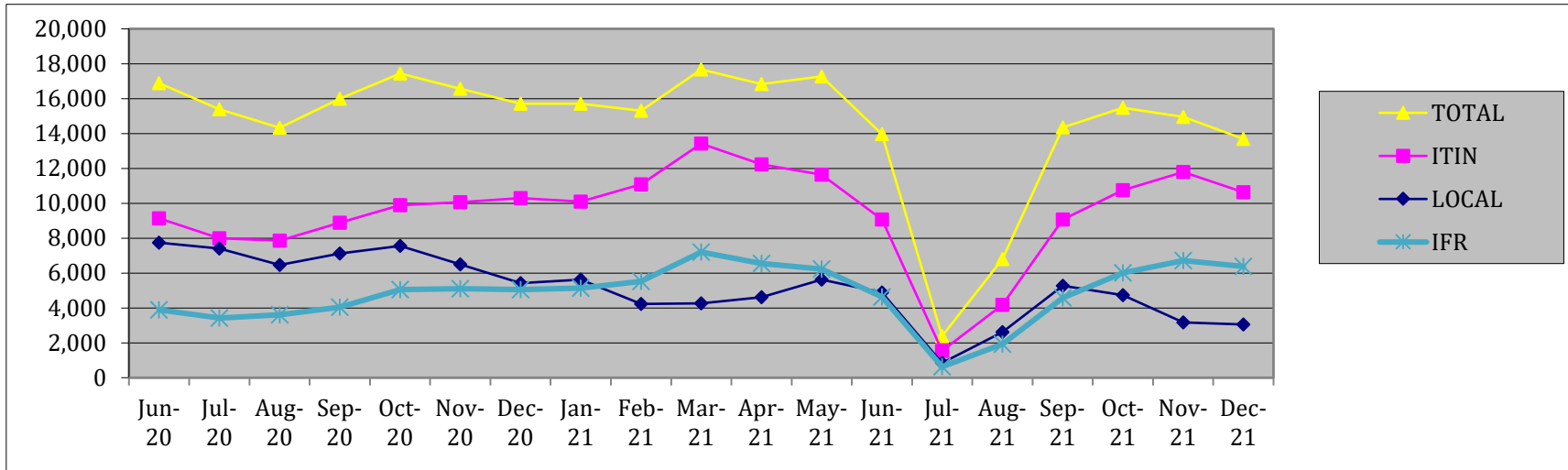
<u>*Revenue (FYTD)</u>	<u>Total Uses Month</u>	<u>Total Uses (FYTD)</u>
2021/2022 \$436,050	DECEMBER 2021 191	2021/2022 703
2020/2021 \$399,750	DECEMBER 2020 168	2020/2021 718

*Revenue = User Fees and Overtime Fees Charged to Users
 75,000 lbs. + PPR = 66 (calendar year 2021)

SCOTTSDALE AIRPORT OPERATIONS 2020-2021



	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
ITIN	9,140	7,996	7,854	8,886	9,897	10,062	10,298	10,089	11,082	13,416	12,234	11,636	9,071	1,540	4,176	9,069	10,743	11,796	10,630
LOCAL	7,740	7,398	6,469	7,114	7,548	6,496	5,416	5,626	4,220	4,253	4,607	5,631	4,886	843	2,621	5,270	4,730	3,163	3,054
IFR	3,896	3,429	3,607	4,046	5,057	5,094	5,059	5,138	5,528	7,202	6,540	6,226	4,639	626	1,923	4,582	6,009	6,718	6,385
TOTAL	16,880	15,394	14,323	16,000	17,445	16,558	15,714	15,715	15,302	17,669	16,841	17,267	13,957	2,383	6,797	14,339	15,473	14,959	13,684



** Note - Runway 03/21 was closed for rehabilitation from July 6th to August 14th 2021



COMMISSION INFORMATION REPORT

Discussion and Input Regarding Monthly
Financial Reports for October 2021

Agenda Item No.: 10

Meeting Date: 01/19/22

Staff Contact: Carmen Williams,
Aviation Finance & Administration Manager

Phone: (480) 312-8475

AVIATION OPERATING BUDGET FISCAL YEAR 2021/22

	FY 2021/22		FY 2021/22 Year to Date (through October 2021)			
	Adopted Budget	FY 2021/22 Approved Budget	Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$6,262,427	\$6,262,427	\$1,547,102	\$2,049,148	\$502,046	32%
Expenses	\$2,825,237	\$2,614,347	\$1,043,544	\$877,166	-\$166,378	-16%
Net	\$3,437,190	\$3,648,080	\$503,558	\$1,171,982	\$668,424	

AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 10/31/21	\$5,903,551	-\$2,231,385	\$3,672,166
As of 10/31/20	\$3,295,490	\$3,556,406	\$6,851,897

MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	October 2020	October 2021	Dollar Variance	% Variance
Revenue	\$496,946	\$647,940	\$150,994	30%
Expenses	\$325,850	\$226,141	-\$99,709	-31%
Net	\$171,096	\$421,799	\$250,703	

ACCOUNTS RECEIVABLE AGING REPORT

Aging Report Data as of 11/1/2021

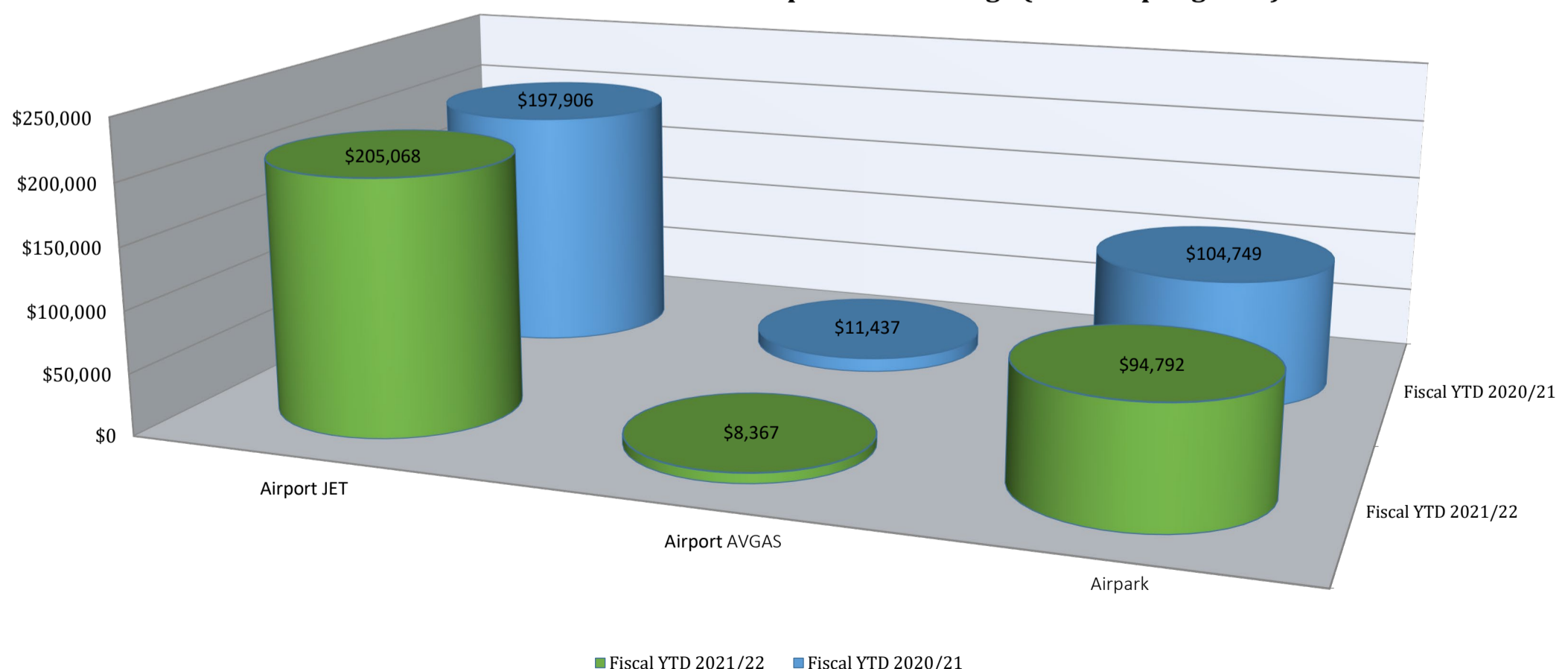
	Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
All Accounts Total	164,974.64	3,497.12	38.45	-527.07	0.00	-370.77	167,612.37

Fuel Flowage (@ \$0.10 per gallon)

	October 2020			October 2021			% Change From Last Yr	
	Revenue	Gallons	% Total	Revenue	Gallons	% Total		
Airport JET	\$56,193	561,933	62.8%	\$78,977	789,774	68.3%	40.5%	Gal
Airport AVGAS	\$3,108	31,075	3.5%	\$3,308	33,083	2.9%	6.5%	Gal
Airpark	\$30,175	301,748	33.7%	\$33,337	333,371	28.8%	10.5%	Gal
Total	\$89,476	894,756	100.0%	\$115,623	1,156,227	100.0%	29.2%	Gal

	Fiscal YTD 2020/21			Fiscal YTD 2021/22			% Change From Last Yr	
	Revenue	Gallons	% Total	Revenue	Gallons	% Total		
Airport JET	\$197,906	2,091,948	63.0%	\$205,068	2,050,681	66.5%	-2.0%	Gal
Airport AVGAS	\$11,437	120,919	3.6%	\$8,367	83,667	2.7%	-30.8%	Gal
Airpark	\$104,749	1,113,107	33.3%	\$94,792	947,920	30.8%	-14.8%	Gal
Total	\$314,091	3,325,974	100.0%	\$308,227	3,082,267	100.0%	-7.3%	Gal

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





COMMISSION INFORMATION REPORT

Discussion and Input Regarding Monthly
Financial Reports for November 2021

Agenda Item No.: 10

Meeting Date: 01/19/22

Staff Contact: Carmen Williams,
Aviation Finance & Administration Manager

Phone: (480) 312-8475

AVIATION OPERATING BUDGET FISCAL YEAR 2021/22

	FY 2021/22		FY 2021/22 Year to Date (through November 2021)			
	Adopted Budget	FY 2021/22 Approved Budget	Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$6,262,427	\$6,262,427	\$2,127,917	\$2,904,741	\$776,824	37%
Expenses	\$2,825,237	\$2,614,347	\$1,221,209	\$1,057,257	-\$163,952	-13%
Net	\$3,437,190	\$3,648,080	\$906,708	\$1,847,484	\$940,776	

AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 11/30/21	\$6,509,648	-\$3,017,168	\$3,492,480
As of 11/30/20	\$3,654,870	\$2,772,841	\$6,427,711

MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	November		Dollar Variance	% Variance
	2020	2021		
Revenue	\$491,842	\$855,593	\$363,751	74%
Expenses	\$132,868	\$180,091	\$47,223	36%
Net	\$358,974	\$675,502	\$316,528	

ACCOUNTS RECEIVABLE AGING REPORT

Aging Report Data as of 12/6/2021

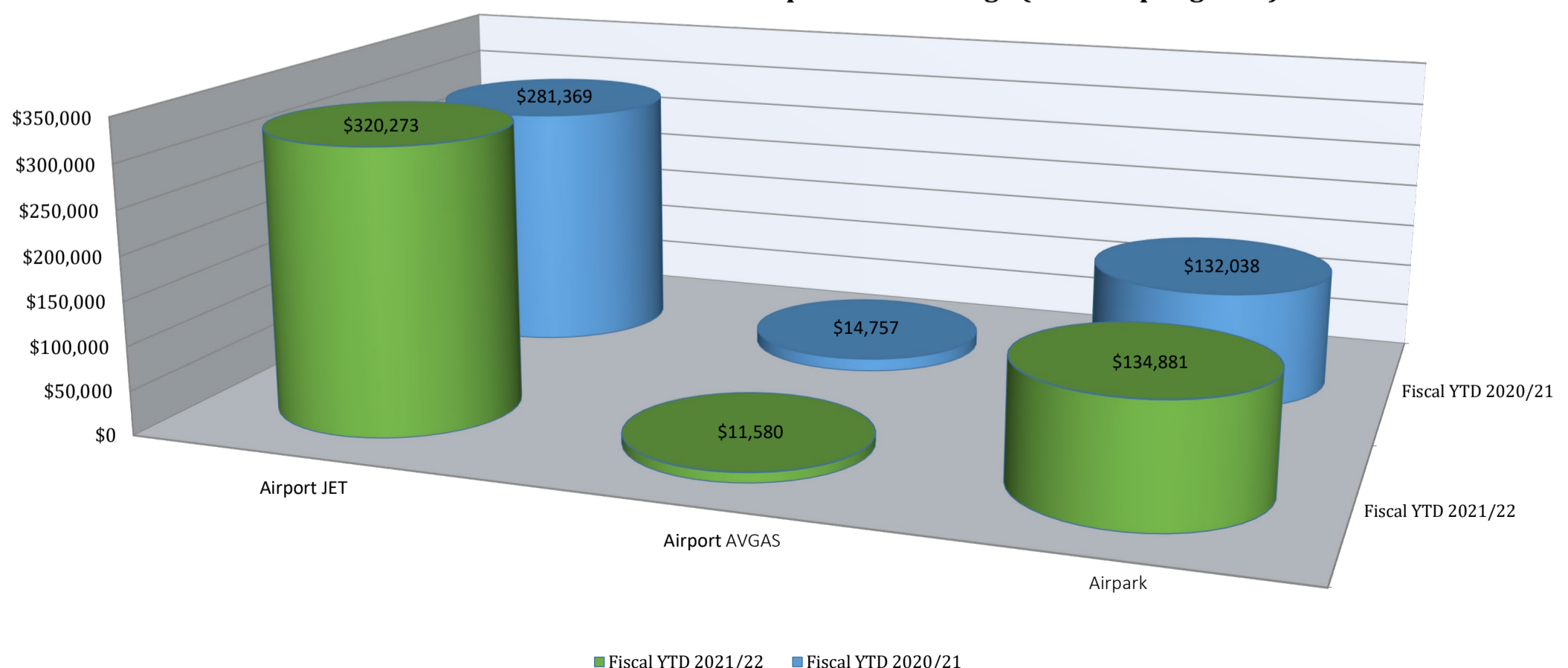
	All Accounts	Total	Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
				185,114.54	-1,827.79	222.31	35.00	-470.83	-214.31

Fuel Flowage (@ \$0.10 per gallon)

	November 2020			November 2021			% Change From Last Yr	
	Revenue	Gallons	% Total	Revenue	Gallons	% Total		
Airport JET	\$83,463	834,631	73.2%	\$115,204	1,152,044	72.7%	38.0%	Gal
Airport AVGAS	\$3,320	33,202	2.9%	\$3,214	32,135	2.0%	-3.2%	Gal
Airpark	\$27,289	272,891	23.9%	\$40,089	400,895	25.3%	46.9%	Gal
	\$114,072	1,140,724	100.0%	\$158,507	1,585,074	100.0%	39.0%	Gal

	Fiscal YTD 2020/21			Fiscal YTD 2021/22			% Change From Last Yr	
	Revenue	Gallons	% Total	Revenue	Gallons	% Total		
Airport JET	\$281,369	2,926,579	65.7%	\$320,273	3,202,725	68.6%	9.4%	Gal
Airport AVGAS	\$14,757	154,121	3.4%	\$11,580	115,802	2.5%	-24.9%	Gal
Airpark	\$132,038	1,385,998	30.8%	\$134,881	1,348,815	28.9%	-2.7%	Gal
	\$428,163	4,466,698	100.0%	\$466,734	4,667,341	100.0%	4.5%	Gal

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





COMMISSION INFORMATION REPORT

Discussion and input regarding Quarterly Noise Complaint Summary

Agenda Item No: 11

Meeting Date: 01/19/22

Staff Contact: Sarah Ferrara,
Aviation Planning & Outreach
Coordinator

Phone: (480) 312-8482

INFORMATION

Aviation staff will update the Airport Advisory Commission regarding aircraft noise complaints received during the fourth quarter of 2021.

PURPOSE

Community members that wish to report their concerns pertaining to aircraft noise and overflight activity associated with Scottsdale Airport air traffic may do so anytime by calling the aircraft noise report line or by submitting their complaint(s) via the Scottsdale Airport website. Each quarter a summary report is generated to depict the number of noise complaints that were received, along with the number of people who submitted complaints and a map depicting the location of where the complaints were generated.

KEY CONSIDERATIONS

- The quarterly noise complaint summary is used to identify and evaluate trends. It is not used to change flight procedures or restrict aircraft operating activity.
- It is normal to see increases and decreases in aircraft noise complaints associated with changes in weather and seasonal conditions.
- Aviation staff will respond to noise complaints within the Airport Noise Influence Area only when there is a specific request for a callback, or if the complainant is new.

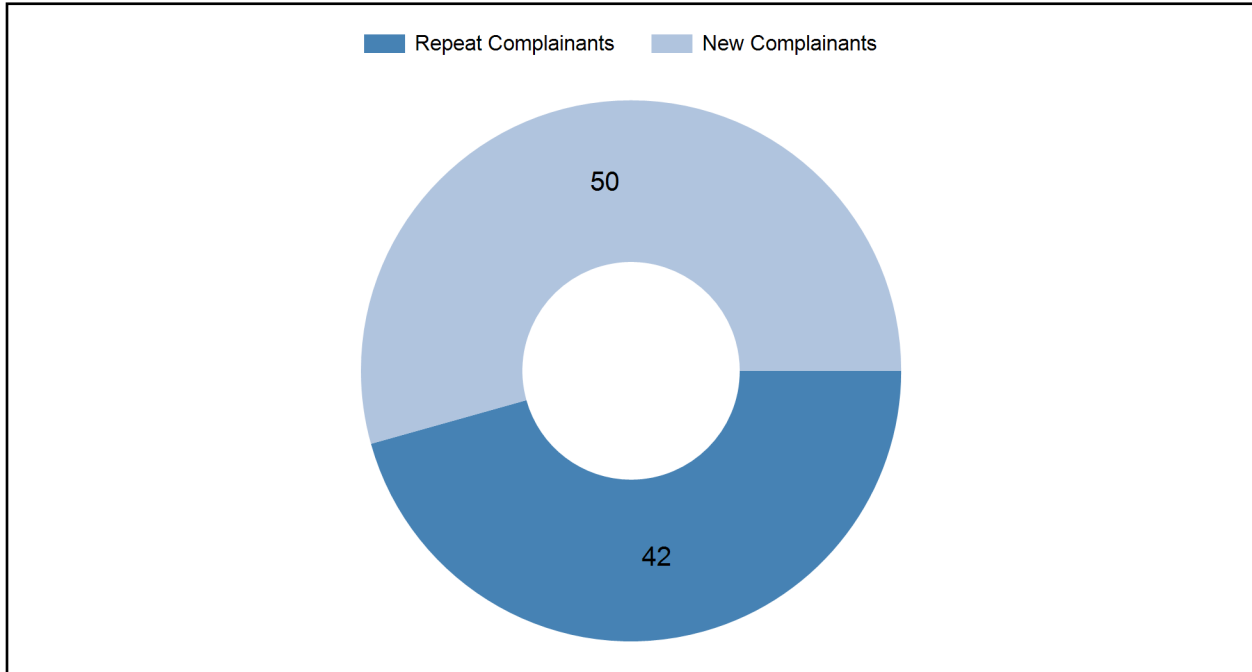
STAFF RESPONSE

The following are callback or email responses by staff, which are responded to outside of the noise complaint system:

Callbacks: 29	Emails: 3	Total: 32
---------------	-----------	-----------

Attachment(s): 1. Noise Complaint Summary for Oct. 1 – Dec. 31, 2021

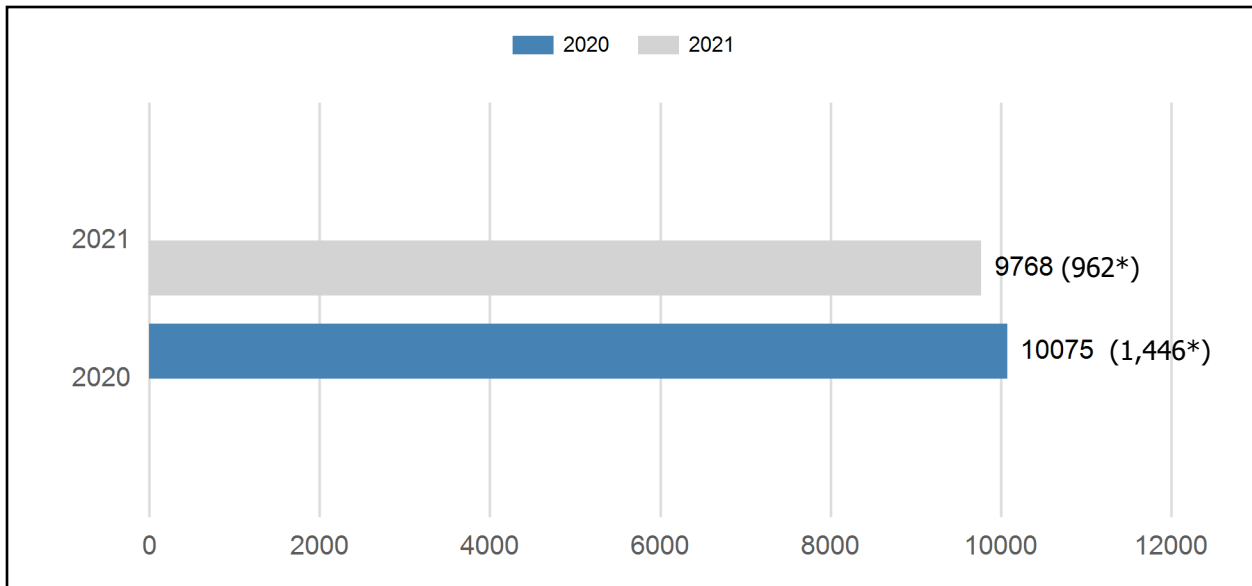
Total Complainant Summary



Year-Quarter	Complainants (Repeat)	Complainants (New)	Total	Percent New
2021 - Qtr 4	42	50	92	54%

This table reflects the number of complainants for "local" complaints received this quarter.

4th Quarter Complaint Comparison



This table shows the total complaints received in the "local" area for this quarter along with a comparison of the same quarter the previous year.

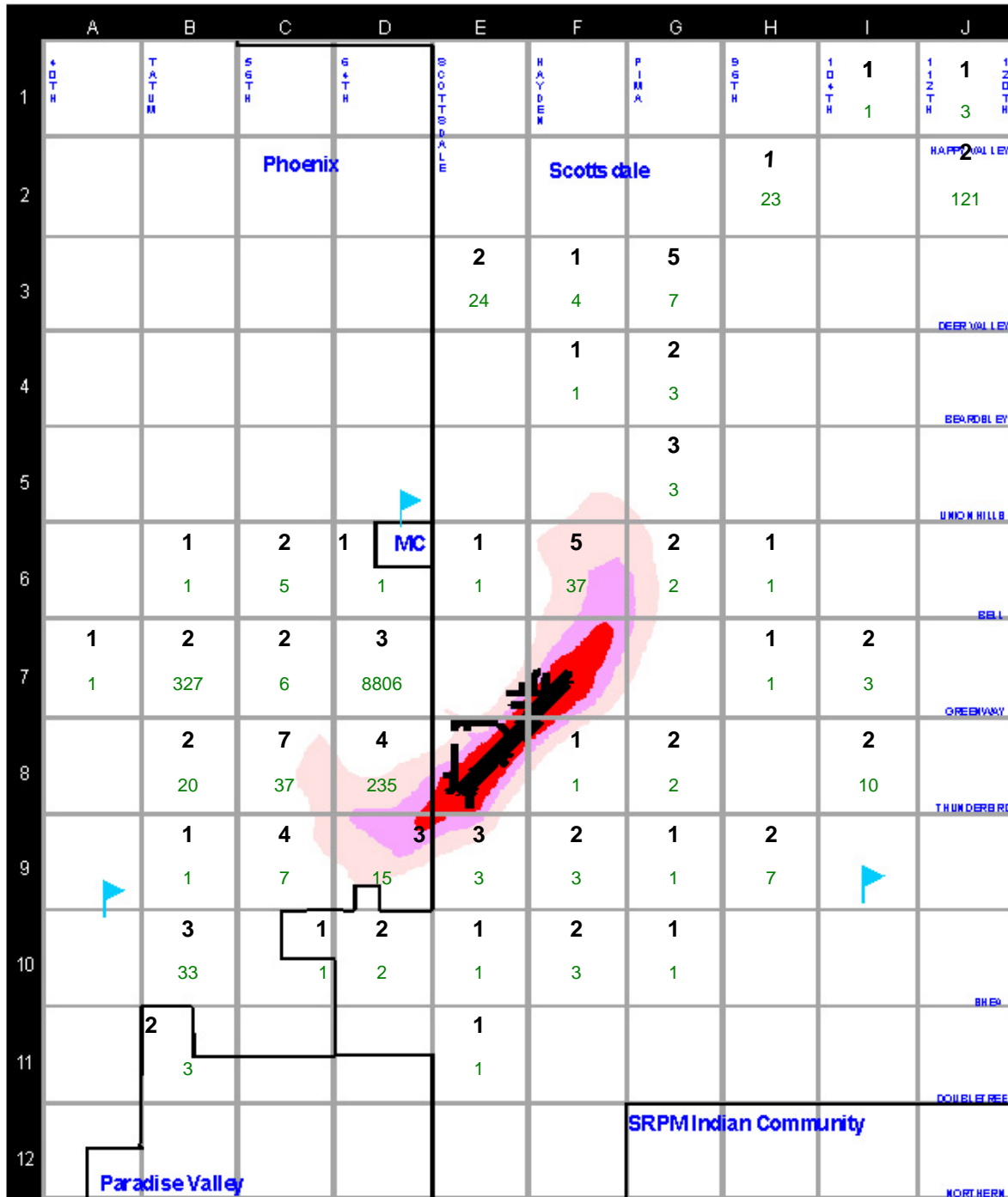
*One complainant submitted 8,806 complaints

Aircraft Noise Complaint Map

Complaints and complainants within the Airport Influence Area

October 1, 2021 through December 31, 2021

The map below represents the Scottsdale Airport Influence Area. Each grid block indicates the total number of complaints (green - on bottom) received per square mile for the summary period, and the number of complainants or people (black - on top) who filed them. Please refer to the map legend below for other map features.



GRIDS NOT SHOWN: UNKNOWN=2/1, BEYOND GRID=2/8

LEGEND	
	55 DNL Contour
	60 DNL Contour
	65 DNL Contour
	Reporting Point
	City Limits

Complainants	
Grid Key:	
	Complaints

Monthly Noise Complaint History

Through December 31, 2021

The following table lists monthly data on the number of complaints and complainants recorded within the "local" or Airport Influence Area (see grid on page two of this report).

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total
2000 Complainants	24	32	39	25	11	16	6	13	14	79	23	14	296
2000 Complaints	35	62	60	32	15	30	6	25	25	97	35	21	443
2001 Complainants	36	35	35	24	15	6	17	14	12	18	50	21	283
2001 Complaints	42	48	56	32	36	12	29	17	19	30	70	24	415
2002 Complainants	16	25	29	51	26	36	46	48	41	72	64	60	514
2002 Complaints	22	44	58	113	89	137	110	477	955	569	393	242	3,209
2003 Complainants	104	57	49	31	47	19	46	25	73	64	97	46	658
2003 Complaints	417	310	319	179	170	132	216	226	378	338	408	231	3,324
2004 Complainants	66	76	89	58	28	32	33	32	26	52	69	31	592
2004 Complaints	810	1,105	953	1,145	515	384	477	670	622	1,142	1,423	821	10,067
2005 Complainants	33	59	44	26	25	14	42	19	17	46	33	14	372
2005 Complaints	1,083	1,016	853	709	721	664	1,232	1,270	1,269	2,437	2,195	2,140	15,589
2006 Complainants	18	18	42	29	19	23	19	20	24	33	30	22	297
2006 Complaints	3,101	2,932	2,117	840	478	353	333	474	502	619	551	470	12,770
2007 Complainants	19	26	23	39	15	9	11	21	16	28	89	24	320
2007 Complaints	537	535	405	534	457	169	502	533	599	602	556	541	5,970
2008 Complainants	23	70	70	14	20	8	7	8	8	18	23	16	285
2008 Complaints	476	609	452	31	26	16	11	29	15	55	54	34	1,808
2009 Complainants	11	14	25	10	7	10	13	12	14	29	20	13	178
2009 Complaints	85	72	39	15	23	28	117	38	53	158	85	45	758
2010 Complainants	13	22	19	25	15	7	6	7	10	18	24	22	188
2010 Complaints	63	136	191	125	57	27	19	35	35	77	94	145	1,004
2011 Complainants	16	16	15	15	9	7	12	9	11	16	39	10	175
2011 Complaints	141	190	140	34	24	32	55	53	79	87	77	36	948
2012 Complainants	10	14	14	13	9	20	4	7	7	17	27	17	159
2012 Complaints	65	63	39	35	24	26	7	13	31	62	63	40	468
2013 Complainants	34	21	21	15	8	13	9	10	17	10	34	18	210
2013 Complaints	80	78	67	63	100	127	100	148	164	168	186	147	1,428
2014 Complainants	16	45	23	13	14	11	12	14	6	26	37	23	240
2014 Complaints	173	247	171	144	114	110	123	86	99	165	219	127	1,778
2015 Complainants	37	69	78	35	33	21	19	21	21	33	39	15	421
2015 Complaints	262	239	287	162	199	130	124	117	171	351	306	150	2,498
2016 Complainants	35	40	25	30	22	18	18	28	21	45	55	48	385
2016 Complaints	272	255	275	327	288	165	139	780	467	723	2,139	657	6,487
2017 Complainants	64	77	37	49	34	18	26	18	21	34	43	22	443
2017 Complaints	869	989	1,150	780	543	303	300	312	297	587	766	315	7,211
2018 Complainants	1	0	0	0	1	2	22	26	24	55	50	62	243
2018 Complaints	1	0	0	0	1	6	178	209	134	292	227	302	1,350
2019 Complainants	61	37	34	76	36	27	19	23	37	26	46	41	463
2019 Complaints	262	160	190	243	223	103	83	84	168	133	179	92	1,920
2020 Complainants	40	56	49	40	42	22	40	21	25	26	37	22	420
2020 Complaints	102	132	192	122	98	330	1,935	2,310	2,704	3,317	3,167	3,591	1,454*
2021 Complainants	25	28	30	42	28	28	9	16	22	40	41	49	358
2021 Complaints	4,574	4,035	3,756	2,651	4,001	2,838	336	1,520	3,560	3,055	3,302	3,411	962**

* Adjusted total (one complainants over 14,542 complaints in 2020)

**One complainant submitted 4,447 4,008 3,643 2,570 3,658 2,734 322 1,485 3,446 2,826 2,947 3,006



COMMISSION INFORMATION REPORT

Discussion and Input Regarding
Public Outreach Programs and Planning Projects

Agenda Item No: 12

Meeting Date: 01/19/22

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
Next Gen/Phoenix Metroplex	The City Manager sent letter on Dec. 6 formally requesting that Scottsdale be included in the Phoenix Airspace Working Group as new PBN procedures for PHX are considered.	In progress
Noise Outreach	Will conduct noise outreach as necessary.	Completed
Pilot Outreach		
Description	Purpose	Status
Pilot Briefing & Outreach	Conducting outreach to airport users and businesses that utilize customs service regarding our new online airport user fee process.	In progress
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 can be confirmed, a letter is sent out to the operator to ask them for their cooperation in flying outside these hours when possible. There were 21 voluntary curfew letters sent out in November and eight in December.	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 the following projects within the Airport Influence Area: three in November and two in December.	Completed

Community Outreach and Marketing		
Description	Purpose	Status
Media, social media, & list serves	Continuing to share and post on social media and send out list serve newsletters, recent topics included: military aircraft video, Jet Aviation's FBO accolade, holiday message and new customs airport user fee process.	As needed
Brochures, flyers, other print materials, webpages & videos	The Schedulers and Dispatchers convention in San Diego was rescheduled from Jan. 18-20 to April. We are signed up and planning to attend.	Completed
Community outreach, presentations and events	Did a presentation to about 25 Scottsdale Roundtable members.	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: 01/19/22

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
2022**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	CITY COUNCIL DATE	APPROVED
01/19/21	?	Discussion and Possible Action to Recommend Adoption of Resolution No. 12359, Authorizing Lease Agreement 2022-007-COS with 21 Luna, LLC 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	CC – 02/22/22	?

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)
2022

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	PLANNING, DRB, OR CITY COUNCIL	APPROVED
N/A	N/A	<p>Falcon’s Nest Hangar Request by owner for approval of a site plan, landscape plan, and building elevations for an approximately 26,000 square foot hangar and office building, with Industrial Park (I-1) zoning, and airport access, located at 15650 N. 83rd Way. 13-DR-2021</p>	DR	?
N/A	N/A	<p>New Corporate Hangar for Set Jet Request for approval of a site plan, landscape plan and building elevations for an approximately 16,000 square foot hangar and office building with I-1 (Industrial Park) zoning. 31-DR-2021</p>	DR	?
N/A	N/A	<p>SDL Jet Center Hangar 2 Request approval of the site plan and building elevations for a new aircraft hangar building with approximately 18,000 square feet of building area, all on a 7.8-acre site. 48-DR-2021</p>	DR	?
N/A	N/A	<p>Project Cactus Construction of a 29,400SF maintenance hangar with 4,200SF support space and 9,500SF terminal for transient and based aircraft to support Jet Aviation’s business at Scottsdale Airport. Work includes demolition of existing buildings and site features, and creation of access drives, onsite parking and landscaping, and improvement to the ramp as well as modification/addition of a connector to the airfield. 52-DR-2021</p>	DR	?

2022 City Council Meeting Calendar

JANUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Key

	Council Meetings
	Optional Additional Mtg and/or Study Session
	General Plan
	Events
	City of Scottsdale Holidays
	Election
	No meetings will be scheduled
	Strategic Planning Workshop/Retreat

Jan: 12 - MLK Dinner
 18 - State of the City Address
 Mar: 5-9 - NLC Congressional City Conference
 May: 17 - Tentative Budget Adoption
 June: 7 - Final Budget Adoption
 21 - Property Tax Adoption
 28 - Charter Officer Reviews
 Revised: 11/18/21

Aug: 2 - Primary Election
 30-31 - AZ League Conference (Glendale)
 Sep: 1-2 - AZ League Conference (Glendale)
 Nov: 8 - General Election
 16-19 - NLC City Summit
 Dec: 6-7 - Major General Plan Amendments and Reg Council Mtgs
 8 - Optional Meeting Date for Regular and GP items, if needed



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: 01/19/22

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 - 2022
 (Including anticipated topics and timeline for discussion)

JANUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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

FEBRUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- Quarterly Noise Program Update

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- Chamber Update

JUNE						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- Quarterly Noise Program Update

AUGUST						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- Quarterly Noise Program Update
- Annual AZBAA Update

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- Risk Management Update

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31