

SCOTTSDALE AIRPORT ADVISORY COMMISSION MEETING NOTICE AND AGENDA



Wednesday, January 20, 2021
5:00 p.m.
**Meeting will be held electronically and
remotely**



AIRPORT ADVISORY COMMISSION

Larry Bernosky, Chair
John Berry, Vice-Chair
Liz Kaplan
Cory Little

Charles McDermott
Peter Mier
Rick Milburn

Until further notice, Airport Advisory Commission meetings are being held electronically. While physical facilities are not open to the public, Airport Advisory Commission meetings are available on Scottsdale's YouTube channel to allow the public to virtually attend and listen/view the meeting in progress.

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

Spoken comment is being accepted on agenda action items. To sign up to speak on these please [click here](#). Request to speak forms must be submitted no later than 90 minutes before the start of the meeting.

Written comment is being accepted for both agendized and non-agendized items, and should be submitted electronically no later than 90 minutes before the start of the meeting. To submit a written public comment electronically, please [click here](#)

Call to Order

Roll Call

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 18, 2020

REGULAR AGENDA

ITEMS 1-17

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

1. 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

2. 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

3. Discussion and Possible Action regarding application for Airpark Aeronautical Business Permit for Beck Lane Hangars 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

4. Discussion and Possible Action regarding application for Airport Aeronautical Business Permit for GrandView Aviation, LLC to conduct aircraft charter services at the Scottsdale Airport. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov

5. Discussion and Possible Action regarding application for Airport Aeronautical Business Permit for Sawyer MX, LLC to conduct aircraft maintenance and repair services at the Scottsdale Airport. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov

6. Discussion and Possible Action to approve Airport Advisory Commission Annual Report
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735,
gmascaro@scottsdaleaz.gov


7. Discussion and Possible Action to Recommend Adoption of Resolution No. 12038, Authorizing Lease Agreement with Pantheon Global Realty for the lease of North General Aviation Executive Box Hangar Space at the Scottsdale Airport. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov
8. Discussion and Possible Action to Recommend Adoption of Resolution No. 12044, Authorizing Contract No. 2021-015-COS with DMD Real Estate Group, LLC for Aviation Real Estate Brokerage Consulting Services. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov
9. Discussion and Possible Action to Recommend that City Council Adopt Resolution 12045 authorizing On-Call Engineering Services Contract Amendment 2018-055-COS-A1 with Mead & Hunt, Inc. increasing the annual contract expenditure limit from \$1,000,000 to \$1,500,000 for design and construction administration of various Aviation Department projects. Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, cread@scottsdaleaz.gov
10. Discussion and input regarding the Monthly Construction Report
Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, cread@scottsdaleaz.gov
11. Discussion and input regarding Monthly Operations Report for November and December. Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, cread@scottsdaleaz.gov
12. Discussion and input regarding Airport and Airpark Aeronautical Business Permit Additions, Cancellations and Revocations. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov
13. Discussion and input regarding Financial Report for October and November
Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov
14. Discussion and input regarding Public Outreach Programs and Planning Projects
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, sferrara@scottsdaleaz.gov
15. Discussion and input regarding Quarterly Noise Complaint Summary Report
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, sferrara@scottsdaleaz.gov
16. 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

17. 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

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: 01/20/21

Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Approval of Minutes – Regular Meeting
November 18, 2020

Attachment(s): 1. Draft of minutes of the November 18, 2020 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
Scottsdale, Arizona**

**MEETING HELD ELECTRONICALLY
Wednesday, November 18, 2020**

DRAFT MINUTES

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

ABSENT: Liz Kaplan

STAFF: Gary Mascaro, Aviation Director
Sarah Ferrara, Aviation Planning & Outreach Coordinator
Carmen Williams, Aviation Finance & Administration Manager
Tiffany Domingo, Staff Coordinator

CALL TO ORDER

Chair Bernosky called the meeting to order at 5:01 p.m.

ROLL CALL

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

Transcriber's Note: Due to the poor audio quality, not all comments were able to be captured.

AVIATION DIRECTOR'S REPORT

Gary Mascaro, Aviation Director, provided a brief update on the current level of activity at the Airport. Aircraft activity and fuel volumes have increased quite a bit year on a yearly and monthly basis. Thanksgiving is anticipated to be a busy travel week and trends are showing continued rebounds in corporate aviation traffic.

1. Regular Meeting: October 21, 2020

Chair Bernosky called for approval of the minutes.

VICE-CHAIR BERRY MADE A MOTION TO APPROVE THE REGULAR MINUTES OF OCTOBER 21, 2020 AS PRESENTED. COMMISSIONER LITTLE SECONDED THE MOTION, WHICH CARRIED 6/0 WITH CHAIR BERNOSKY, VICE-CHAIR BERRY, COMMISSIONERS LITTLE, MCDERMOTT, MIER AND MILBURN VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

PUBLIC COMMENTS

No comments were submitted.

REGULAR AGENDA ITEMS 1-7

1. Discussion and Possible Action to Recommend Adoption of Resolution No. 12002, Authorizing First Amendments for Lease Agreements with SDL AZ Holdings, LLC dba Ross Aviation and Brown Community Management, Inc., an Arizona For-Profit Corporation for the Lease of General Aviation Box Hangar Space at the Scottsdale Airport

Carmen Williams, Aviation Finance & Administration Manager, reviewed the amendments to the agreement. Construction is nearing completion on Phase I of the first set of seven box hangars. The two amendments are for existing leases, which have gone through the approval process. They require approval of both the Airport Advisory Commission and City Council. Two units that were released opened back up again. One vacancy is to be taken over by Ross Aviation. The other amendment includes relocation of one of the units. The other vacant unit is pending a new lease at this time. That agreement will likely be presented to the Commission in January or February.

Chair Bernosky noted that the Phase 1 leases were negotiated a year and a half ago and that the Phase 2 leases are significantly more expensive. The new lease also includes the mezzanine. He cautioned against exercising any favoritism when negotiating leases.

COMMISSIONER MILBURN MADE A MOTION TO RECOMMEND ADOPTION OF RESOLUTION NO. 12002 AUTHORIZING FIRST AMENDMENTS FOR LEASE AGREEMENTS WITH SDL AZ HOLDINGS, LLC DBA ROSS AVIATION (2019-042-COS-A1) AND BROWN COMMUNITY MANAGEMENT, INC., AN ARIZONA FOR-PROFIT CORPORATION (2019-053-COS-A1) AND BROWN COMMUNITY MANAGEMENT, INC. AN ARIZONA FOR-PROFIT CORPORATION FOR THE LEASE OF GENERAL AVIATION BOX HANGAR SPACE AT SCOTTSDALE AIRPORT. VICE-CHAIR BERRY SECONDED THE MOTION, WHICH CARRIED

6/0 WITH CHAIR BERNOSKY, VICE-CHAIR BERRY, COMMISSIONERS LITTLE, MCDERMOTT, MIER AND MILBURN VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

2. Discussion and Input Regarding Financial Reports for September, 2020

Ms. Williams reported that the approved budget for revenue was just over \$1 million, with actuals reported at \$1.27 million. Part of the variance is due to the FAA CARES grant. The expense budget was \$577,000 with actuals at \$448,000. For September, 2020, there was \$382,000 in revenue compared to \$348,000 last year. Expenses are slightly lower this year compared to last year. The Aviation Fund is \$7.1 million as of September 30th. September fuel revenues are increased over last year. Jet revenues are up 60.9 percent. AVGAS is up 23.1 percent and Airpark is up 43.6 percent. Fiscal year-to-date, jet fuels are up 52 percent, AVGAS is up 28 percent and Airpark is up 21.9 percent. Gallons pumped totaled approximately 2.24 million.

Chair Bernosky noted that expenses were decreased 22 percent. Ms. Williams explained that they had budgeted for some higher ticket items that have not yet been expended.

3. Discussion and Input Regarding the Monthly Construction Report

Mr. Mascaro reviewed progress on the North GA Box Hangar Phase 1 Project. The project is at approximately 70 percent completion and moving quickly. Photographs were reviewed. Three projects are upcoming, including runway rehabilitation, which is in the preconstruction phase. Sixty-percent plan completion is scheduled for December. The 30 percent plans were submitted to the FAA and the State. No major issues were noted. They still anticipate receiving funding for the runway grant in July 2021, if not sooner. After much negotiation and negotiation with the FAA, Mr. Mascara was informed that the Airport's project is rated number one in the entire region. There is anticipation of grant issuance in May. In response to a question from Chair Bernosky, Mr. Mascaro stated that funding for the Airport is discretionary and the Airport must compete with other airports for funding.

Mr. Mascaro provided an update for North GA Box Hangar Project Phase 2, which was awarded by City Council. They are in the contract award phase.

Commissioner Little asked whether the fire suppression systems in the box hangars use the same foam system as in the Gemini. Mr. Mascaro stated that it is sprinklers only, due to the type of use.

4. Discussion and Input Regarding Monthly Operations Report for October

Mr. Mascaro stated that based aircraft is up compared to last year. Operations are up slightly. IFR is up significantly over last year. Overall, year-to-date, they are catching up on IFR issues as a result of COVID effect in March, April and May. There was one minor alert and several non-major incidents. In terms of enforcement actions, there was a challenge with one operator, who refused to get a permit for flight training. The operator is no longer operating at the Airport.

U.S. Customs revenue is \$74,625 with 126 total uses, which is higher than the same period last year. Revenue is up over last year. PPRs totaled 35 for the calendar year.

Commissioner Mier asked whether staff make benchmark comparisons against other similar airports. Mr. Mascaro stated that it is difficult to make valid comparisons due to geographic locations. The closest comparable airport is Naples, Florida, as they have a tourism impact season. Scottsdale Airport is doing quite a bit better than this east coast airport.

5. Discussion and input Regarding Public Outreach Programs and Planning Projects

Sarah Ferrara, Aviation Planning & Outreach Coordinator that for October, there were two voluntary curfew letters.

Chair Bernosky commented that noise complaint activity has been quiet. Ms. Ferrara stated that aside from a couple active complainants, complaint activity has been mellow this year.

Commissioner Little asked if the flight training activity has tapered off, because business is so brisk with business jet traffic that the flight trainers are not in the pattern as much. Ms. Ferrara surmised that some factor has definitely contributed. She has not looked at it in comparison to operations. Mr. Mascaro stated that Airport staff has not made that analysis. Ms. Ferrara added that she could look to see if any conclusions can be drawn in terms of the comparison.

In monitoring planning and zoning, there has been a lot of buzz with planning and development, whether it involves questions about what activities can take place on properties near the Airport or Airpark. Four projects were listed in the Airport Influence Area for October.

Ms. Ferrara stated that she continues to send out listservs as needed. She encouraged the new commissioners to subscribe, so that they can stay in the loop. Staff is working on sending out another notice regarding Jet Aviation's progress as the FBO. Other listservs will be issued on the runway rehabilitation project. Staff gave a presentation on October 30th with Jim Keeley of Colliers International to approximately 30 attendees regarding the Airpark area.

6. Administrative Report from the Aviation Director or Designee Regarding the Status of Pending Aviation-Related Items

Mr. Mascaro stated that not many items have had a change in status since the last report. The two items the Commission recommended for approval were ultimately approved by City Council. These include the Box Hangar agreement and the contract award for Phase 2.

In terms of aviation-related use on and off airport, such as hangar development, approximately \$92 million worth of construction has taken place. While this is significant, it is notable that even more is coming. Chair Bernosky asked for confirmation that this relates to companies doing building construction on the Airport. Mr. Mascaro stated that the City invested \$28 million on the Airport and \$16 million for the box hangars. In addition, there was private entity work, such as Ross Aviation, Jet Aviation Phase 1 and 2 and private hangars. Chair Bernosky noted that this activity will increase the Airport's visibility and economic impact.

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

Mr. Mascaro requested, on behalf of staff, that the Commission cancel the December meeting, as there are not a great deal of items for discussion.

COMMISSIONER MIER MADE A MOTION TO CANCEL THE DECEMBER 16, 2020 AIRPORT ADVISORY COMMISSION MEETING. VICE-CHAIR BERRY SECONDED THE MOTION, WHICH CARRIED 6/0 WITH CHAIR BERNOSKY, VICE-CHAIR BERRY, COMMISSIONERS LITTLE, MCDERMOTT, MIER AND MILBURN VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

The next meeting will take place on January 20th, 2021.

A Commissioner requested that if the Commission continues to meet as they have during this meeting, that they might have assistance with audio. Mr. Mascaro stated that they typically have mics and speakers, but were told they would have feedback from Zoom. He suggested that they bring in their chairs to a closer position at the next meeting.

ADJOURNMENT

With no further business to discuss, being duly moved and seconded, the meeting adjourned at 5:32 p.m.

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

SUBMITTED BY:

eScribers, LLC



COMMISSION ACTION REPORT

Election of Officers

Agenda Item No.: 1

Meeting Date: 01/20/21

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.: 2

Meeting Date: 01/20/21

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

Ratification of Airpark Aeronautical Business Permit for Beck Lane Hangars, LLC to conduct Hangar/Shade Leasing Services

Agenda Item No.: 3

Meeting Date: 01/20/21

Staff Contact: Carmen Williams,
Aviation Finance & Administration
Manager

Phone: (480) 312-8475

ACTION

Ratification of Airpark Aeronautical Business Permit for Beck Lane Hangars, 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. Beck Lane Hangars, LLC has requested an Airpark Aeronautical Business Permit to conduct Hangar/Shade Leasing Services in the Scottsdale Airpark.

APPLICANT(S)

Beck Lane Hangars, LLC
Ryan Hamilton
7944 E. Beck Lane
Scottsdale, AZ 85260

KEY CONSIDERATIONS

Beck Lane Hangars, 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 Charter Services |
| <input type="checkbox"/> Aircraft Charter Services | <input type="checkbox"/> Aircraft Management 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"/> Aircraft Engine Overhaul Services |
| <input type="checkbox"/> Helicopter Flight Training Services | <input type="checkbox"/> Helicopter Maintenance & Repair Services |
| <input type="checkbox"/> Helicopter Specialized Commercial Flying Services | <input type="checkbox"/> Helicopter Leasing / Rental 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: **Beck Lane Hangars LLC**

Authorized Representative / Title: **Ryan Hamilton**

Work Phone: Cell Phone: **480-215-6412**

Mailing Address: **7944 E Beck Lane** City: **Scottsdale**

State: **AZ** Zip Code: **85260** Email: **ryan@alanteair.com**

Billing Address: **Same** City:

State: Zip Code: Billing Email:

Billing Phone:

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: **Ryan Hamilton** Digitally signed by Ryan Hamilton Date: 2020.12.05 09:30:54 -07'00' Date: **Dec 5, 2020**

Staff Use Only

Application and documentation reviewed by: C. Williams

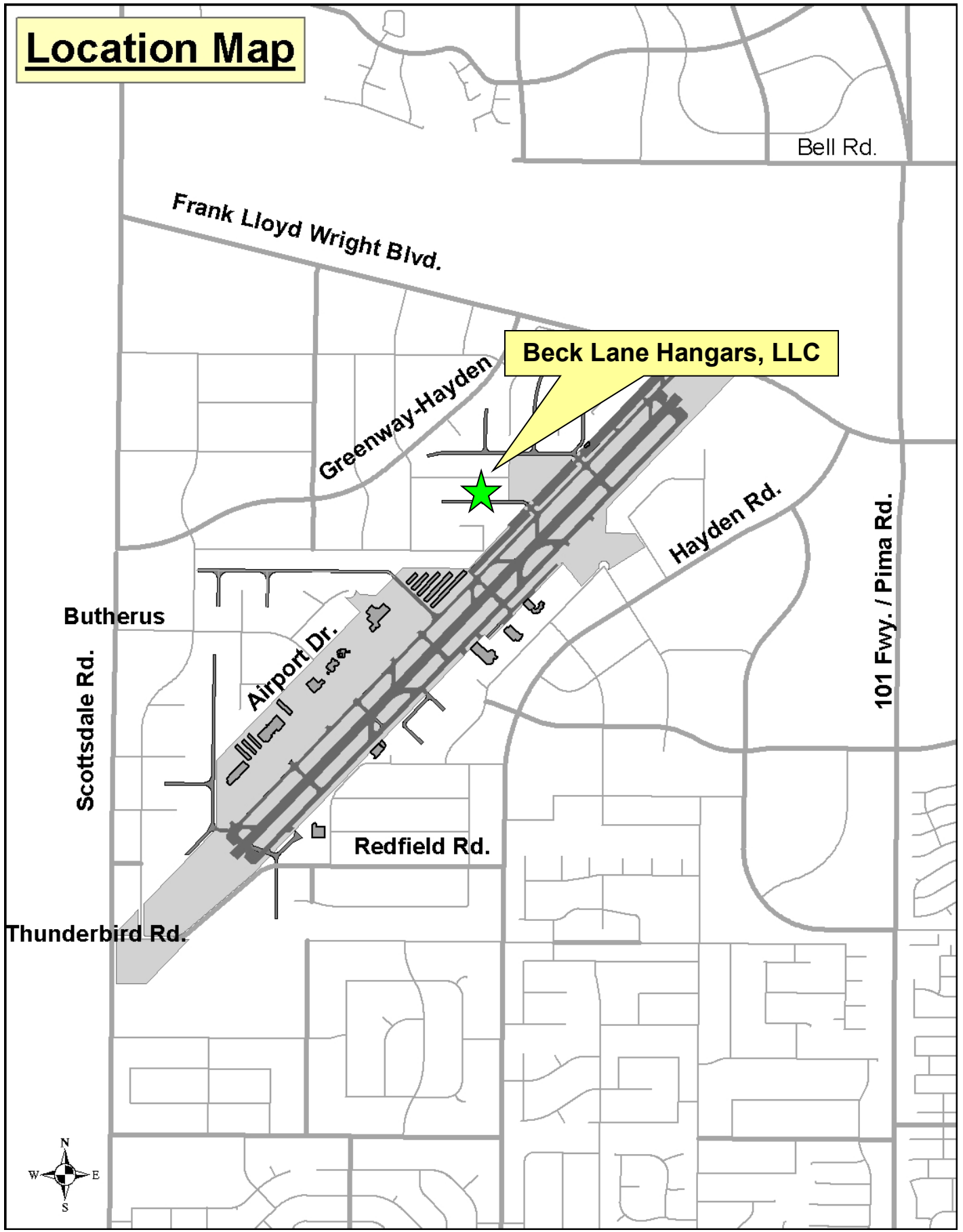
Aviation Director's Comments/Stipulations: _____

Approved by Aviation Director or designee: [Signature] Date: 12-29-2020

Date Ratified by the Airport Advisory Commission: _____

ABP Account Number: 2020-10A

Location Map





COMMISSION ACTION REPORT

Discussion and possible action regarding application for Airport Aeronautical Business Permit for GrandView Aviation, LLC to conduct Aircraft Charter Services

Agenda Item No.: 4

Meeting Date: 01/20/21

Staff Contact: Carmen Williams,
Finance & Administration Manager

Phone: (480) 312-8475

ACTION

Ratification of Airport Aeronautical Business Permit for GrandView Aviation, LLC to conduct aircraft charter services at the Scottsdale Airport.

PURPOSE

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

APPLICANT(S)

GrandView Aviation, LLC
Jessica Naor, COO
P.O. Box 15498
Middle River, MD 21120

KEY CONSIDERATIONS

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

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

Action taken:



SCOTTSDALE AIRPORT AERONAUTICAL BUSINESS PERMIT



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

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

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

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

Applicant (Business Name): **Grandview Aviation, LLC, wholly owned by IBW Air Services, LLC**

Authorized Representative, title: **Jessica Naor, COO** *J. Edwards* Email Address: **jessieb@flygv.com**

Work Phone: **800-609-8159** Cell Phone: **443-794-8922** Fax: **N/A**

Mailing Address: **P O Box 15498**

City: **Middle River** State: **MD** Zip Code: **21120**

Billing Address: **P O Box 15498**

City: **Middle River** State: **MD** Zip Code: **21220**

Billing Phone: **443-596-3462** Billing Email: **accounting@flygv.com**

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

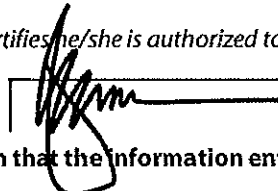
1. FEE PAYMENT: The Applicant agrees to pay all applicable fees on time, and all required fees including late fees, interest and penalties without deduction of any kind.
2. PERMIT LIMITATIONS: This permit may not be assigned or transferred, and is limited to the approved business activity listed above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

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

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

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

Applicant Signature:



Date: 11/9/20

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

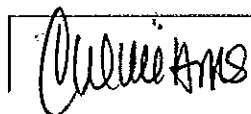
Please save the form to your documents, submit the form with an electronic signature to cawilliams@scottsdaleaz.gov
OR print, sign and return to: 15000 N. Airport Drive, Suite 100, Scottsdale, AZ 85260.

Staff Use Only

Application, permits and insurance reviewed by:

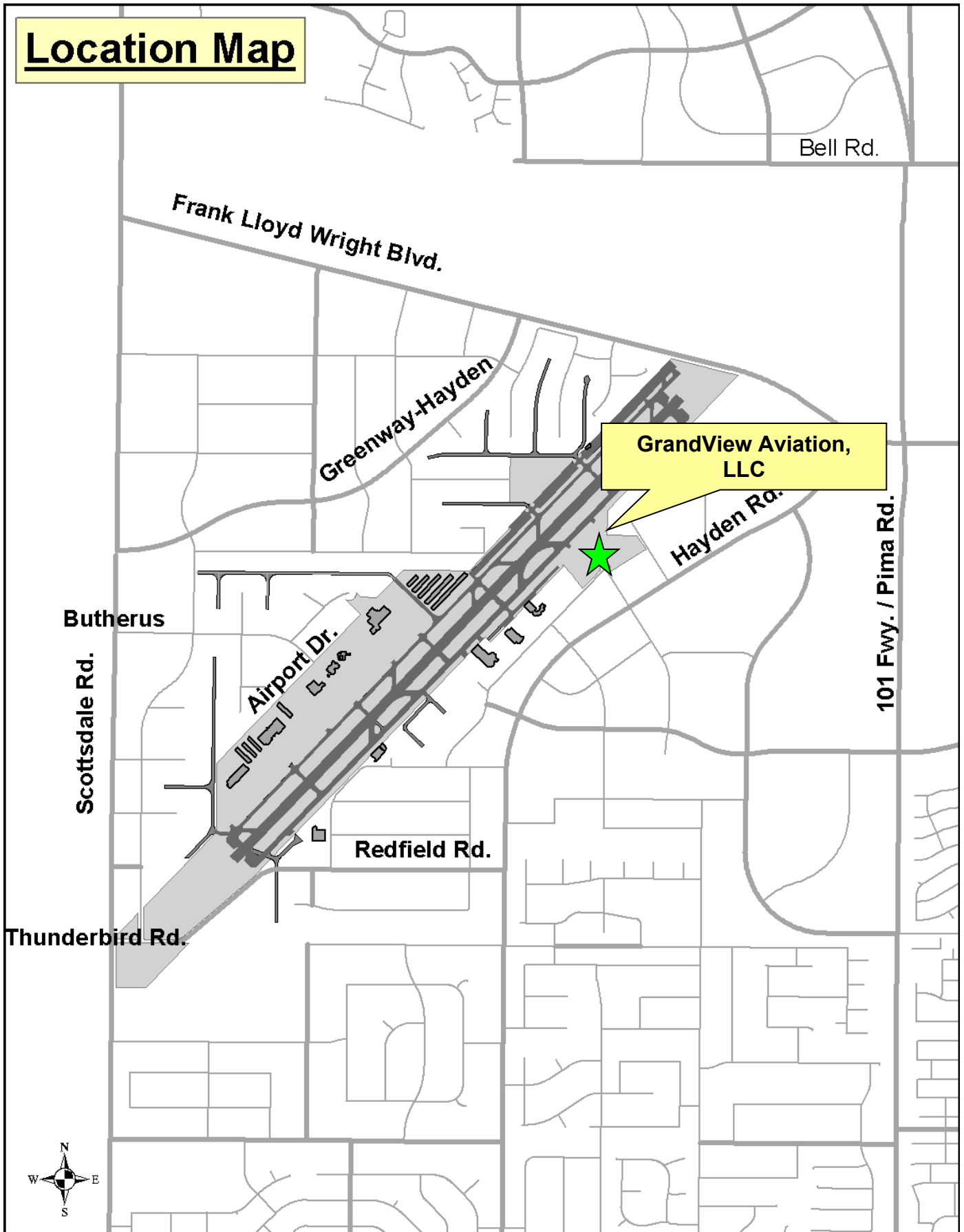
Aviation
Director's
Comments/
Stipulations:

Approved by Aviation
Director or designee:

 11-10-2020

Date Ratified by the Airport Advisory Commission:

Location Map





COMMISSION ACTION REPORT

Discussion and possible action regarding application for Airport Aeronautical Business Permit for Sawyer MX, LLC to conduct Aircraft Maintenance and Repair Services

Agenda Item No.: 5

Meeting Date: 01/20/21

Staff Contact: Carmen Williams,
Aviation Finance & Administration
Manager

Phone: (480) 312-8475

ACTION

Ratification of Airport Aeronautical Business Permit for Sawyer MX, LLC to conduct Aircraft Maintenance and Repair services at the Scottsdale Airport.

PURPOSE

Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted at the Airport requires a valid Airport Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. Sawyer MX, LLC has requested an Airport Aeronautical Business Permit to conduct aircraft maintenance and repair services at the Scottsdale Airport.

APPLICANT(S)

Sawyer MX, LLC
Chad Verdaglio, President
14600 N. Airport Drive, 2nd Floor
Scottsdale, AZ 85260

KEY CONSIDERATIONS

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

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

Action taken:



SCOTTSDALE AIRPORT AERONAUTICAL BUSINESS PERMIT



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

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

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

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

Applicant
(Business Name):

Sawyer MX, LLC

Authorized
Representative, title:

Chad J. Verdaglio

Email Address:

cjv@sawyeraviation.com

Work Phone:

480-922-5221

Cell Phone:

480-529-7500

Fax:

Mailing Address:

14600 North Airport Drive, 2nd Floor

City:

Scottsdale

State:

AZ

Zip Code:

85260

Billing Address:

same as above

City:

State:

Zip Code:

Billing Phone:

Billing Email:

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

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

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

Lease/License Agreement

Certificates of Insurance

FAA Certificates

Sublease Agreement

Business/ Privilege Tax License

For Flight Training Schools:

Noise Abatement Pilot Briefing

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

Applicant Signature:



Date:

12/15/2020

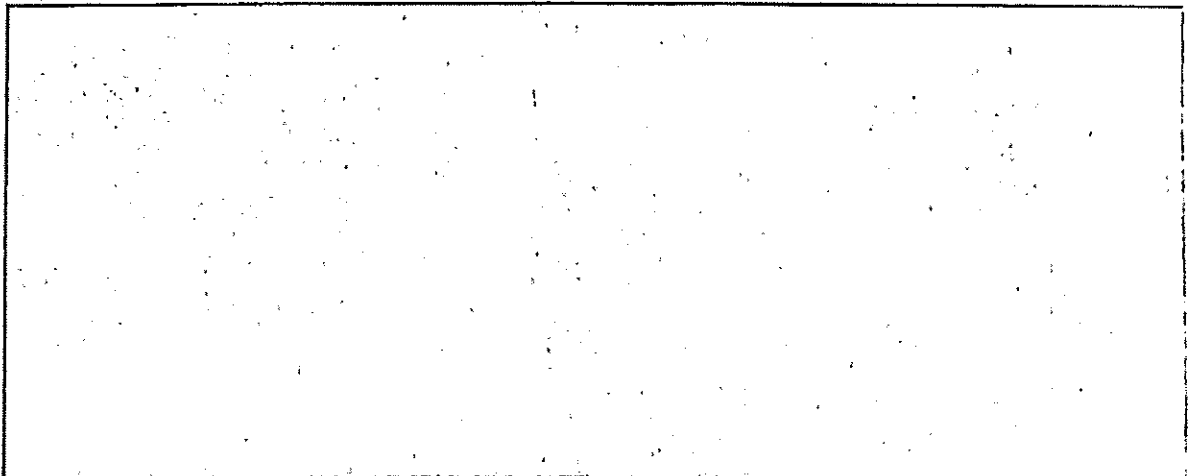
By checking this box, I affirm that the information entered above is accurate and that the name typed above represents my official signature.

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

Staff Use Only

Application, permits and insurance reviewed by:

Aviation
Director's
Comments/
Stipulations:

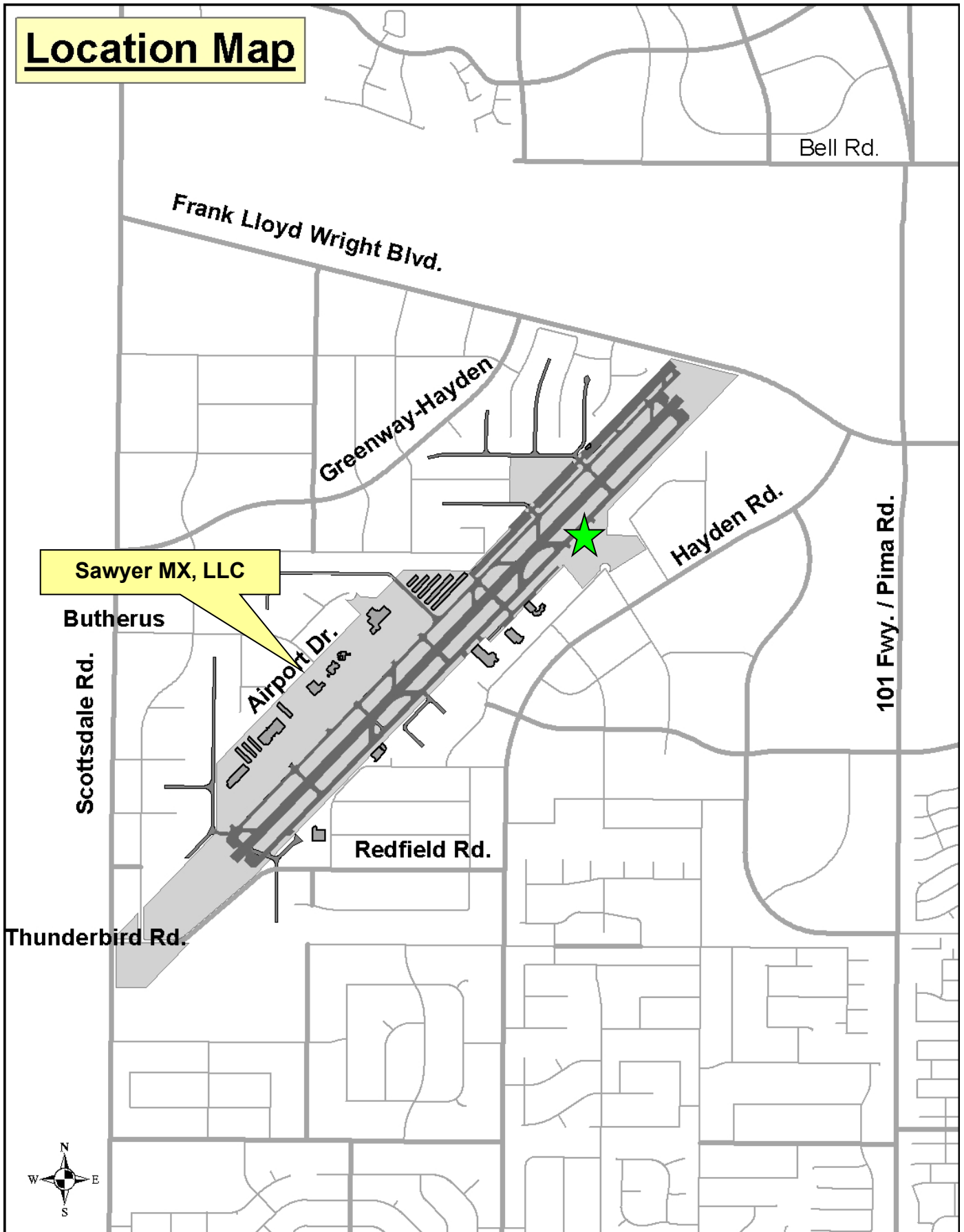


Approved by Aviation
Director or designee:

Carmen Williams 12/23/2020

Date Ratified by the Airport Advisory Commission: pending Jan 2021

Location Map





COMMISSION ACTION REPORT

Discussion and possible action to approve Airport
Advisory Commission Annual Report

Agenda Item No.: 6

Meeting Date: 01/20/21

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 2020.

Action Taken:



2020 Annual Report

Airport Advisory Commission

Prepared by Tiffany Domingo, Staff Coordinator on 12/16/2020

Approved by the Airport Advisory Commission on _____

Web Site Address: www.ScottsdaleAZ.gov/boards/airport-advisory-commission

Number of Meetings Held: 7

Public Comments: 0

Major Topics of Discussion / Action Taken:

- Approval of Aeronautical Business Permits
- Approval to Recommend to the City Council to authorize and approve adjustments to Scottsdale Airport/Airpark Rates and Fees, Airport Minimum Operating Standards and Airpark Rules and Regulations
- Approval to Recommend Adoption of Resolution No. 11689 a first amendment to Contract No. 2018-193-COS-A1 and consenting to the assignment by Contract No. 2020-014-COS of the lease to Jet Aviation of America dba Scottsdale Jet Center Real Estate, LLC
- Approval of the Five-Year Airport Capital Improvement Program for Fiscal Years 20/21 through FY 24/25
- Approval to Recommend Adoption of Resolution No. 11695, authorizing Construction Manager at Risk (CMAR) construction services Contract 2020-018-COS with Sun Eagle Corporation for the Scottsdale Airport North General Aviation Executive Box Hangars
- Approval for Recommendation to the Planning Commission and City Council regarding cases 7-GP-2019 and 19-ZN-2019 for a Non-Major General Plan Amendment and zoning amendments to allow for the development of a mixed-use development containing residential and non-residential uses at 8501 E. Raintree Drive
- Approval to Recommend Adoption of Resolution No. 11836 authorizing Contract No. 20PB032 with Combs Construction, Inc for Scottsdale Airport Delta Apron Rehabilitation Phase 2 and improvements
- Approval to Adopt Resolution 11837 authorizing CMAR Contract 2020-104-COS with J. Banicki Construction, Inc for preconstruction services for the Scottsdale Airport Runway Rehabilitation Project
- Approval to Adopt Ordinance No. 4452 to amend the Airport Primary Guiding Documents
- Approval for Recommendation to the Planning Commission and City Council regarding cases 4-GP-2019 and 14-ZN-2019 to allow for development of a mixed- use development containing mixed use residential, employment and aviation land use at 7440 and 7410 E. Sutton Dr., 7301, 7401, 7501, 7509 and 7511 E. Redfield Rd., and 13405 N. Scottsdale Rd
- Approval to Recommend to City Council Adoption of Resolution No. 11944 authorizing contract 2020-171-COS, GMP #2 with Sun Eagle Corporation to conduct construction phase services as Construction Manager at Risk (CMAR) for the North General Aviation Box Hangar Project at Scottsdale Airport

Current Member Attendance:

Member Name, Title	Present	Absent	Service Dates
Larry Bernosky, Chair	7	0	From January to December
John Berry, Vice-Chair	7	0	From January to December
Brad Berry, Commissioner	5	0	From January to September*
John Celigoy, Commissioner	5	0	From January to September*

Liz Kaplan, Commissioner	4	3	From January to December
Cory Little, Commissioner	7	0	From January to December
Kevin Maxwell, Commissioner	2	0	From January to February*
Charles McDermott, Commissioner	5	0	From May to December
Peter Mier, Commissioner	2	0	From October to December
Rick Milburn, Commissioner	2	0	From October to December

*Brad Berry's term ended replaced by Peter Mier, John Celigoy's term ended replaced by Rick Milburn. Kevin Maxwell resigned, replaced by Charles McDermott.

Subcommittees: None

Ethics Training: Yes/January 2020

Selected Officers: Yes/January 2020

Reviewed Bylaws/City Code: Yes/January 2020

Anticipated Key Issues: None at this time.

Future Significant Work Products: Contract award for Runway Rehabilitation Project.

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:



COMMISSION ACTION REPORT

Discussion and Possible Action to Recommend Adoption of Resolution No. 12038, Authorizing a Lease Agreement with Pantheon Global Realty, LLC for the lease of North General Aviation Executive Box Hangar Space at the Scottsdale Airport

Agenda Item No.: 7

Meeting Date: 01/20/21

Staff Contact: Carmen Williams,
Aviation Finance & Administration
Manager

Phone: (480) 312-8475

ACTION

Discussion and possible action to recommend adoption of Resolution No. 12038, authorizing a lease agreement with Pantheon Global Realty, LLC (2021-009-COS) and for the lease of general aviation box hangar space at the Scottsdale Airport.

PURPOSE

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

KEY CONSIDERATIONS

- The General Aviation Box Hangars are located on the Kilo Ramp at the north end of the Airport property. Building A (Phase I) and Building B (Phase II) each consist of seven contiguous executive box hangars, each dimensioned at 62 feet wide by 47 feet deep.
- Construction of Phase I is completed. Construction of Phase II units are underway with an anticipated construction time of ten months.
- Pantheon Global Realty, LLC is executing a new lease agreement for unit A-5; this lease agreement will replace lease agreement 2019-045-COS that has recently been terminated per the request of the previous Lessee.
- The base rent for all fourteen (14) box hangar leases will generate approximately \$459,600 in annual revenues to the Airport Enterprise Fund.
- Aviation Enterprise Funds under CIP Project Center AF01 (Design/Construct North General Aviation Box Hangars) will cover the costs of the development.

Attachments: 1. Resolution No. 12038
2. Summary of Box Hangar Leases
3. Location Map of General Aviation Box Hangars
4. Contract No. 2021-009-COS

Action taken:

RESOLUTION NO. 12038

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING LEASE AGREEMENT 2021-009-COS WITH PANTHEON GLOBAL REALTY, 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 is constructing the North General Aviation Box Hangars; and

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

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

Section 1: The Mayor is authorized and directed to execute on behalf of the City of Scottsdale, lease agreement 2021-009-COS with PANTHEON GLOBAL REALTY, LLC, a Delaware 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 _____, 2021.

CITY OF SCOTTSDALE, an Arizona
municipal Corporation

David D. Ortega, Mayor

ATTEST:

By: _____
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

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

General Aviation - Box Hangar Leases

Updated: 12/2/20

	Name	Company	Contract No.	Hangar Size	Unit Assigned	Lease Term	Mo. Rate	Notes
1	James Van Horn	Van Horn Aviation, LLC	2019-043-COS	62' x 47'	A-1	60 month	\$ 2,600.00	mezzanine floor
2	Rick Wielebski	Ross Aviation	2019-042-COS	62' x 47'	A-2	24 month	\$ 2,600.00	mezzanine floor
3	Rick Wielebski	Ross Aviation	2019-042-COS	62' x 47'	A-3	24 month	\$ 2,600.00	mezzanine floor
4	Rick Wielebski	Ross Aviation	2019-042-COS	62' x 47'	A-4	24 month	\$ 2,600.00	mezzanine floor; adding unit for amendment/Res 12002
5	Brandon Maldonado	Pantheon Global Realty	2021-009-COS	62' x 47'	A-5	36 month	\$ 2,900.00	Pending
6	Sean Armstrong	Individual	2020-170-COS	62' x 47'	A-6	36 month	\$ 2,500.00	no mezzanine floor
7	Bob Brown	Brown Community Management	2019-053-COS	62' x 47'	A-7	24 month	\$ 2,200.00	no mezzanine floor; moved from A-5 to A-7/Res 12002

Clayton Wolfe (former A-7) and Stephen Darcy (former A-4) agreements have been terminated

	Name	Company	Contract No.	Hangar Size	Unit Assigned	Lease Term	Mo. Rate	Notes
8	David Best	Jet Aviation of America, Inc.	2020-169-COS	62' x 47'	B-1	72 months	\$ 2,900.00	no mezzanine floor
9	David Best	Jet Aviation of America, Inc.		62' x 47'	B-2	72 months	\$ 2,900.00	no mezzanine floor
10	David Best	Jet Aviation of America, Inc.		62' x 47'	B-3	72 months	\$ 2,900.00	no mezzanine floor
11	David Best	Jet Aviation of America, Inc.		62' x 47'	B-4	72 months	\$ 2,900.00	no mezzanine floor
12	David Best	Jet Aviation of America, Inc.		62' x 47'	B-5	72 months	\$ 2,900.00	no mezzanine floor
13	David Best	Jet Aviation of America, Inc.		62' x 47'	B-6	72 months	\$ 2,900.00	no mezzanine floor
14	David Best	Jet Aviation of America, Inc.		62' x 47'	B-7	72 months	\$ 2,900.00	no mezzanine floor

\$ 38,300.00 monthly revenues
 \$ 459,600.00 annual revenues



Scottsdale Airport

Building A

Building B

A-1

A-2

A-3

A-4

A-5

A-6

A-7

B-1

B-2

B-3

B-4

B-5

B-6

B-7

62' X 47' Box Hangars (7)

Kilo Ramp

62' X 47' Box Hangars (7)

886'

Aircraft Wash Rack/
Restrooms/
Pilot Lounge Facility



Photo: Google Earth 10/5/2016

LEGEND

- Airport Property Line
- Ultimate Box Hangars
- Light Pole
- Fence Line



PROPOSED HANGAR LAYOUT

HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ___ day of _____, 2021, by and between the CITY OF SCOTTSDALE, an Arizona municipal corporation ("Lessor"), and PANTHEON GLOBAL REALTY, LLC, a Delaware limited liability company ("Lessee").

W I T N E S S E I H

A. Lessor is the owner of certain real property at the Scottsdale Airport (the "Airport") on which it is constructing the North General Aviation Box Hangars (the "Box Hangars"). The Box Hangars will be 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-5, 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 36 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 **\$2,900.00**. The Rent is due and payable each month during the term hereof.

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

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

provided, that in no event shall the Rent be adjusted downward from any previous period. If such Cost of Living Index shall no longer be published at the adjustment date, then another similar index published by any federal agency shall be substituted by Lessor in Lessor's reasonable discretion. In the event of a holdover without Lessor's consent, Rent shall be increased by an additional 150% over the amount of Rent otherwise payable.

4.4 Security Deposit. At the time of execution of this Agreement, Lessee shall provide to, and maintain with Lessor at all times during the term of this Agreement, a security deposit guaranteeing the faithful performance of this Agreement in the name of Lessor, in the sum of **\$2,900.00**. 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 do not diminish in any way Lessee's obligations to indemnify.

Lessee's obligations to indemnify and provide insurance are in addition to, and do not limit, any and all other liabilities or obligations of Lessee under or connected with this Agreement. Lessee shall be responsible for any and all damages to its property and equipment related to this Agreement and shall hold harmless and indemnify Lessor regardless of the cause of such damages. In the event Lessee secures other insurance related to the 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: Brandon Maldonado
 Pantheon Global Realty, LLC
 8465 N. Pima Road, Ste. 200
 Scottsdale, AZ 85258

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,



COMMISSION ACTION REPORT

Discussion and Possible Action to Recommend Adoption of Resolution No. 12044, Authorizing Contract No. 2021-015-COS with DMD Real Estate Group, LLC for Aviation Real Estate Brokerage Consulting Services

Agenda Item No.: 8

Meeting Date: 01/20/21

Staff Contact: Carmen Williams,
Aviation Finance & Administration
Manager

Phone: (480) 312-8475

ACTION

Discussion and possible action to recommend adoption of Resolution No. 12044 authorizing Contract No. 2021-015-COS with DMD Real Estate Group, LLC for Aviation Real Estate Brokerage Consulting Services at the Scottsdale Airport.

PURPOSE

To authorize a professional services contract for aviation real estate brokerage consulting services. The scope of the contract is to utilize the services of a real estate brokerage firm for identifying unutilized and underutilized aviation properties and to deploy a methodology for assessing the feasibility of revenue generating uses of City owned property to better serve the community.

The range of services which may be asked may include, but is not limited to Property Analysis, Market Analysis, Leasing Services (City as Lessor), and Consulting Services as needed. In addition, the firm shall advertise, market and solicit prospective tenants to fill vacant property.

KEY CONSIDERATIONS

- Existing Contract 2015-230-COS for Aviation Real Estate Brokerage Consulting Services was awarded in December 2015 with a five-year term length. Aviation staff worked with City Purchasing to utilize the formal solicitation process to issue a new Request for Proposals.
- Request for Proposals #21RP010 was issued on October 15, 2020 with proposals due on November 10, 2020; two proposals were received by City Purchasing.
- The contract term is for five years pending approval by the City Council at the February 2, 2021 meeting.
- DMD Real Estate Group will be paid commissions for leased space only, contingent upon tenant signing a lease. For the first five years of a lease they will be paid a 6% broker commission and for years 6-10 they will be paid a 3% broker commission
- On-call consulting services will be paid at hourly rates submitted by DMD Real Estate Group, LLC in their proposal
- The proposal evaluation committee reviewed both proposals and unanimously supported the recommendation for DMD Real Estate Group, LLC to be awarded the contract

Attachments: 1. Resolution No. 12044
2. Contract No. 2021-015-COS

Action taken:

RESOLUTION NO. 12044

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING THE CITY TO ENTER INTO CONTRACT NO. 2021-015-COS WITH DMD REAL ESTATE GROUP, L.L.C. FOR AVIATION REAL ESTATE BROKERAGE CONSULTING SERVICES.

WHEREAS, the City of Scottsdale desires to contract for as-needed consultant services related to analysis and marketing of and assistance with lease or exchange of City-owned airport real property and other general aviation real estate activities; and

WHEREAS, DMD Real Estate Group L.L.C. was the offeror selected through a competitive proposal process to provide aviation real estate brokerage consulting services.

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 Contract No. 2021-015-COS between the City and DMD Real Estate Group L.L.C. for aviation real estate brokerage consulting services.

PASSED AND ADOPTED by the Council of the City of Scottsdale this ____ day of _____, 2021.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

David D. Ortega, Mayor

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:



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



CITY OF SCOTTSDALE
PROFESSIONAL SERVICES CONTRACT

SOLICITATION NO.

CONTRACT NO. 2021-015-COS

THIS CONTRACT entered into this ____ day of February 2021, by and between the City of Scottsdale, an Arizona municipal corporation, the "City", and DMD Real Estate Group L.L.C., an Arizona limited liability company, the "Consultant".

WITNESSETH

The Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

The City desires to contract for Real Estate Brokerage Consultant Services.

The Consultant is qualified to render the services desired by the City.

FOR AND IN CONSIDERATION of the parties' mutual covenants and conditions, the City and Consultant agree as follows:

1. DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Consultant will act under the authority and approval of the Contract Administrator for the City, named below, to provide the services required by this Contract.

The primary objective of this contract is to engage the private real estate brokerage community by creating and implementing a systematic process for identifying unutilized and underutilized aviation properties and to deploy a methodology for assessing the feasibility of revenue generating uses of City-owned property to better serve the community.

The range of services which may be asked may include, but is not limited to the following services:

- A. Property Analysis: As requested by the Aviation Department the Consultant shall develop and implement a comprehensive and customized methodology for the evaluation of the Property inventory, assess the accuracy of the inventory, identify unutilized and underutilized Property and recommend strategies to utilize each Property to its fullest extent, while maximizing revenue generation.

- B. Market Analysis: Consultant shall perform detailed market analyses to identify all viable re-use options for each Property, including lease options and property exchange alternatives for the Property including but not limited to the following activities: assessment of the highest and best use of the Property, completion of market studies, and recommendations related to the sale, lease, exchange, or re-use of specific real Property.
- C. Leasing Services (City as Lessor): Consultant shall conduct/assist with advertisement, marketing, and lease negotiations of existing and future Property to help maximize and fill under-utilized and vacant space. The Consultant shall bring the Aviation Department prospective tenants to fill vacant space as needed and assist in completing the transactions.
- D. Consulting Services The selected firm shall provide other real estate consulting services on an as needed basis.

1.1 SERVICE DESCRIPTION

The entire Request for Proposal No. 21RP010 identified as Aviation Real Estate Brokerage Consultant Services is incorporated herein by this reference as fully as if written out below. Consultant's proposal submitted in response to Request for Proposal Number 21RP010 and dated October 31, 2020 is incorporated herein by this reference as fully as if written out below.

If any provision incorporated by reference from the Request for Proposal conflicts with any provision of the Consultant's proposal, the provision of the Request for Proposal will control. If any provision of the Consultant's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Consultant for timely completion of the tasks specified in Section 1.0 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Consultant.

2. BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

The time spent for each task must be recorded and submitted to the Contract Administrator. Consultant must maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make these materials available for audit by the City in accordance with Section 4.7 of this Contract.

2.2 FEE SCHEDULE

The City will pay the Consultant for leased space only, contingent upon tenant signing a lease. The fee schedule reflected below is a firm fixed price for the full contract term of five (5) years.

- A. The percent % paid will be based on the net revenue generated.
- B. Month to Month Lease(s) – the commission is the greater of fifty percent (50%) of the first month’s rent or \$500.

CITY PAYABLE COMMISSIONS*

Years 1 through 5	Broker Commission Rate: <u>6%</u>
Years 6 through 10	Broker Commission Rate: <u>3%</u>

**Options, extensions, renewals and holdovers are not eligible for commission.*

CONSULTING SERVICES

Consultant 's hourly rates schedule is attached hereto as Exhibit A and incorporated herein by the reference. Hourly rates shall not exceed the approved hourly rate schedule by discipline.

The hourly rates quoted herein shall be all inclusive of all services provided, and include all pertinent additional fees normally associated with the type of service. The rates shall be all inclusive of all other expenses which the Consultant may charge the City. No additional charges beyond the quoted unit priced (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

Consultant may submit work in progress billings for services rendered together with applicable documentation as directed by the Contract Administrator.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator before payment.

2.3.1 PAYMENT TERMS

The City of Scottsdale’s payment terms are payment within thirty (30) days after approval by Contract Administrator. In no event will payment be made prior to receipt of an original invoice containing invoice and proper reference numbers. The City is not liable for delays in payment caused by failure of the vendor or Consultant to send invoice to the address specified below:

City of Scottsdale
Accounts Payable
7447 E. Indian School Road, Ste 210
Scottsdale, Arizona 85251-4468

2.4 PRICE ADJUSTMENT

This is a fixed fee contract. Price adjustments are not allowable during the term of this contract.

3. TERM, EXTENSION, TERMINATION, FUNDING

3.1 TERM AND EXTENSION

The term of this Contract is for one (1) year period from the effective date of the contract award.

This Contract must be approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor and attested by the City Clerk.

The City and Consultant may mutually agree to extend this Contract for four (4) additional one (1) year periods upon the recommendation of the Contract Administrator and the concurrence of the Purchasing Director without returning to Council.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part of this contract for its sole convenience with 30 days' written notice. In the event of any termination, Consultant must immediately stop all work, and must immediately cause any of its suppliers and Subconsultants to cease all work. As compensation in full for services performed to the date of any termination, the Consultant will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation will be based upon this determination. The City will make this final payment within 60 days after the Consultant has delivered the last of the partially completed items. Consultant will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Consultant's suppliers or Subconsultants, which Consultant could reasonably have avoided.

Cancellation for Cause: City may also cancel this Contract or any part of this Contract with seven (7) days' notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as judged by the Contract Administrator or failure to provide City, upon request, with adequate assurances of future performance will all be causes allowing City to cancel this Contract for cause. In the event of cancellation for cause, City will not be liable to Consultant for any amount, and Consultant will be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Consultant.

If the City cancels this Contract or any part of the Contract services, the City will notify the Consultant in writing, and upon receiving notice, the Consultant must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Consultant must deliver to the City all drawings, special provisions, reports, and other documents, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be at the City's sole responsibility.

The Consultant must appraise the work it has completed and submit its appraisal to the City for evaluation. At that time, the Consultant will be entitled to be paid for Work performed and accepted by the City before the default.

If the Consultant fails to fulfill in a timely and proper manner its obligations, or if the Consultant violates any of the terms of this Contract, the City may withhold any payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause, the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges under this contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Consultant at least 30 days prior to the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of this period.

4. GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract is governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification, or variation from the terms of this Contract must be in writing and will be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract extends to and is binding upon Consultant, its successors and assigns, including any individual, company, partnership or other entity with or into which Consultant merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Consultant sells its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City will be the Aviation Finance and Administration Manager or designee. The Contract Administrator will oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the Contract requirements. The Consultant must channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

The City may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this Contract must be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees in accordance with the execution of the Contract. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Consultant's records and personnel in accordance with the provisions of this section throughout the term of this Contract and for a period of three (3) years after last or final payment.

Consultant must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written Contract Agreement between Consultant and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this section, discloses overcharges, of any nature, by the Consultant to the City in excess of 1% of the total Contract billings, the actual cost of the City's audit must be reimbursed to the City by the Consultant. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Consultant's invoices and/or records must be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of City's findings to Consultant.

4.8 ATTORNEY'S FEES

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees, reasonable costs and expenses as determined by the court. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action.

4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

4.10 CONFLICT OF INTEREST

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to cancel this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a Consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

4.11 NOTICES

All notices or demands required to be given in accordance with the terms of this Contract must be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this section.

In the case of Consultant:

DMD Real Estate Group
Douglas M. Davies, Partner
4890 S. Alma School Road, Suite A2-429
Chandler, AZ 85248
602.432.9900
douglas@theDMDgroup.com

In the case of City:

City of Scottsdale Aviation Department
Carmen Williams, Contract Administrator
15000 N. Airport Drive, Suite 100
Scottsdale, AZ 85260
480.312.8475
CAWilliams@Scottsdaleaz.gov

If hand delivered, Notices are deemed received on the date delivered. If delivered by certified or registered mail, Notices are deemed received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

4.12 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.13 TAXES

The fee listed in this Contract includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type.

4.14 ADVERTISING

No advertising or publicity concerning the City using the Consultant services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

4.15 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract will be considered to possess the full force and effect of the original.

4.16 SUBCONTRACTORS

During the performance of the Contract, the Consultant may engage any additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors requires that the Consultant first obtain the approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

The Consultant will pay its Subcontractors within seven (7) calendar days of receipt of each progress payment from the City. The Consultant will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work.

The Consultant will pay Subcontractors the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to the Consultant. No Contract between the Consultant and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If the Consultant fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions and the Consultant agrees that the City may take these actions:

- A. To hold the Consultant in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the City from the Consultant for a period not to exceed 1 year from the completion date of this project; or
- D. Terminate this Contract.

4.17 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If any changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment will be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Consultant for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.18 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Consultant.

4.19 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Consultant accepts the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the Consultant accepts the applicability to it of A.R.S. §34-301 and 34-302. The Consultant shall include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the Consultant warrants to the City that the Consultant and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Consultant and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Consultant or any of its subcontractors will be considered a material breach of this Contract and may subject the Consultant or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Consultant or any subcontractor who works on this Contract to ensure that the Consultant or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Consultant and any of its subcontractors to ensure compliance with this warranty. The Consultant agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Consultant or any of its subcontractors in material breach of this Contract if the Consultant and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Consultant will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Consultant's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

Compliance with Americans with Disabilities Act

Consultant acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns will constitute a material breach of this Contract.

4.20 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Consultant warrants to the City that the Consultant and all its Subcontractors will comply with all Federal Immigration Laws and

regulations that relate to their employees and that the Consultant and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Consultant or any of its Subcontractors will be considered a material breach of this Contract and may subject the Consultant or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Consultant will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. The Consultant's failure to assure compliance by all its' Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Consultant or any Subcontractor who works on this Contract to ensure that the Consultant or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Consultant and any of its' Subcontractors to ensure compliance with this warranty. The Consultant agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

4.21 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a Contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that verifies that they are lawfully present in the United States.

A PERSON is defined as all-NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)*

By submitting your quote, bid, proposal and/or indicating your desire to enter in a Contract with the City, you are agreeing that if you are selected as the awardee and meet the criteria of a PERSON, you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation to verify of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion before to issuing any Contract.

If you have previously done business with the City and have already filed the above Affidavit with copies of an acceptable documentation please indicate when you filed the Affidavit. If your approved Affidavit is already on file with the City, you have complied with this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non-responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the

Purchasing Department at (480) 312-5700 or the Purchasing web site at <http://www.scottsdaleaz.gov/Purchasing> on the lower right side of the page under Forms.

4.22 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

4.23 INDEMNIFICATION

To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any act or omission, negligence, recklessness, or intentional wrongful conduct by Consultant in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.24 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to notes, records, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Consultant.

When the work detail covers only the preparation of preliminary reports or documents, there will be no limitations upon the City concerning use of the ideas or recommendations in the reports or documents. The City will release the Consultant from any liability for the preparation and use of preliminary reports or documents.

4.25 COMPLETENESS AND ACCURACY

The Consultant will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the Consultant and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Consultant. Additional construction added to the project will not be the responsibility of the Consultant unless the need for additional construction was created by any error, omission, or negligent act of the Consultant. The City's acceptance of the Consultant's work will not relieve the Consultant of any of its responsibilities.

4.26 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of the Consulting Services to be performed is stated in this Contract. Any services requested outside the scope of work are additional services. The Consultant will not perform these additional services without a written Change Order approved by the City. If the Consultant performs additional services without a Change Order, the Consultant will not receive any additional compensation.

4.27 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Bidder will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

4.28 EVALUATION OF CONSULTANT'S PERFORMANCE

The Consultant will be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of Plans (linework, lettering, etc.)
- Working Relationship with City Staff and Others
- Availability
- Communication Skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

4.29 ISRAEL BOYCOTT PROHIBITION

By executing this contract, [Contractor] certifies that it is not currently engaged in and will not for the duration of this contract engage in boycott activity proscribed by A.R.S. § 35-393 et seq.

4.30 THIRD PARTY BENEFICIARY

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the Consultant, and all duties and responsibilities undertaken in accordance with the Contract Documents will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party.

4.31 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service Contract(s) (either singular or in aggregate) results in the Consultant working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the Consultant to the Contract Administrator (CA):

- the Consultant 's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the Consultant 's current worker's compensation experience modifier;

5. **INSURANCE**

A current standard Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number may be subject to rejection and returned or discarded.

5.1 **Insurance Representations and Requirements**

- 5.1.1 General:** Consultant agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant must purchase and maintain, at its own expense, the stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.
- 5.1.2 No Representation of Coverage Adequacy:** By requiring insurance, City of Scottsdale does not represent that coverage and limits will be adequate to protect Consultant. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency will not relieve Consultant from, nor may it be construed or considered a waiver of Consultant's obligation to maintain the required insurance at all times during the performance of this Contract.
- 5.1.3 Coverage Term:** All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.
- 5.1.4 Claims Made:** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

5.1.5 Policy Deductibles and or Self-Insured Retentions: The policy requirements may provide coverage which contain deductibles or self-insured retention amounts. These deductibles or self-insured retention must not be applicable with respect to the policy limits provided to City of Scottsdale. Consultant is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Consultant to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.1.6 Use of Subcontractors: If any work under this Contract is subcontracted in any way, Consultant must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Consultant. Consultant is responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.1.7 Evidence of Insurance and Required Endorsements: Before starting any work or services under this Contract, Consultant must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions endorsed to the Consultant's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Consultant 's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this Contract.
4. If the Consultant receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Consultant 's responsibility to provide prompt notice of same to the City; unless such coverage is immediately replaced with similar policies.

5.2 Required Coverage

5.2.1 Commercial General Liability: Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a

\$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

5.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims.

5.2.3 Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of this Contract, the Consultant must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this Contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

5.2.4 Workers Compensation Insurance: Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Consultant's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Consultant is a sole proprietor or a single member limited liability company with no employees and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.

6. SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

6.2 AUTHORITY

Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Upon request, the Consultant shall provide the required I.R.S. W-9 Form which is available from the IRS website at www.IRS.gov under their forms section.

8. DONATIONS

No donations allowed. To avoid the appearance of impropriety, Consultant shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.

The City of Scottsdale by its Mayor and City Clerk has subscribed their names this ____ day of _____, 2021.

CITY OF SCOTTSDALE, an Arizona municipal corporation

By: _____
David D. Ortega, Mayor

ATTEST:

By: _____
Carolyn Jagger, City Clerk

CONSULTANT:

DMD Real Estate Group L.L.C., an Arizona limited liability company
4890 S. Alma School Road, Suite A2-429
Chandler, AZ 85248
602.432.9900

By: _____
Douglas M. Davies, Partner

CITY OF SCOTTSDALE REVIEW:

By: _____
Robert Schoepe, CPM
Purchasing Director

CITY CONTRACT ADMINSTRATOR:

By: _____
George Woods
Risk Management Director

By: _____
Carmen Williams,
Aviation Finance and Administration Manager

APPROVED AS TO FORM:

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

SAMPLE - Use Most Current Form from Acord

INSURED

THIS MUST MATCH EXACTLY TO THE CONSULTANT NAME AND INFORMATION AS LISTED IN THE CONTRACT OR SCOPE OF WORK.

CONTACT NAME:

PHONE (A/C. No. Ext): _____ Fax (A/C. No): _____

E-MAIL ADDRESS: _____

PRODUCER CUSTOMER ID#: _____

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MEDICAL EXP (Any One Person) \$ PERSONAL & ADV INSURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS Umbrella Liab <input type="checkbox"/> OCC Excess Liab <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per Accident) \$ EACH OCCURENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS BELOW.	N/A	<input type="checkbox"/>				WC STATU-TORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE . POLICY LIMIT \$ EL DISEASE . EA EMPLOYEE \$
		<input type="checkbox"/>	<input type="checkbox"/>				

Description of Operations/Locations/Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. Insert Contract # or Purchase Order #

CERTIFICATE HOLDER City of Scottsdale Attn: (City of Scottsdale Buyer or Bid & Contract Staff Name) 9191 E. San Salvador Drive Scottsdale, AZ 85258 ACORD 25(2009/09)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

EXHIBIT A

DMD Real Estate

HOURLY RATE SCHEDULE

City of Scottsdale

Principal-In-Charge	\$ <u>300</u> hr
Senior Partner	\$ <u>300</u> hr
Managing Partner	\$ <u>250</u> hr
Administrative Assistant/Clerical	\$ <u>100</u> hr



COMMISSION ACTION REPORT

Adopt Resolution No. 12045 Authorizing Contract Amendment No. 2018-055-COS-A1 with Mead & Hunt, Inc. to Increase the annual contract expenditure limit.

Agenda Item No.: 9

Meeting Date: 1/20/21

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

Phone: (480) 312-2674

ACTION

Airport Advisory Commission considers recommending to City Council, Adoption of Resolution No. 12045 and Authorization of Contract Amendment No. 2018-055-COS-A1 with Mead & Hunt, Inc. to increase the annual contract expenditure limit from \$1,000,000 to \$1,500,000.

PURPOSE

This contract provides for professional airport design and construction administration services at Scottsdale Airport for various capital improvement projects.

KEY CONSIDERATIONS

- The original contract was approved by the Airport Commission and City Council in May and June 2018, respectively.
- The contract currently restricts Mead & Hunt, Inc. from billing the City more than \$1,000,000 per fiscal year unless it is taken to City Council for further review and approval.
- The Aviation Department has authorized approximately \$920,000 of work with Mead & Hunt, Inc. so far this fiscal year.
- Two additional large projects, the north general aviation box hangar phase II and the runway rehabilitation project, will require us to request the additional expenditure authority from City Council.
- Reasonableness of cost reviews are conducted on most of the individual Authorization of Services for each project granted to Mead & Hunt, Inc.

Attachment(s): 1. Draft Resolution No. 12045
2. Draft Contract Amendment No. 2018-055-COS-A1

Action Taken:

RESOLUTION NO. 12045

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY OF SCOTTSDALE TO CHANGE THE ANNUAL CONTRACT EXPENDITURE LIMIT FROM \$1,000,000 TO \$1,500,000 THROUGH CONTRACT AMENDMENT 2018-090-COS-A1 WITH MEAD & HUNT, INC. FOR ON-CALL AVIATION ENGINEERING SERVICES.

Whereas, on June 12, 2018, the City Council approved engineering services Contract 2018-055-COS with Mead & Hunt, Inc.; and

Whereas, Contract 2018-055-COS aviation engineering contract provided for a maximum amount of \$1,000,000; and

Whereas, the City desires to increase the annual contract limit for On-Call Aviation Engineering Services in order to meet the anticipated needs of the City during the contract term, which may include design, construction documents and construction administration for Aviation engineering at the City's airport as needed; and

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

Section 1. The City Council hereby authorizes and directs the Mayor to execute Contract Amendment No. 2018-055-COS-A1 with Mead & Hunt, Inc. to increase the annual contract expenditure limit to \$1,500,000 for On-Call Aviation Engineering services for projects at the City's airport as needed.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 2nd day of February, 2021.

ATTEST:

By: _____
Carolyn Jagger, City Clerk

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By: _____
David D. Ortega, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

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

**CITY OF SCOTTSDALE
AMENDMENT TO ON-CALL ENGINEERING SERVICES**

THIS CONTRACT AMENDMENT made and entered into this 2nd day of February 2021, between the City of Scottsdale, an Arizona municipal corporation, (“the City”) and Mead & Hunt, Inc., a Wisconsin corporation, (“the Engineer”), amending the Contract dated June 12, 2018, between the City and the Engineer.

RECITALS:

The Mayor of the City of Scottsdale is authorized and empowered by provisions of the City Charter to execute Contracts and Contract Amendments; and

The City desires to increase the annual contract expenditure limit to \$1,500,000 for On-Call Aviation Engineering Services Contract No. 2018-055-COS, in accordance with the terms of the original contract; and

The City and the Engineer mutually agree to amend the Contract.

IN CONSIDERATION of the mutual promises and obligations of the Contract, the parties agree as follows:

2.0 FEES AND PAYMENTS:

2.1 Article 2.1, COMPENSATION, is AMENDED to read as follows:

All compensation for services rendered by the Consultant and/or its Subcontractors shall be based upon criteria established below which relate to the type of services provided and must be billed through the primary Consultant. **The Consultant will not bill the City and the City will not pay the Consultant any more than a total of \$1,500,000 per fiscal year for all project work authorized and performed under this contract in any single fiscal year without first returning to the City Council for further approval.**

OTHER CONTRACT PROVISIONS:

All provisions of the original Contract not modified above shall remain in full force and effect as previously stated.

THE CITY OF SCOTTSDALE, by its Mayor and City Clerk have subscribed their names this 2nd day of February 2021.

AUTHORIZATION

ENGINEER:

Mead & Hunt, INC., a Wisconsin corporation

CITY OF SCOTTSDALE,
an Arizona municipal corporation

By: _____

By: _____

Name: _____

David D. Ortega, Mayor

Its: _____

ATTEST:

RECOMMENDED:

By: _____

Carolyn Jagger, City Clerk

By: _____

Chris Read, City Contract Administrator

CITY OF SCOTTSDALE REVIEW:

By: _____

Gary P. Mascaro, Aviation Director

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Sherry R. Scott, City Attorney

By: Eric C. Anderson, Senior Assistant City Attorney



COMMISSION INFORMATION REPORT

Discussion and input regarding the Monthly Airport Construction Report for January 2021

Agenda Item No.: 10

Meeting Date: 1/20/21

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

Phone: (480) 312-2674

INFORMATION

Airport Construction Update for January 2021

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.

PROJECT(S) CURRENTLY UNDERWAY

**North GA Box Hangar Project Phase 1 - (\$4,257,944.00)
January to December 2020**

<u>% Complete</u>	<u>Completed Work - December</u>	<u>Anticipated Work - December</u>	<u>Operational Impacts</u>
100%	Substantial Completion	Punch List Items	Small section of Kilo ramp closed



**North GA Box Hangar Project Phase 2 - (\$3,972,571.00)
 December 2020 to October 2021**

<u>% Complete</u>	<u>Completed Work - December</u>	<u>Anticipated Work - December</u>	<u>Operational Impacts</u>
1%	None	Pavement Demolition, underground utilities, building footers	Small section of Kilo ramp closed



FUTURE PROJECTS

Runway Rehabilitation Pre-Construction Phase Project

<u>Description</u>	<u>Contractor Pre-Construc. Cost</u>	<u>Status</u>	<u>Start Date</u>	<u>Estimated Completion Date</u>
Design, value engineering, bidding of the Runway Rehabilitation Project.	\$112,539.00	Pre-construction phase underway	August 2020	February 2021

Runway Rehabilitation Construction Phase Project

<u>Description</u>	<u>Approximate Cost</u>	<u>Status</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Design, value engineering, bidding of the Runway Rehabilitation Project.	\$12,000,000.00	Waiting for design phase to be completed	July 2021	August 2021



COMMISSION INFORMATION REPORT

Discussion and input regarding Operations Report for
November/December 2020

Agenda Item No.: 11

Meeting Date: 1/20/2021

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

Phone: (480) 312-2674

INFORMATION

Airport Monthly Operations Update for November/December 2020.

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	27	230	37	173	467
December 2019	30	234	38	176	478

OPERATIONS

	<u>December 2019</u>	<u>December 2020</u>	<u>% Δ</u>	<u>2019 YTD</u>	<u>2020 YTD</u>	<u>% Δ</u>
Total	14,761	15,714	6.5	186,514	195,852	5.0
IFR	4,159	5,059	21.6	49,779	50,675	1.8

ALERTS

<u>Date</u>	<u>Type</u>	<u>Description</u>
11/13/20	2	Cirrus SR-22, rough running engine
12/04/20	2	Citation 680A, faulty gear indication

INCIDENTS

<u>Date</u>	<u>Description</u>
11/04/20	Cessna 170B, runway excursion after landing
11/10/20	Small fuel spill, Gemini ramp
11/22/20	Falcon 20, fuel leak
11/27/20	Cessna 560, fuel leak
11/28/20	Experimental aircraft, flat nose tire after landing
12/02/20	Cessna 172, aircraft wingtip hit building during taxi
12/12/20	Unruly passenger on aircraft, PD was called to remove him
12/18/20	Bombardier CRJ-200, fuel leak
12/20/20	Fuel spill, fueler error, Signature ramp

Commission Information Report

Agenda Item No.: 11

Airport Monthly Operations Update for November/December 2020

ENFORCEMENT ACTIONS

<u>Date</u>	<u>Violation</u>	<u>Enforcement Method Used</u>	<u>Comments</u>
11/04/20	Speeding	Verbal	1 st Violation
11/04/20	Pedestrian entered movement area without authorization from Air Traffic Control	Civil Citation Issued	1 st Violation
11/06/20	Building security plan violation	Verbal	1 st Violation
12/03/20	Failure to wait for vehicle gate to close	Verbal	1 st Violation
12/16/20	Commercial operator using Aviation Business Center without permission	Written Warnings	Several Violations
12/19/20	Vehicle parking violation (3)	N.O.V.	1 st Violation
12/20/20	Over fueling of aircraft caused leak	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>
\$93,900	168	112	U.S. Visit Summary 96 Mexican, 6 Irish, 2 French, 5 Italian, 1 British, 1 South African, 1 Netherlander,

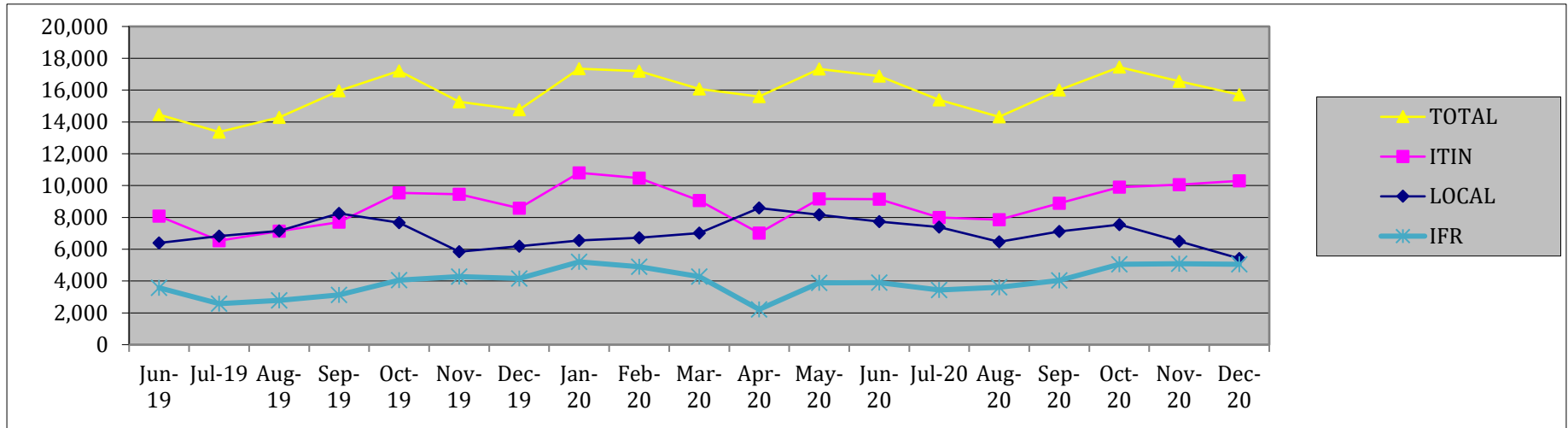
<u>*Revenue (FYTD)</u>		<u>Total Uses Month</u>		<u>Total Uses (FYTD)</u>	
2020/21	\$306,850	DECEMBER 2020	168	2020/21	550
2019/20	\$264,050	DECEMBER 2019	119	2019/20	488

*Revenue = User Fees and Overtime Fees Charged to Users
75,000 lbs. + PPR = 42 (calendar year 2020)

SCOTTSDALE AIRPORT OPERATIONS 2019-2020



	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20
ITIN	8,077	6,535	7,133	7,707	9,548	9,452	8,580	10,804	10,467	9,054	7,005	9,164	9,140	7,996	7,854	8,886	9,897	10,062	10,298
LOCAL	6,388	6,831	7,145	8,255	7,660	5,839	6,181	6,551	6,720	7,017	8,587	8,169	7,740	7,398	6,469	7,114	7,548	6,496	5,416
IFR	3,571	2,579	2,777	3,133	4,064	4,271	4,159	5,206	4,897	4,284	2,215	3,885	3,896	3,429	3,607	4,046	5,057	5,094	5,059
TOTAL	14,465	13,366	14,278	15,962	17,208	15,261	14,761	17,355	17,187	16,071	15,592	17,333	16,880	15,394	14,323	16,000	17,445	16,558	15,714





COMMISSION ACTION REPORT

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

Agenda Item No.: 12

Meeting Date: 01/20/21

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 2021

AIRCRAFT CHARTER, SALES & MANAGEMENT					
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
AMERICAN FLIGHT SUPPORT, LLC	AIRCRAFT CHARTER BROKERAGE	RASC	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	ACC	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
ELITE FLIGHT JETS	AIRCRAFT CHARTER	SFS	CHARLES LAPMARDO	480-305-0911	
FLY DENALI dba ALASKAZONA ADVENTURES	AIRCRAFT CHARTER	RA	ERIC ROVEY	623-203-7580	
GEMINI AIR GROUP	AIRCRAFT CHARTER/MANAGEMENT	GEM	TIMOTHY CARPAY	480-991-5387	480-991-3373
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	
MAINE AVIATION AIRCRAFT CHARTER, LLC dba MAC JET CENTER	AIRCRAFT CHARTER	GEM	ALYSAN CARUSO	207-780-1811	
ROSS AVIATION - CHARTER	AIRCRAFT CHARTER	RASC	RICK WIELEBSKI	480-948-2400	480-948-3874
PACIFIC AIR CENTER	AIRCRAFT SALES	RASC	BRIAN MACKIN	562-513-5222	
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	GEM	WILLIAM SMITH	480-264-6500	
SOUTHERN SKY AVIATION CHARTERS, LLC	AIRCRAFT CHARTER/MANAGEMENT	SFS	BARRY LAMBERT	205-703-9737	
VERNON AVIATION	AIRCRAFT CHARTER	RASC	CHRIS RILEY	505-564-9464	

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	ACC	DOUG COX	480-359-7979	
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	
NO DELAY LLC dba CLIMB 250	AIRCRAFT RENTAL/FLIGHT TRAINING	SFS	NATALIE MITCHELL	480-534-3789	
PLUS 5 SPORT AERO	FLIGHT TRAINING	RANC	BUD DAVIDSON	602-971-3991	602-971-3896
RAINTREE AVIATION DBA LEOPARD AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	RASC	THOMAS NOON	760-419-2252	
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	
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	SFS	VAN NGUYEN	520-409-7860	
DUNCAN AVIONICS	AIRCRAFT MAINTENANCE	SFS	JIM DAVIS	480-922-3575	480-951-9234
GEMINI AIR GROUP	AIRCRAFT MAINTENANCE	GEM	TIMOTHY CARPAY	480-991-5387	480-991-3373
G.G.R. AVIATION	MOBILE AIRCRAFT MAINTENANCE	SFS	GUY MILANOVITS	480-614-1166	
JET EAST AVIATION	AIRCRAFT MAINTENANCE	SFS	SHAWN GEORGE	216-212-8056	
LEARJET/BOMBARDIER INC.	AIRCRAFT MAINTENANCE	SFS	SEBASTIAN MOORE	520-746-5100	
PDR SERVICES	SPECIALIZED AIRCRAFT REPAIR	SFS	PHILIP CHAPMAN	480-202-2908	
PREMIER AIR CENTER dba WEST STAR AVIATION	AIRCRAFT MAINTENANCE	SFS	RODGER RENAUD	618-258-8020	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
GEMINI AIR GROUP	HANGAR LEASING	GEM	TIMOTHY CARPAY	480-991-5387	480-991-3373
ROSS AVIATION SOUTH COMPLEX	HANGAR/OFFICE LEASING	RASC	RICK WIELEBSKI	480-948-2400	480-948-3874

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
BRUNCH CAFÉ	IN-FLIGHT CATERING	MOBILE	KEVIN RASMUS	480-398-7174	
EMILY'S EVENTS LLC	IN-FLIGHT CATERING	MOBILE	EMILY GARNER	480-361-1800	
LIVE RICH PROJECT, LLC dba JETFARE CATERING	IN-FLIGHT CATERING	MOBILE	NORA SNELLING	1-800-353-3327	
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 2021

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
DELTA PRIVATE JETS	AIRCRAFT CHARTER/MANAGEMENT	REX BEVINS	859-534-4314	859-334-6547
FRESH AIRCRAFT SALES, LLC	AIRCRAFT SALES	JOHN CALHOUN	602-717-2336	480-820-2566
EXECUTIVE JET MANAGEMENT	AIRCRAFT MANAGEMENT	CHRISTINE LEBER	513-979-6709	
GEMINI AIR GROUP	AIRCRAFT MANAGEMENT	TIMOTHY CARPAY	480-991-5387	480-991-3373

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	ANDY SHAFER	480-624-9000	480-659-6051
THE COFFMAN COMPANIES	AIRCRAFT MANAGEMENT	JEFF COFFMAN	480-393-0770	480-393-7774

HELICOPTER RENTAL, LEASING & FLIGHT TRAINING				
BUSINESS NAME	ACTIVITY	CONTACT	TELEPHONE	FAX
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
15220 N. 75TH ST., LLC	HANGAR/SHADE LEASING	JOHN CAUVIN	480-435-3163	
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	AUSTIN BATES	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

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s1 "Airpark"

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
JET LINX SCOTTSDALE	HANGAR/SHADE LEASING	JON HULBURD	866-538-5469	888-398-3189
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
MOBILE INN ASSOCIATES	HANGAR/SHADE LEASING	MARTIN DEHAAN	480-483-1985	480-483-1726
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 Monthly
Financial Reports for October 2020

Agenda Item No.: 13

Meeting Date: 01/20/21

Staff Contact: Carmen Williams,
Aviation Finance & Administration Manager

Phone: (480) 312-8475

AVIATION OPERATING BUDGET FISCAL YEAR 2020/21

	FY 2020/21 Adopted Budget	FY 2020/21 Approved Budget	FY 2020/21 Year to Date (through October 2020)			
			Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$5,743,088	\$5,743,088	\$1,477,636	\$1,770,985	\$293,349	20%
Expenses	\$2,547,579	\$2,315,796	\$879,512	\$774,130	-\$105,382	-12%
Net	\$3,195,509	\$3,427,292	\$598,124	\$996,855	\$398,731	

AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 10/31/20	\$3,295,490	\$3,556,406	\$6,851,897
As of 10/31/19	\$9,274,684	-\$480,155	\$8,794,529

MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	October 2019	October 2020	Dollar Variance	% Variance
Revenue	\$429,920	\$496,946	\$67,026	16%
Expenses	\$214,251	\$325,850	\$111,599	52%
Net	\$215,669	\$171,096	-\$44,573	

ACCOUNTS RECEIVABLE AGING REPORT

Aging Report Data as of 11/2/2020

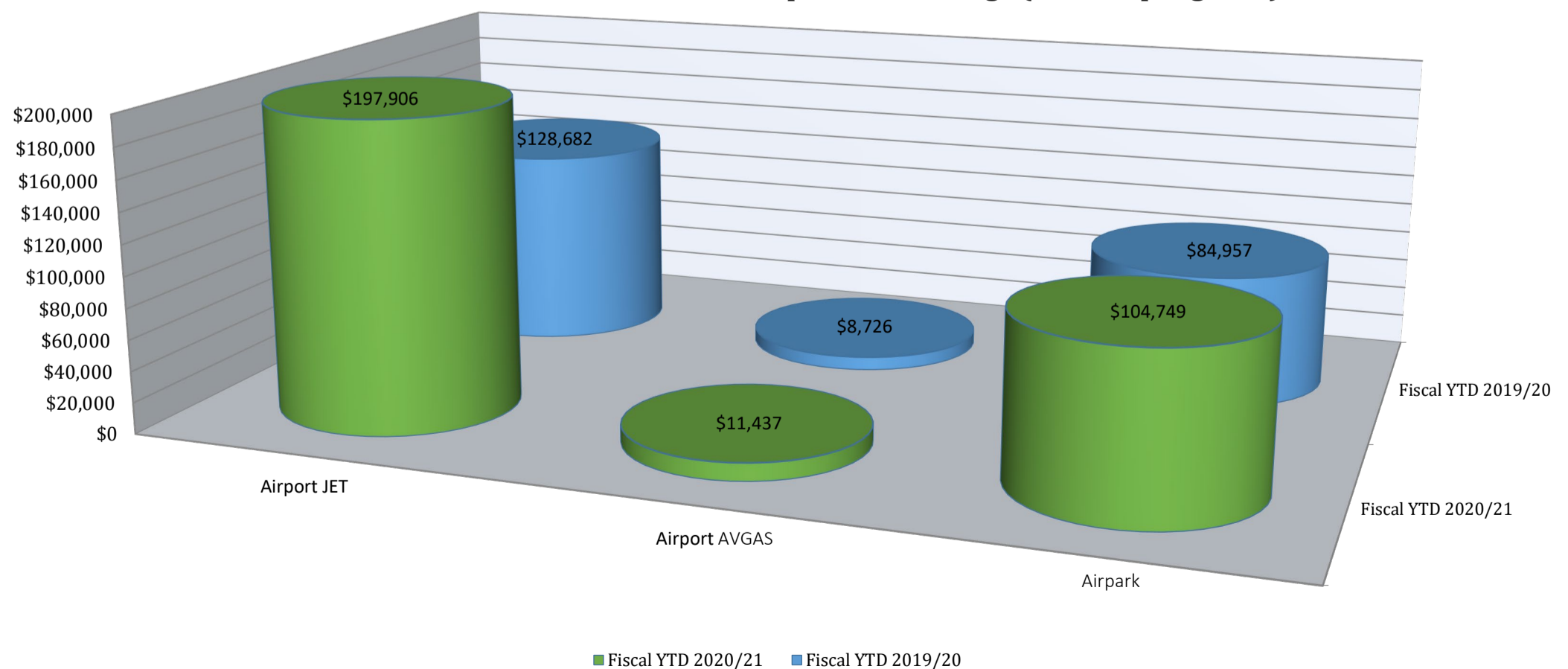
	Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
All Accounts Total	146,120.45	1,948.71	132.98	-24.99	-107.37	-499.57	147,570.21

Fuel Flowage (@ \$0.10 per gallon)

	October 2019			October 2020			% Change From Last Yr	
	Revenue	Gallons	% Total	Revenue	Gallons	% Total		
Airport JET	\$35,741	446,766	57.9%	\$56,193	561,933	62.8%	25.8%	Gal
Airport AVGAS	\$2,223	27,790	3.6%	\$3,108	31,075	3.5%	11.8%	Gal
Airpark	\$23,778	297,227	38.5%	\$30,175	301,748	33.7%	1.5%	Gal
Total	\$61,743	771,783	100.0%	\$89,476	894,756	100.0%	15.9%	Gal

	Fiscal YTD 2019/20			Fiscal YTD 2020/21			% Change From Last Yr	
	Revenue	Gallons	% Total	Revenue	Gallons	% Total		
Airport JET	\$128,682	1,608,531	57.9%	\$197,906	1,979,056	63.0%	23.0%	Gal
Airport AVGAS	\$8,726	109,080	3.9%	\$11,437	114,365	3.6%	4.8%	Gal
Airpark	\$84,957	1,061,958	38.2%	\$104,749	1,047,489	33.3%	-1.4%	Gal
Total	\$222,366	2,779,569	100.0%	\$314,091	3,140,910	100.0%	13.0%	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 2020

Agenda Item No.: 13

Meeting Date: 01/20/21

Staff Contact: Carmen Williams,
Aviation Finance & Administration Manager

Phone: (480) 312-8475

AVIATION OPERATING BUDGET FISCAL YEAR 2020/21

	FY 2020/21 Adopted Budget	FY 2020/21 Approved Budget	FY 2020/21 Year to Date (through November 2020)			
			Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$5,743,088	\$5,743,088	\$1,947,725	\$2,262,828	\$315,103	16%
Expenses	\$2,547,579	\$2,315,796	\$1,103,708	\$906,998	-\$196,710	-18%
Net	\$3,195,509	\$3,427,292	\$844,017	\$1,355,830	\$511,813	

AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 11/30/20	\$3,654,870	\$2,772,841	\$6,427,711
As of 11/30/19	\$9,413,241	-\$392,936	\$9,020,305

MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	November 2019	November 2020	Dollar Variance	% Variance
Revenue	\$462,514	\$491,842	\$29,328	6%
Expenses	\$301,912	\$132,868	-\$169,044	-56%
Net	\$160,602	\$358,974	\$198,372	

ACCOUNTS RECEIVABLE AGING REPORT

Aging Report Data as of 12/7/2020

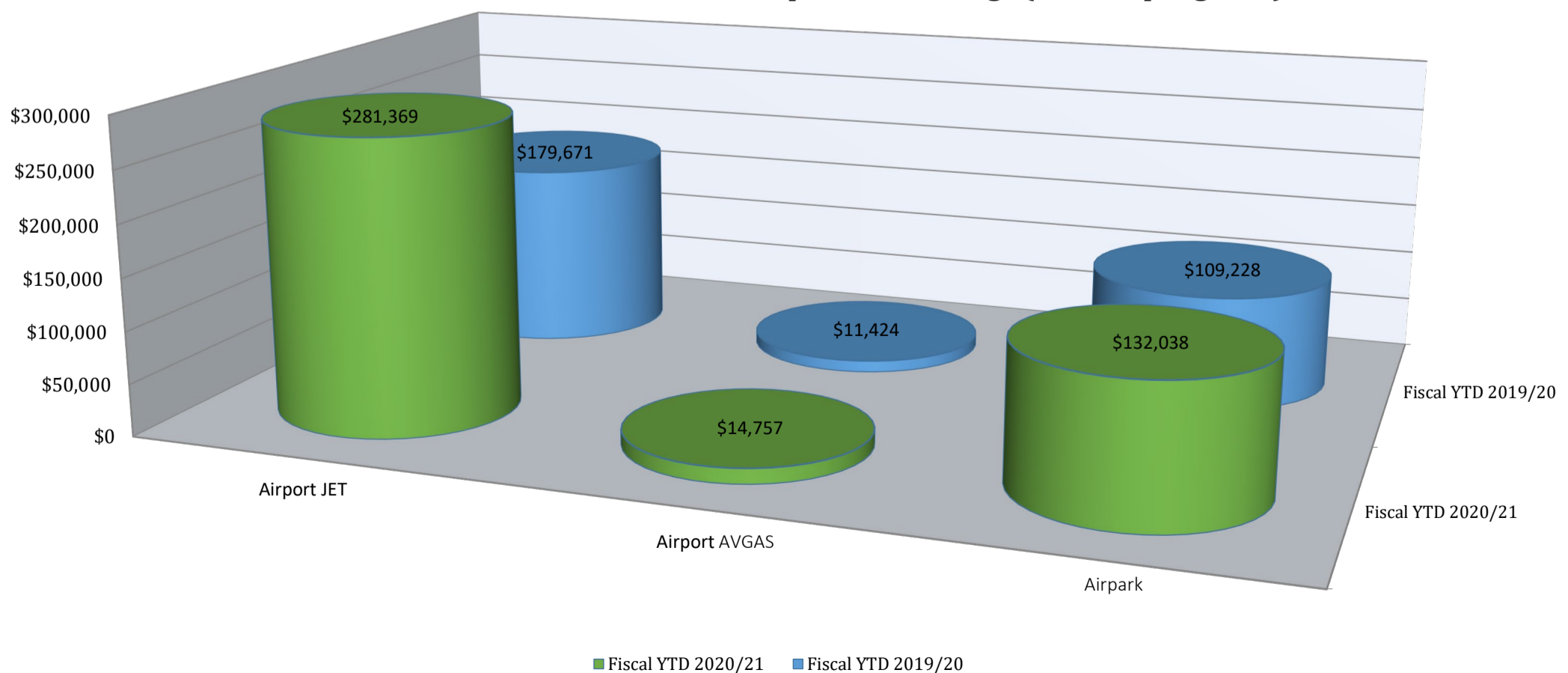
	Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
All Accounts	160,011.65	197.98	52.90	-56.24	0.00	-384.53	159,821.76

Fuel Flowage (@ \$0.10 per gallon)

	November 2019			November 2020			% Change From Last Yr	
	Revenue	Gallons	% Total	Revenue	Gallons	% Total		
Airport JET	\$50,989	637,360	65.4%	\$83,463	834,631	73.2%	31.0%	Gal
Airport AVGAS	\$2,697	33,718	3.5%	\$3,320	33,202	2.9%	-1.5%	Gal
Airpark	\$24,271	303,391	31.1%	\$27,289	272,891	23.9%	-10.1%	Gal
Total	\$77,958	974,470	100.0%	\$114,072	1,140,724	100.0%	17.1%	Gal

	Fiscal YTD 2019/20			Fiscal YTD 2020/21			% Change From Last Yr	
	Revenue	Gallons	% Total	Revenue	Gallons	% Total		
Airport JET	\$179,671	2,245,891	59.8%	\$281,369	2,813,687	65.7%	25.3%	Gal
Airport AVGAS	\$11,424	142,798	3.8%	\$14,757	147,567	3.4%	3.3%	Gal
Airpark	\$109,228	1,365,350	36.4%	\$132,038	1,320,380	30.8%	-3.3%	Gal
Total	\$300,323	3,754,039	100.0%	\$428,163	4,281,634	100.0%	14.1%	Gal

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





COMMISSION INFORMATION REPORT

Discussion and Input Regarding
Public Outreach Programs and Planning Projects

Agenda Item No: 14

Meeting Date: 01/20/21

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	City Council has filed a petition for review of the FAA action related to flight routes.	In progress
Noise Outreach	Reviewed airport noise abatement program with new flight training company, Climb 250.	Completed
Pilot Outreach		
Description	Purpose	Status
Pilot Briefing & Outreach	The next FAA’s quarterly Scottsdale Flight Schools workgroup meeting has not been rescheduled yet.	Completed
Voluntary Curfew Outreach (10:00 p.m. – 6:00 a.m.)	The Voluntary Curfew Program is designed to respond to a complaint received for an operation between 10 p.m. and 6 a.m. If a flight 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 five voluntary curfew letters sent out in November and nine 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 one project within the Airport Influence Area in November and six in December.	Completed

Community Outreach and Marketing		
Description	Purpose	Status
Media, social media, & list serves	Continue to post photos and information on social media, trying to increase presence. Sent list serve on Jet Aviation opening and completion of phase one of Box Hangar project. Continuing to send social media posts. Issued a press release on city construction on airport construction projects, received some coverage in local news outlets and Business Airport International. Fox10 requested info on airport operations and impacts due to pandemic.	Completed
Brochures, flyers, other print materials, webpages & videos	Updating collateral material to include addition of Jet Aviation and other updates to maps.	Completed
Community outreach, presentations and events	Created a public communications and outreach plan for the upcoming Runway Rehabilitation project to inform users and tenants about the upcoming project, timeline, and impacts. Updated Runway Rehabilitation webpage with start date and schedule, will continue to update throughout project.	Completed



COMMISSION INFORMATION REPORT

Discussion and input regarding Quarterly Noise Complaint Summary

Agenda Item No.: 15

Meeting Date: 1/20/21

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 2020.

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: 19	Emails: 1	Total: 20
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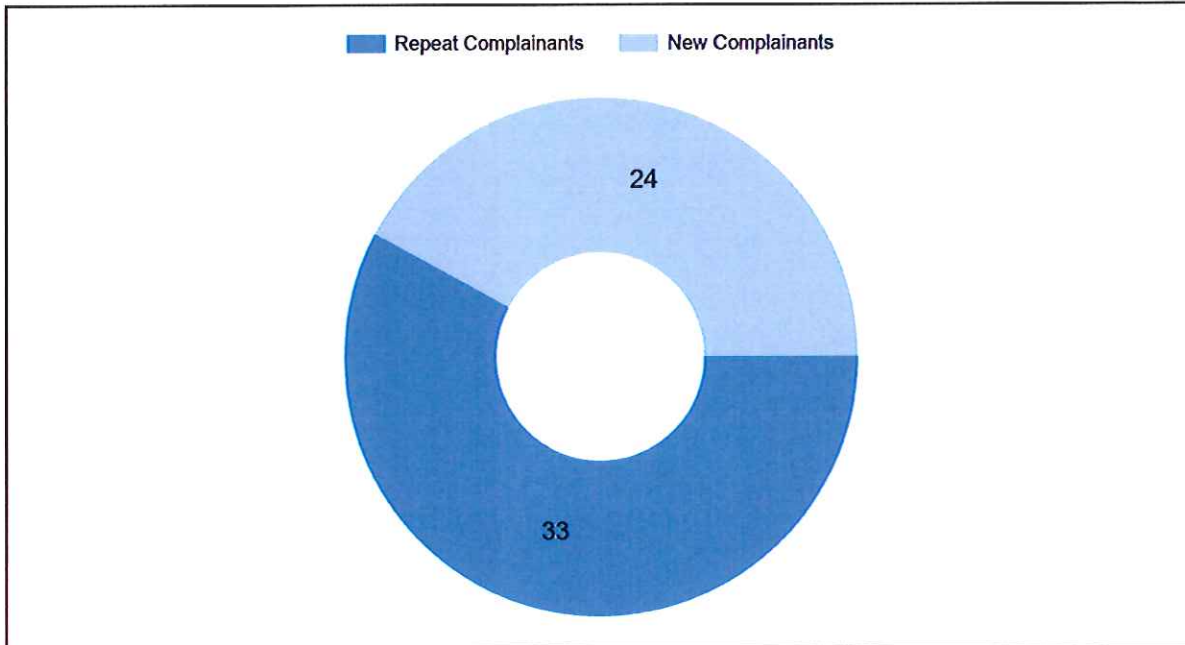
Attachment(s): 1. Noise Complaint Summary for Oct. 1 - Dec. 31, 2020



Quarterly Noise Report

October 1 through December 31, 2020

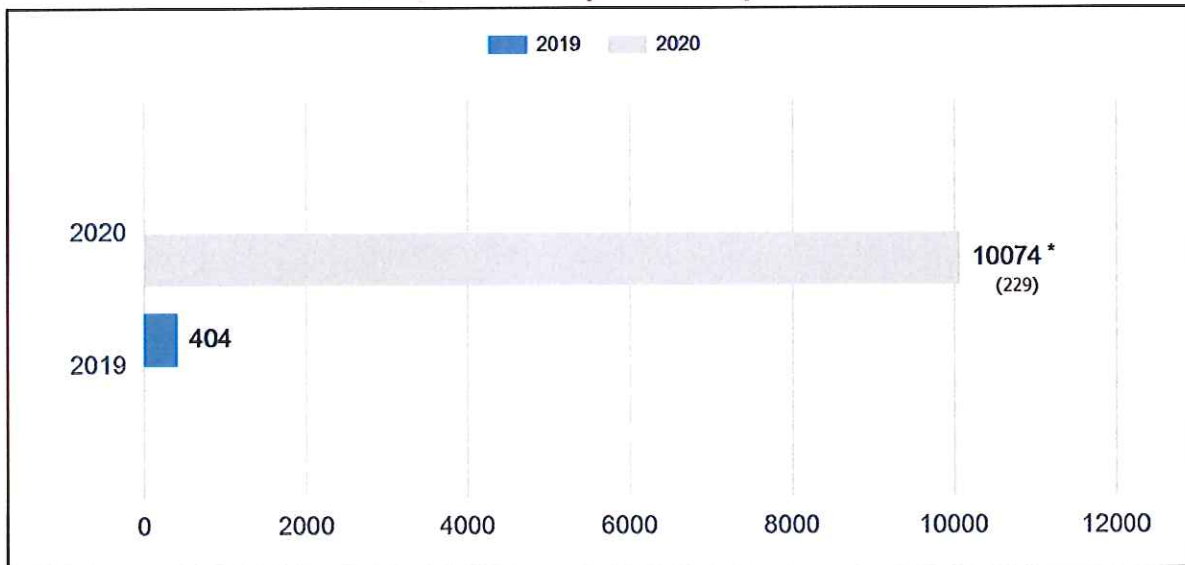
Total Complainant Summary



Year-Quarter	Complainants (Repeat)	Complainants (New)	Total	Percent New
2020 - Qtr 4	33	24	57	42%

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

4th Quarter Complaint Comparison



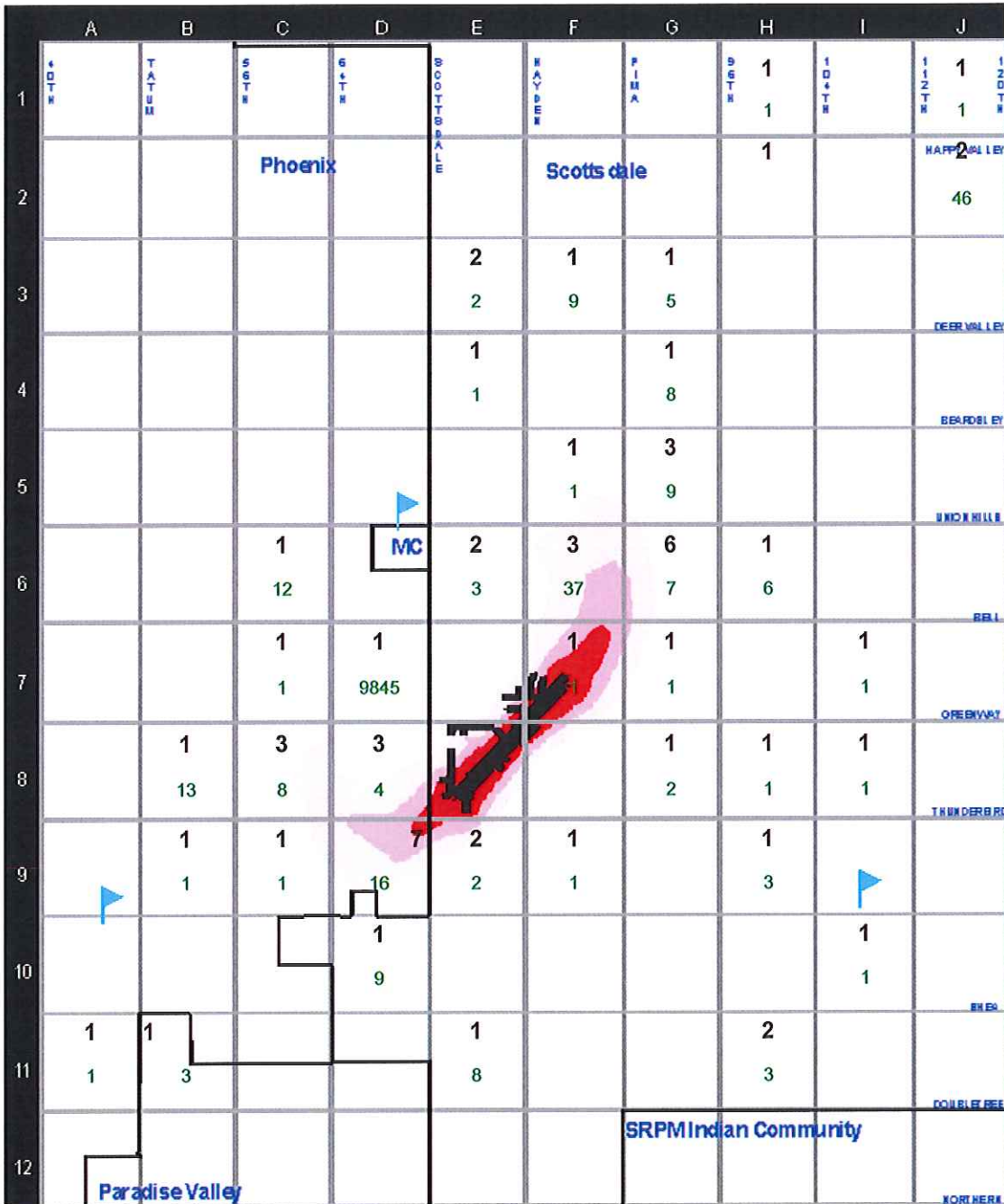
This table shows the total complaints received in the "local" area for this quarter along with a comparison of the same quarter the previous year.
 *One complainant submitted a total of 9,845 complaints this quarter.

Aircraft Noise Complaint Map

Complaints and complainants within the Airport Influence Area

October 1, 2020 through December 31, 2020

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=2/6

LEGEND		55 DNL Contour	Complainants
		60 DNL Contour	
		65 DNL Contour	
		Reporting Point	
		Qty Limits	
Grid Key:			

Monthly Noise Complaint History

Through December 31, 2020

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
1998 Complainants	0	0	0	0	0	0	2	19	32	53	25	13	144
1998 Complaints	0	0	0	0	0	0	4	24	49	71	38	16	202
1999 Complainants	15	17	26	10	18	26	16	16	18	16	30	8	216
1999 Complaints	27	23	33	15	22	33	25	26	23	21	48	14	310
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	32	33	44	37	33	26	22	26	24	55	50	62	444
2018 Complaints	590	551	747	622	388	191	178	209	134	292	227	302	4,431
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	39	56	49	40	42	22	40	21	25	26	37	21	418
2020 Complaints	101	132	192	122	98	330	95*	87*	68*	29*	40*	160*	1,454

*One complainant submitted 1,839 2,223 2,635 3,288 3,127 3,430



COMMISSION INFORMATION REPORT

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

Agenda Item No: 16

Meeting Date: 01/20/21

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
2021**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	CITY COUNCIL DATE	APPROVED
11/18/2020	?	<p>Amendments to Lease Agreements Discussion and Possible Action to Recommend Adoption of Resolution No. 12002, Authorizing First Amendments to Lease Agreements with SDL AZ Holdings, LLC dba Ross Aviation (2019-042-COS-A1) and Brown Community Management, Inc. an Arizona For-Profit Corporation (2019-053-COS), and new Lease Agreement with Pantheon Global Realty (2020-195-COS) for the lease of General Aviation Box Hangar Space at the Scottsdale Airport</p>	12/01/20	Approved on consent
01/20/21	?	<p>Airport Lease Agreement Discussion and Possible Action to Recommend Adoption of Resolution No. 12038, Authorizing Lease Agreement with Pantheon Global Realty for the lease of North General Aviation Executive Box Hangar Space at the Scottsdale Airport. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov</p>	02/02/2021	?
01/20/21	?	<p>Aviation Real Estate Brokerage Consulting Services Contract Discussion and Possible Action to Recommend Adoption of Resolution No. 12044, Authorizing Contract No. 2021-015-COS with DMD Real Estate Group, LLC for Aviation Real Estate Brokerage Consulting Services. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, cawilliams@scottsdaleaz.gov</p>	02/02/2021	?
01/20/21	?	<p>Contract Amendment for On-Call Aviation Department Engineering Service Discussion and Possible Action to Recommend that City Council Adopt Resolution 12045 authorizing On-Call Engineering Services Contract Amendment 2018-055-COS-A1 with Mead & Hunt, Inc. increasing the annual contract expenditure limit from \$1,000,000 to \$1,500,000 for design and construction administration of various Aviation Department projects. Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, cread@scottsaleaz.gov</p>	02/02/2021	?

**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)
 2021**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	PLANNING, DRB, OR CITY COUNCIL AGENDA DATE	APPROVED
?	?	<p>Ina Levine Jewish Community Campus</p> <p>Request by applicant for a zoning district map amendment form a Single-family Residential (R1-35) to Special Campus with Planned Shared District (SC PSD) including a development plan with amended development standards for building setbacks, building setbacks and landscape buffers on a +/- 28-acre site. Includes residential health care facility. 11-ZN-2020</p>	?	?
?	?	<p>Greystar</p> <p>Request by owner for approval of a Zoning District Map Amendment from Single-family Residential (R1-35) to Commercial Office (C-O) zoning on a +/-4.5-acre site located approximately 1,000 feet northwest of the East Raintree Drive and North 90th Street intersection for residential health care facility. 16-ZN-2020</p>	?	?

2021 City Council Meeting Calendar

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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

- Jan: 14 - MLK Dinner
- Feb:
- Mar: 7-10 - NLC Conference
- Apr: xx - State of the City Address
- May: 18 - Tentative Budget Adoption
- June: 8 - Final Budget Adoption
15 - Charter Officer Reviews

- Aug: 31 - AZ League Conference (Arizona Biltmore)
- Sep: 1-3 - AZ League Conference (Arizona Biltmore)
- Oct:
- Nov: 2 - General Election
17-20 - NLC Summit
- Dec: 7-8 - Major General Plan Amendments and Reg Council Mtgs
9 - 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: 17

Meeting Date: 01/20/21

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Review Airport Advisory Commission meeting schedule

Attachment(s):

1. Airport Advisory Commission meeting schedule

Action taken:

AIRPORT ADVISORY COMMISSION SCHEDULE OF MEETINGS - 2021
(Including anticipated topics and timeline for discussion)

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

FEBRUARY						
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- Quarterly Noise Program Update
- Aviation Enterprise Fund Five-Year Financial Plan

MAY						
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- Risk Management Insurance Update

JUNE						
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- Chamber Update

JULY						
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- Quarterly Noise Program Update

AUGUST						
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- Experience Scottsdale Update

OCTOBER						
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- Quarterly Noise Program Update

NOVEMBER						
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- AZ Business Aviation Assn. Update

DECEMBER						
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