

# SCOTTSDALE AIRPORT ADVISORY COMMISSION MEETING NOTICE AND AGENDA



Wednesday, April 17, 2024  
5:00 p.m.

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



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## AIRPORT ADVISORY COMMISSION

Peter Mier, Chair

Michael Goode, Vice-Chair

April Beauboeuf

Peter Lenton

Charles McDermott

David Reid

John Spalj

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### Call to Order

### Roll Call

### Pledge of Allegiance

### Aviation Director's Report


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

### Approval of Minutes

Regular Meeting: March 20, 2024

### Public Comment

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

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

## REGULAR AGENDA

## ITEMS 1-10

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

1. [Insurance Update from Risk Management](#)  
Contact: George Woods, Risk Management Director, 480-312-7040, [gwoods@scottsdaleaz.gov](mailto:gwoods@scottsdaleaz.gov)
2. [Adopt Resolution No. 13102 Authorizing Lease Agreement No. 2024-065-COS with Desert Aerostar, LLC for lease of General Aviation Box Hangar Space at Scottsdale Airport.](#)  
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, [gmascaro@scottsdaleaz.gov](mailto:gmascaro@scottsdaleaz.gov)
3. [Discussion and input regarding Airport and Airpark Aeronautical Business Permit Additions, Cancellations and Revocations.](#) Staff contact: Kelli Kuester, Aviation Outreach & Planning Coordinator, 480-312-8482, [kkuester@scottsdaleaz.gov](mailto:kkuester@scottsdaleaz.gov)
4. [Discussion and input regarding Monthly Operations Report](#)  
Staff contact: Matthew Johnson, Operations Supervisor, 480-312-7609, [mljohnson@scottsdaleaz.gov](mailto:mljohnson@scottsdaleaz.gov)
5. [Discussion and input regarding Proposed Aviation Enterprise Fund Five-Year Financial Plan for FY 24/25-FY27/28.](#) Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, [gmascaro@scottsdaleaz.gov](mailto:gmascaro@scottsdaleaz.gov)
6. [Discussion and input regarding Monthly Financial Report for February 2024](#)  
Staff contact: Kelli Kuester, Aviation Outreach & Planning Coordinator, 480-312-8482, [kkuester@scottsdaleaz.gov](mailto:kkuester@scottsdaleaz.gov)
7. [Discussion and input regarding Public Outreach Programs and Planning Projects](#)  
Staff contact: Kelli Kuester, Aviation Planning & Outreach Coordinator, 480-312-8482, [kkuester@scottsdaleaz.gov](mailto:kkuester@scottsdaleaz.gov)
8. [Discussion and input regarding Quarterly Noise Complaint Summary Report.](#) Staff contact: Kelli Kuester, Aviation Planning & Outreach Coordinator, 480-312-8482, [kkuester@scottsdaleaz.gov](mailto:kkuester@scottsdaleaz.gov)
9. [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](mailto:gmascaro@scottsdaleaz.gov)
10. [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](mailto:gmascaro@scottsdaleaz.gov)

### **Public Comment**

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### **Future Agenda Items**

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

### **Adjournment**



**COMMISSION INFORMATION REPORT**  
**APPROVAL OF MINUTES**

**Meeting Date:** 04/17/24

**Contact:** Gary P. Mascaro,  
Aviation Director

**Phone:** (480) 312-7735

**ACTION**

Approval of Minutes – Regular Meeting

Attachment(s): 1. Draft of minutes of the March 20, 2024, Regular Meeting

Action taken:



**SCOTTSDALE AIRPORT ADVISORY COMMISSION  
REGULAR MEETING  
Scottsdale Airport Aviation Business Center  
Stearman/Thunderbird Meeting Room  
15000 N. Airport Drive, Second Floor  
Scottsdale, Arizona  
Wednesday, March 20, 2024**

**DRAFT MINUTES**

**PRESENT:** Peter Mier, Chair  
Michael Goode, Vice Chair (by telephone)  
April Beauboeuf (by telephone)  
Charles McDermott  
David Reid  
John (JR) Spalj

**STAFF:** Gary Mascaro, Aviation Director  
Kelli Kuester, Aviation Planning and Outreach Coordinator  
Tiffany Domingo, Administrative Assistant  
Chris Read, Assistant Aviation Director-Operations

**GUESTS:** Douglas Young, President of Arizona Business Aviation Association  
Ken Casey

**CALL TO ORDER**

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

**ROLL CALL**

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

**AVIATION DIRECTOR'S REPORT**

Gary Mascaro, Aviation Director, welcomed everyone to the meeting and deferred the director's report to Chair Mier, who recognized former Commissioner Ken Casey and presented him with an appreciation award for sitting on the Scottsdale Airport Advisory Commission for three terms. Mr. Casey addressed the Commission, stating appreciation for everything and for everyone working to make the airport more user and customer friendly. He asks the Commission to continue to move forward to the next level and make the airport one of the best business aviation airports in the world because it is also great for the City and the tax dollars.

1. Regular Meeting: February 21, 2024

COMMISSIONER MCDERMOTT MOVED TO APPROVE THE REGULAR MEETING MINUTES OF FEBRUARY 21, 2024, AS PRESENTED. COMMISSIONER REID SECONDED THE MOTION, WHICH CARRIED 6/0 WITH CHAIR MIER, VICE CHAIR GOODE AND COMMISSIONERS BEAUBOEUF, MCDERMOTT, REID, AND SPALJ VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

**PUBLIC COMMENT**

There were no public comments.

**REGULAR AGENDA            ITEMS 1-7**

1. Annual Update from Arizona Business Aviation Association.

Douglas Young, President of Arizona Business Aviation Association (AZBAA), provided an update on the Benefit Golf Tournament held two weeks ago. They raised \$90,000 for their scholarship fund that is used to promote business aviation within the State of Arizona. To promote the industry, bring light to new businesses, and work with local industry partners, many of the monthly meetings have included original equipment manufacturers (OEMs) such as Gulfstream and Dassault, which has attracted new members and new people to the area for business aviation employment. Next month's meeting will be held on April 16, 2024, from 11:00 a.m. to 2:00 p.m. at the Honeywell Test Flight Facility. Additionally, the AZBAA has been conducting outreach with students connected with ASU and having students tour the facility. The goal is to continue to bring everyone together because it is about networking local industry while promoting business aviation.

In response to Chair Mier's request, Mr. Young explained AZBAA's connection with the National Business Aviation Association (NBAA), noting each state creates chapters to bring awareness to business aviation and to be a voice at the local, state, and regional level especially when it comes to promoting or fighting legislative actions. Chair Mier stated AZBAA is a primary tenant at the Scottsdale Airport and a strong partner for the Scottsdale Airport. A brief discussion ensued.

2. Discussion and Input Regarding Airport and Airpark Aeronautical Business Permit Additions.

Kelli Kuester, Aviation Planning and Outreach Coordinator, stated the only change on the Airport list is the cancellation of the Set Jet Charter Brokerage Aeronautical Business Permit.

In response to the Commissioners questions, Vice-Chair Goode stated their funding fell through and the company ran out of money. Commissioner Beauboeuf stated there is a relevant article she will share with the commission.

3. Discussion and Input Regarding Monthly Operations Report.

Chris Read, Assistant Aviation Director-Operations, discussed aircraft numbers were up for the month of February and numbers are up for the year to date, noting operations are in the positive numbers. There were three alerts, a couple of incidents with small fuel spills, and some typical enforcement actions. U.S. Customs revenue is up a little over last year but plateauing, as all of the numbers are. PPRs for the calendar year are at 22. March is the busiest month every year, and trends are on course for that.

In response to Chair Meir's question, Mr. Read noted the fixed-base operators (FBOs) have not seen a spike in reservations or anything that might cause a significant blimp. Therefore, it is a wait and see, but they will keep the Commission informed of any changes.

4. Discussion and Input Regarding Monthly Financial Report for January 2024.

Kelli Kuester, Aviation Planning and Outreach Coordinator, reviewed the January 2024 financial report stating the approved budget for revenues was \$5.25 million with actuals totaling \$5.37 million. For expenses, the approved budget was \$1.88 million with actuals totaling \$1.9 million. Compared to last year, revenues are slightly higher by approximately \$1,500. Expenses are slightly lower by approximately \$93,000. The Aviation Cash Balance is approximately \$12.9 million as of January 31st. For fuel totals, FBO fuel sales accounted for 75.4 percent, AVGAS was 2.7 percent and Airpark Operators were at 21.9 percent. Approximately 1.4 million gallons were pumped, down 4.8 percent from last December. The fiscal year comparison is up 0.6 percent.

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

Kelli Kuester, Aviation Planning and Outreach Coordinator, provided an update on the public programs and planning projects, noting eleven voluntary curfew letters were mailed in February. In terms of monitoring property development through the City's Planning Department, there was one project for the month of February within the Airport Influence Area. For social media and list serve notices, a notice was sent to airport users on February 29th regarding overnight runway closures in March for striping operations. An additional reminder notice was sent out on March 11th and a cancellation notice sent out on March 14th for the last night of closure. On March 15th, a notice was sent regarding flight restrictions. Further, the social media page remains active showing the main features of the airport. Ms. Domingo and Ms. Kuester returned from the National Business Aviation Association Schedule and Dispatchers Conference, in Fort Worth, Texas, where connections were made with attendees and exhibitors.

In response to Commissioner Reid's questions, Ms. Kuester discussed her experience and takeaways from the conference.

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

Gary Mascaro, Aviation Director, reported there are no changes on Commission items to go

before the City Council other than some new leases that will be coming soon.

Planning Commission items including Axon has been continued indefinitely, but One Scottsdale will be coming forth to the Commission soon. The City Council agenda calendar was provided for Commission review.

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

There were no modifications to the calendar. The next meeting is scheduled for April 17, 2024.

**PUBLIC COMMENT**

There were no public comments.

**FUTURE AGENDA ITEMS**

No action.

**ADJOURNMENT**

With no further business to discuss, Chair Mier called for a motion to adjourn at 5:26 p.m.

COMMISSIONER REID MOVED TO ADJOURN. COMMISSIONER SPAJL SECONDED THE MOTION, WHICH CARRIED 6/0 WITH CHAIR MIER, VICE CHAIR GOODE AND COMMISSIONERS BEAUBOEUF, MCDERMOTT, REID, AND SPAJL VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

SUBMITTED BY:

eScribers, LLC





**COMMISSION INFORMATION REPORT**

Insurance Update From Risk Management

**Agenda Item No.:** 1

**Meeting Date:** 04/17/24

**Contact:** George Woods, Risk Management Director

**Phone:** (480) 312-7040

**INFORMATON**

Insurance update from Risk Management



## COMMISSION ACTION REPORT

Adopt Resolution No. 13102 Authorizing Lease Agreement No. 2024-065-COS with Desert Aerostar, LLC for the lease of General Aviation Box Hangar Space at the Scottsdale Airport.

**Agenda Item No.:** 2

**Meeting Date:** 04/17/24

**Staff Contact:** Gary P. Mascaro,  
Aviation Director

**Phone:** (480) 312-7735

### ACTION

Discussion and possible action to recommend adoption of Resolution No. 13102 authorizing Lease Agreement No. 2024-065-COS with Desert Aerostar, LLC for General Aviation Box Hangar Space at the Scottsdale Airport.

### PURPOSE

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

### KEY CONSIDERATIONS

- The General Aviation Box Hangars are located on the Kilo Ramp at the north end of the Airport property. Building A (Phase I) and Building B (Phase II) each consist of seven contiguous executive box hangars, each dimensioned at 62 feet wide by 47 feet deep.
- Desert Aerostar, LLC is executing a new Lease Agreement No. 2024-065-COS for unit A105, replacing lease agreement 2023-087-COS that was recently terminated per the request of the previous Lessee.
- Tenant is currently leasing assigned box hangar space under a short-term License Agreement issued by the Aviation Director. The License Agreement will transition to a lease agreement upon City Council approval.
- The base rent for all fourteen (14) box hangar leases will generate approximately \$555,000 in annual revenues to the Aviation Enterprise Fund.

Attachments: 1. Resolution No. 13102  
2. Contract No. 2024-065-COS

Action taken:

RESOLUTION NO. 13102

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING AGREEMENT WITH DESERT AEROSTAR, LLC (2024-065-COS) FOR THE LEASE OF HANGAR SPACE AT THE SCOTTSDALE AIRPORT.

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

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

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

Section 1: The Mayor is authorized and directed to execute on behalf of the City of Scottsdale, Contract No. 2024-065-COS with Desert Aerostar, LLC for the lease of hangar space at the Scottsdale Airport.

PASSED AND ADOPTED by the Council of the City of Scottsdale this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF SCOTTSDALE, an Arizona  
municipal Corporation


\_\_\_\_\_  
David D. Ortega, Mayor

ATTEST:

By: \_\_\_\_\_  
Ben Lane, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

  
\_\_\_\_\_  
Sherry R. Scott, City Attorney  
By: Joe Padilla, Deputy City Attorney

**HANGAR LEASE AGREEMENT**

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the CITY OF SCOTTSDALE, an Arizona municipal corporation ("Lessor"), and Desert Aerostar, LLC, an Arizona limited-liability corporation ("Lessee").

**WITNESSETH**

A. Lessor is the owner of certain real property at the Scottsdale Airport (the "Airport") and the North General Aviation Box Hangars (the "Box Hangars") located thereon. The Box Hangars are located at 15858 N. 82<sup>nd</sup> Way, Scottsdale, AZ 85260.

B. Lessor desires to lease to Lessee, and Lessee desires to lease 15858 N. 82<sup>nd</sup> Way, Scottsdale, AZ 85260, A105 , a large 62' x 47' box hangar (the "Leased Premises") generally depicted on Exhibit "A" consisting of approximately 2914 square feet of hangar space solely for the storage of the aircraft identified in the approved Scottsdale Airport Aircraft Storage Permit application (or any replacement aircraft as approved in writing by the Aviation Director).

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

**I. RECITALS**

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

**II. PREMISES**

2. Premises and Fixtures.

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

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

**III. TERM OF LEASE**

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

Lessee's occupation of the premises is subject to the following provisions and conditioned upon

Lessee's full, timely, complete and faithful performance of all obligations and things to be performed or done hereunder by Lessee. By entering this Lease, Lessee accepts the Leased Premises as is. The term of the Leased Premises shall be for a period of **60 months** from the Effective Date of this Agreement.

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

#### IV. LEASE PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. USE RESTRICTIONS AND COMPLIANCE WITH ALL LAWS

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

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

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

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

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

5.5 Liability and Indemnity. Lessee shall be liable to Lessor, and shall pay, indemnify, defend and hold harmless Lessor against any and all claims, demands, damages, fines or penalties of any nature whatsoever which may be imposed upon Lessor, including attorneys' fees, arising from any violation of law caused directly or indirectly by act, omission, negligence, abuse or carelessness on the part of Lessee, its employees, agents, customers, visitors, suppliers, or invitees, except to the extent caused by Lessor's gross negligence or willful misconduct. Without

limitation, the preceding sentence requires the payment by Lessee of any fines or penalties for any breach of security arising from the unauthorized entry of any of the aforementioned persons or their vehicles onto the passenger loading areas, taxiways, runways, aircraft movement areas and any other restricted portion of the Airport.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## VI. BREACH

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

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

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

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

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

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

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

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

6.2.1 Terminate this Agreement.

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

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

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

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

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

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

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

## VII. TERMINATION

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

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

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

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

## VIII. INDEMNITY AND INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding the foregoing, the Indemnity does not apply to:

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

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

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

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

## IX. ASSIGNMENT/SUBLET

### 9 Terms and Conditions Applicable to Assignment and Subletting.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## X. MISCELLANEOUS

10 Miscellaneous. The following additional provisions shall apply:

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

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

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

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

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

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

10.7 Notices. Except as otherwise indicated, all notices, waivers, demands, requests and other communications required or permitted by this Agreement (collectively, "Notices") shall be in writing and shall be effective only if sent by one or more of the following methods: (a) personal delivery; (b) generally recognized overnight commercial courier regularly providing proof of

delivery, with delivery charges prepaid or duly charged; (c) United States registered or certified mail, return receipt requested, postage prepaid, or (d) electronic mail (email) addressed to the parties at the respective addresses set forth opposite their names below, or to any other address or addresses as any party shall designate from time to time by notice given to the other in the manner provided in this article:

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

AND

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

If to Lessee:                   Desert Aerostar, LLC  
  10040 E. Happy Valley Rd, Unit 783  
  Scottsdale, AZ 85255  
  Attn: Craig Meredith

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

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

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

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

enter the same, without rendering Lessee liable therefor, and without any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided. No exercise by Lessor of any rights under this Article 16 shall entitle Lessee to any damages for inconvenience, disturbance, constructive eviction, loss of business or other damage to Lessee occasioned thereby, nor to any abatement of rent.

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

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

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

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

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

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

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

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

10.19 Statutory Cancellation Right. In addition to its other rights hereunder, Lessor shall

have the cancellation rights specified in A.R.S. § 38-511.

*[Signature pages follow]*

EXECUTED as of the date first given above.

LESSEE:

By:

[Signature]  
Craig Meredith  
Desert Aerostar, LLC

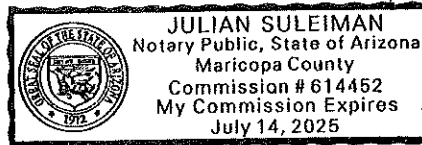
STATE OF Arizona )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March 2024, by Craig Meredith, [Signature].

[Signature]  
Notary Public

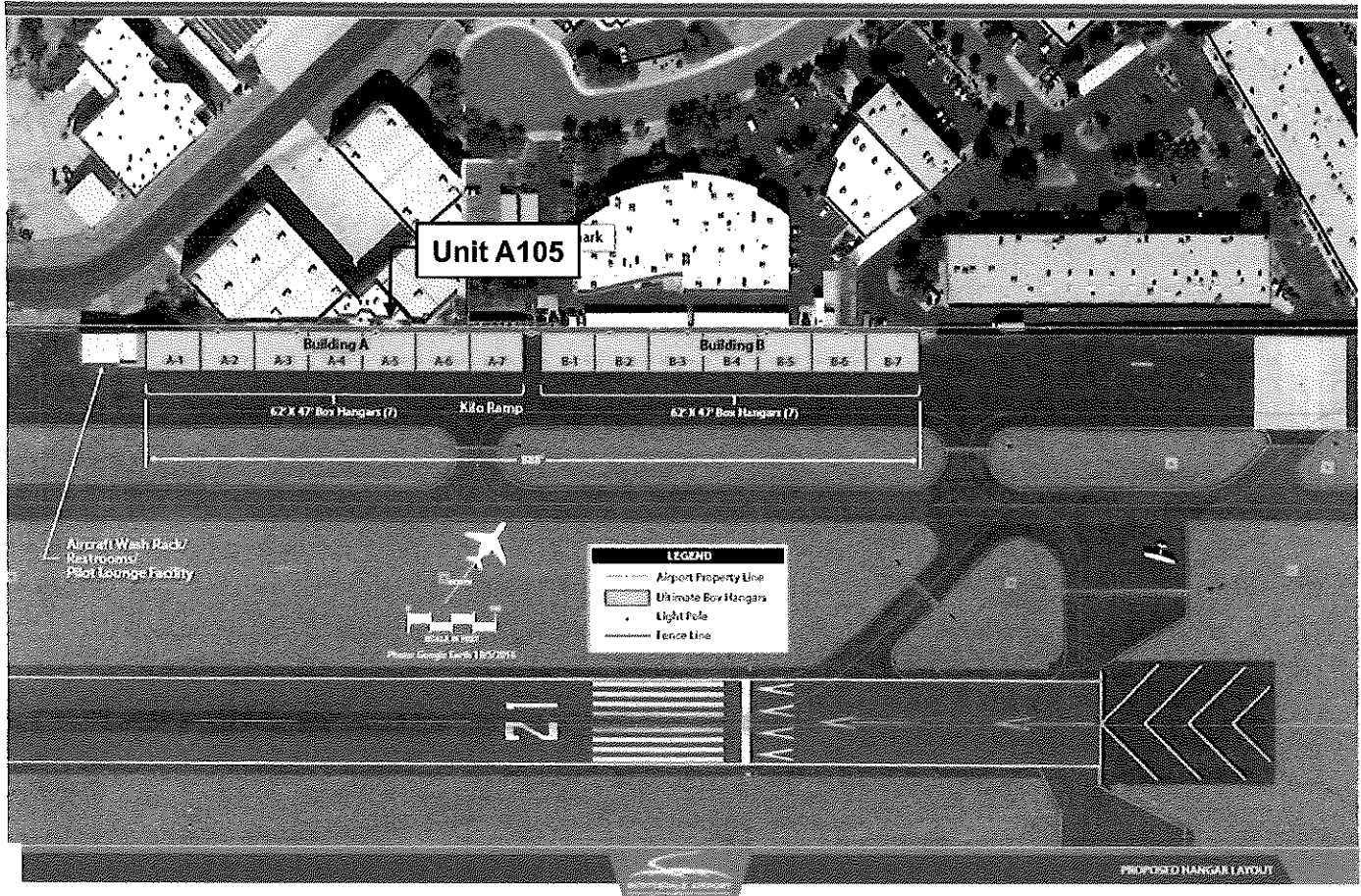
My Commission Expires:

07/14/2025





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





## COMMISSION ACTION REPORT

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

**Agenda Item No.:** 3

**Meeting Date:** 04/17/24

**Staff Contact:** Kelli Kuester,  
Aviation Planning & Outreach  
Coordinator

**Phone:** (480) 312-8482

### 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**

MARCH 2024

<b>AIRCRAFT CHARTER, SALES &amp; MANAGEMENT</b>				
<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>LOCATION</b>	<b>CONTACT</b>	<b>TELEPHONE</b>
ALL ACCESS MOTORSPORTS, LLC dba ALL ACCESS JETS	CHARTER BROKERAGE	SFS	BRADLEY CRAIG	
AMERICAN FLIGHT SUPPORT, LLC	CHARTER BROKERAGE	JA	BEN MOKE	888-245-4017
ATLANTIC AVIATION - CHARTER	AIRCRAFT CHARTER	AASC	RICK WIELEBSKI	480-948-2400
BUSINESS AIRCRAFT MANAGEMENT dba EXECUTIVE AIRCRAFT SERVICES	AIRCRAFT CHARTER/SALES/MANAGEMENT	SFS	GORDON JOHNSON	480-905-8659
C. WRIGHT AVIATION, LLC	AIRCRAFT SALES/CHARTER BROKERAGE	AASC	CYGNE LASHAE SWAN	480-500-1818
CIRRUS DESIGN CORP DBA CIRRUS AIRCRAFT	AIRCRAFT MANAGEMENT/SALES	AA	RAVI DHARNIDHARKA	865-724-1959
DELUX PUBLIC CHARTER LLC, DBA JSX AIR	AIRCRAFT CHARTER	AA	DAVID DRABINSKY	469-791-7270
G.G.R. AVIATION	AIRCRAFT MANAGEMENT	SFS	GUY MILANOVITS	480-614-1166
GRANDVIEW AVIATION, LLC	AIRCRAFT CHARTER	SFS	DARRELL BONEBRAKE	888-573-9426
J&S AVIATION	AIRCRAFT MANAGEMENT	MOBILE	SEAN FOWLER	480-241-9437
JET LINX SCOTTSDALE	AIRCRAFT CHARTER/MANAGEMENT	AASC	JON HULBURD	866-538-5469
JET FLEET, LLC	AIRCRAFT SALES	SFS	STEVE GAGE	480-286-0029
JET PROS, LLC	AIRCRAFT CHARTER/BROKERAGE/MANAGEMENT	SFS	MARGARET PIONTEK	480-444-2452
JOHN HOPKINSON & ASSOCIATES	AIRCRAFT SALES	AA	CHRISTINA HOPKINSON	403-637-2250
M&N EQUIPMENT, LLC dba M&N AVIATION	AIRCRAFT CHARTER/MANAGEMENT	SFS	TODD SCHIECK	720-356-4830
MACKIN AVIATION, LLC	AIRCRAFT SALES	AA	BRIAN MACKIN	480-363-0058
MAINE AVIATION AIRCRAFT CHARTER, LLC dba MAC JET CENTER	AIRCRAFT CHARTER	SPH	ALYSAN CARUSO	207-780-1811
PRISMJET, LLC	AIRCRAFT CHARTER/BROKERAGE/MANAGEMENT		SCOTT CASEY	
SOUTHWEST AERO, LLC	AIRCRAFT SALES	AA	BRIAN MACKIN	480-363-0058
<b>AIRCRAFT RENTAL, LEASING &amp; FLIGHT TRAINING</b>				
<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>LOCATION</b>	<b>CONTACT</b>	<b>TELEPHONE</b>
AMERICAN FLYERS, INC.	FLIGHT TRAINING	AANC	STEVEN DAUN	954-784-2122
<b>AVIATION RESOURCE GROUP (AERODYNE)</b>	<b>AIRCRAFT RENTAL/FLIGHT TRAINING</b>	<b>AASC</b>	<b>DOUG COX</b>	<b>480-359-7979</b>
CIRRUS DESIGN CORP DBA CIRRUS AIRCRAFT	AIRCRAFT RENTAL/FLIGHT TRAINING	AA	RAVI DHARNIDHARKA	865-724-1959
FLIGHTWORKS INC.	AIRCRAFT RENTAL/LEASING/FLIGHT TRAINING	SFS	RYAN STRAND	602-999-5629
LEGACY FLIGHT TRAINING	FLIGHT TRAINING	ACC	WILLIAM INGLIS	772-539-0420
LEOPARD AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	AASC	THOMAS NOON	760-419-2252
PLUS 5 SPORT AERO	FLIGHT TRAINING	JA	BUD DAVIDSON	602-971-3991
SCOTTSDALE EXECUTIVE FLIGHT TRAINING	AIRCRAFT RENTAL/FLIGHT TRAINING	SFS	GUY MILANOVITS	480-614-1166
SDL HOLDINGS - ATP	FLIGHT TRAINING	AASC	JIM KOZIARSKI	904-273-3018

SIERRA CHARLIE AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	SFS	SCOTT CAMPBELL	480-390-2346
UNIVERSAL HELICOPTERS, INC.	FLIGHT TRAINING/LEASING	JA	GORDON JIROUX	480-951-6283
VERTICAL WORKS	FLIGHT TRAINING	JA	CHARLES CHADWICK	732-865-1610

AIRCRAFT MAINTENANCE & REPAIR				
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BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
ACROPRO LLC	MOBILE AIRCRAFT MAINTENANCE	MOBILE	PIKE KELLY	805-268-4962
ARIZONA AIRCRAFT INTERIOR DESIGN	SPECIALIZED AIRCRAFT REPAIR	SFS	MICHAEL BRYANT	480-832-1330
AVIATION.ONE JET MAINTENANCE LLC	AIRCRAFT MAINTENANCE	SPH	ROB ARCHER	480-923-9135
AZ JET SERVICES	AIRCRAFT MAINTENANCE	SFS	DAVE FERNEAU	602-380-5555
CESSNA AIRCRAFT COMPANY	AIRCRAFT MAINTENANCE	SFS	RANDALL SOUTIERE	480-840-9430
CIRRUS DESIGN CORP DBA CIRRUS AIRCRAFT	AIRCRAFT MAINTENANCE	AASC	RAVI DHARNIDHARKA	865-724-1959
CONSTANT AVIATION, LLC	AIRCRAFT MAINTENANCE	AASC	NATHAN ROMNEY	469-323-4081
DALLAS AIRMOTIVE	AIRCRAFT MAINTENANCE	SFS	DAVID HUTCHISON	214-477-9033
DIRECTMX AVIATION LLC	AIRCRAFT MAINTENANCE	AASC	VAN NGUYEN	520-409-7860
DUNCAN AVIONICS	AIRCRAFT MAINTENANCE	SFS	JIM DAVIS	480-922-3575
G.G.R. AVIATION	MOBILE AIRCRAFT MAINTENANCE	SFS	GUY MILANOVITS	480-614-1166
JET EAST AVIATION	AIRCRAFT MAINTENANCE	SFS	SHAWN GEORGE	216-212-8056
LEARJET/BOMBARDIER INC.	AIRCRAFT MAINTENANCE	SFS	SEBASTIAN MOORE	520-746-5100
PDR SERVICES	SPECIALIZED AIRCRAFT REPAIR	SFS	PHILIP CHAPMAN	480-202-2908
PREMIER AIR CENTER dba WEST STAR AVIATION	AIRCRAFT MAINTENANCE	SFS	RODGER RENAUD	618-258-8020
RUNWAY 3 AVIATION SERVICES, LLC	AIRCRAFT MAINTENANCE	SFS	JEREMY BAILEY	501-762-5816
TURBINE ENGINE SPECIALISTS INC.	AIRCRAFT MAINTENANCE	AA	RICKIE RAMEY	817-625-6100
WC AVIATION INC.	AIRCRAFT MAINTENANCE	AA	JORGE DUARTE	323-707-9567

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

AUTO RENTAL COMPANIES				
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BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
ALAMO/NATIONAL CAR RENTAL	OFF-AIRPORT RENTAL CAR	OFF	MIKE ROLLINS	480-948-4884
AVIS RENT-A-CAR SYSTEMS	OFF-AIRPORT RENTAL CAR	OFF	PETER SERENA	480-948-4993
ENTERPRISE RENT-A-CAR	RENTAL CAR	SFS	ERIC BULLIS	480-315-8051
GO RENTALS	RENTAL CAR	AA	KAVOUS GITIBIN	480-991-0117
HERTZ RENT-A-CAR	OFF-AIRPORT RENTAL CAR	OFF	STEPHEN BLUM	239-301-7794

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

HANGAR, SHADE & OFFICE LEASING SERVICES				
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
OUT WEST AVIATION, LLC	HANGAR LEASING	BOX	SHANNON DAY	
SIGNATURE/TAC PRIVATE HANGARS	HANGAR LEASING	SPH	GREG GIBSON	480-951-2525

IN-FLIGHT CATERING SERVICES				
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE
AIR CULINAIRE WORLDWIDE, LLC	IN-FLIGHT CATERING	MOBILE	CHRIS EVANS	1-800-247-2433
BOARD THIS FLIGHT, LLC	IN-FLIGHT CATERING	MOBILE	KATY SALMON	434-825-3087
EMILY'S EVENTS LLC	IN-FLIGHT CATERING	MOBILE	EMILY GARNER	480-361-1800
JETFARE CATERING	IN-FLIGHT CATERING	MOBILE	JONATHAN ALLEN	480-771-4161
SQUARE ONE CONCEPTS, INC.	IN-FLIGHT CATERING	MOBILE	ROLAND WOOD	480-941-0101
VOLANTI PRIVATE JET CATERING	IN-FLIGHT CATERING	MOBILE	DEE DEE MAZA	480-636-1722

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

**LEGEND:**

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

ACC = Air Commerce Center; 14605 N. Airport Drive, Scottsdale, AZ 85260

JA = Jet Aviation; 14650 N. Airport Drive, Scottsdale, AZ 85260

AA = Atlantic Aviation (Main); 14600 N. Airport Drive, Scottsdale, AZ 85260

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**AASC** = Atlantic Aviation South Complex; 14700 N. Airport Drive, Scottsdale, AZ 85260

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

**AANC** = Atlantic Aviation North Complex; 15115 N. Airport Drive, Scottsdale, AZ 85260

**SPH** = Signature Private Hangars, 15003 N. Airport Drive, Scottsdale, AZ 85260

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

## AIRPARK AERONAUTICAL BUSINESS PERMITS & TENANTS

MARCH 2024

<b>AIRCRAFT CHARTER, SALES &amp; MANAGEMENT &amp; SPECIALTY SERVICES</b>			
<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>CONTACT</b>	<b>TELEPHONE</b>
ALPHA JET CHARTER INC.	AIRCRAFT CHARTER SERVICES	Deb Sedlak	602-909-5573
COPPER STATE TURBINE ENGINE CO.	AIRCRAFT ENGINE OVERHAUL SERVICES	JIM NORDSTROM	480-500-6677
EXECUTIVE JET MANAGEMENT	AIRCRAFT MANAGEMENT	CHRISTINE LEBER	513-979-6709
LEGACY JETS	AIRCRAFT CHARTER/MANAGEMENT	PAUL WOODFORD	480-788-7233
LUXURY AERO COLLECTION, LLC	AIRCRAFT MANAGEMENT/SALES	BRIAN MCNANNA	480-771-2389
PINNACLE AIR GROUP	AIRCRAFT CHARTER/MANAGEMENT/SALES	CURT PAVLICEK	602-618-6200
SAWYER AVIATION	AIRCRAFT CHARTER	CHAD VERDAGLIO	480-922-2723
SILVER AIR, LLC	AIRCRAFT MANAGEMENT	BRANDON MARTIN	800-889-5840
SCOTTSDALE HANGAR ONE	AIRCRAFT MANAGEMENT	MATT BEVERAGE	480-624-9000
BRADLEY MACK AVIATION, INC.	AIRCRAFT MANAGEMENT	MARY RANDOLPH	480-393-0770

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

<b>HANGAR, SHADE &amp; OFFICE LEASING SERVICES</b>			
<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>CONTACT</b>	<b>TELEPHONE</b>
7345 ACOMA LLC	HANGAR/SHADE LEASING	WILL COUNTS	480-483-8107
7689, LLC	HANGAR/SHADE LEASING	BETH AERTS	480-289-5715
AIRPARK LAND, LLC	HANGAR/SHADE LEASING	CRAIG JACKSON	480-421-6694
ASTOR AIRPARK HOLDINGS	HANGAR/SHADE LEASING	REG COOPER	480-483-1999
AVALON ONE	HANGAR/SHADE LEASING	SAMIR KANUGA	480-718-2412
BATES FAMILY TRUST	HANGAR/SHADE LEASING		480-443-8287
BECK LANE HANGARS LLC	HANGAR/SHADE LEASING	RYAN HAMILTON	
BCO, LLC	HANGAR/SHADE LEASING	LYNN BABCOCK	480-922-0490
BUILDING D	HANGAR/SHADE LEASING	SCOTT LYON	480-367-6200
CENTRAL IMPLEMENT	HANGAR/SHADE LEASING	PERRY CASE	480-998-8989

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CC OFFICE LLC	HANGAR/SHADE LEASING	JOSEPH ODDO	480-998-1444
CWIE MANAGEMENT RESOURCES	HANGAR/SHADE LEASING	FRANK CADWELL	480-449-7751
DEVELOPMENT SERVICES OF AMERICA	HANGAR/SHADE LEASING	RICHARD WILSON	480-927-4888
GRAYSTAR CORPORATION	HANGAR/SHADE LEASING	BETH AERTS	480-483-1985
GREAT AMERICAN HANGAR	HANGAR/SHADE LEASING	MARK BOSCO	916-391-5000
HANGAR THREE	HANGAR/SHADE LEASING	JIM KEELEY	480-596-9000
JJS INVESTMENTS LLC	HANGAR/SHADE LEASING	JOHN J. SHUFELDT	602-399-1514
LARRY COFFEY	HANGAR/SHADE LEASING	LARRY COFFEY	480-607-0140
PACIFIC MARINE MANAGEMENT	HANGAR/SHADE LEASING	AL CHITTENDEN	360-653-4266
SCOTTSDALE HANGAR ONE	HANGAR/SHADE LEASING	MATT BEVERAGE	480-624-9000
SKY HARBOR LEASING, LLC	HANGAR/SHADE LEASING	REG COOPER	480-483-1999
SOUTHWEST JET CENTER	HANGAR/SHADE LEASING	GARY DAICHENDT	949-254-3027
THE EVANS BUSINESS COMPLEX, LLC	HANGAR/SHADE LEASING	GABE LAKATOSH	
VESELY DESCENDANT'S TRUST	HANGAR/SHADE LEASING	BETH AERTS	480-483-1985
VISIONMAKERS INTL LLC	HANGAR/SHADE LEASING	LANE COOK	480-218-1500
WALLACE HOLDINGS	HANGAR/SHADE LEASING	BOB WALLACE	480-998-8861
WATTS INVESTMENTS, LLC	HANGAR/SHADE LEASING	CHRIS NUTE	602-761-4571

**LEGEND:**

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



## COMMISSION INFORMATION REPORT

Discussion and input regarding Operations Report for March 2024

**Agenda Item No.:** 4

**Meeting Date:** 04/17/24

**Staff Contact:** Matthew Johnson,  
Operations Supervisor

**Phone:** (480) 312-7609

### INFORMATION

Airport Monthly Operations Update for March 2024

### PURPOSE

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

#### BASED AIRCRAFT

	<u>Helicopter</u>	<u>Single Piston</u>	<u>Single Turboprop</u>	<u>Twin Piston</u>	<u>Twin Turboprop</u>	<u>Jet</u>	<u>Total</u>
Current Month	47	133	24	8	15	189	416
March 2023	43	129	24	8	15	190	409

#### OPERATIONS

	<u>March 2023</u>	<u>March 2024</u>	<u>% Δ</u>	<u>2023 YTD</u>	<u>2024 YTD</u>	<u>% Δ</u>
Total	15,687	14,658	-6.55	41,754	42,550	1.90
IFR	6,518	6,643	1.91	18,193	18,781	3.23

#### ALERTS

<u>Date</u>	<u>Type</u>	<u>Description</u>
3/02/24	1	Cessna 172, possible alternator failure
3/06/24	2	Bombardier Global Express, brake failure indicator light

#### INCIDENTS

<u>Date</u>	<u>Description</u>
3/03/24	Cessna Citation 525B flat tire after landing
3/07/24	Small fuel spill, Jet Aviation ramp
3/10/24	Small fuel spill, Jet Aviation ramp
3/14/24	Small fuel spill, Jet Aviation ramp
3/17/24	Fuel leak, Jet Aviation
3/22/24	Oil spill, Atlantic South Ramp
3/22/24	Cessna Citation 560, two main tires blown upon landing
3/24/24	Vehicle gate opened towards car exiting the airside and contacted the bumper
3/29/24	Fuel leak caused by venting, Jet Aviation ramp
3/29/24	Unknow fuel spill on Taxiway Alpha near A-16 run-up area
3/30/24	Oil spill, Atlantic South Ramp

**Commission Information Report**  
 Airport Monthly Operations Update for March 2024

**Agenda Item No.: 4**

**ENFORCEMENT ACTIONS**

<u>Date</u>	<u>Violation</u>	<u>Enforcement Method Used</u>	<u>Comments</u>
3/04/24	Failure to display airport parking tag	Verbal	1 <sup>st</sup> Violation
3/04/24	Speeding	Verbal	1 <sup>st</sup> Violation
3/09/24	Aircraft parked in transient area for more than 14 days	N.O.V.	1 <sup>st</sup> Violation
3/20/24	Speeding	Verbal	1 <sup>st</sup> Violation
3/21/24	Performing commercial aeronautical services without a permit	Verbal	1 <sup>st</sup> Violation
3/23/24	Aircraft parked in transient area for more than 14 days	N.O.V.	2 <sup>nd</sup> Violation
3/23/24	Parking violation	N.O.V.	1 <sup>st</sup> Violation
3/28/24	Aircraft Wash Plan violation	N.O.V.	1 <sup>st</sup> Violation
3/28/24	Engine run-up performed in unauthorized area	Verbal	1 <sup>st</sup> Violation

<u>*Revenue (FYTD)</u>	<u>Total Uses Month</u>	<u>Total Uses (FYTD)</u>
2023/2024 \$915,625	March 2024 251	2023/2024 1,558
2022/2023 \$895,200	March 2023 216	2022/2023 1,565

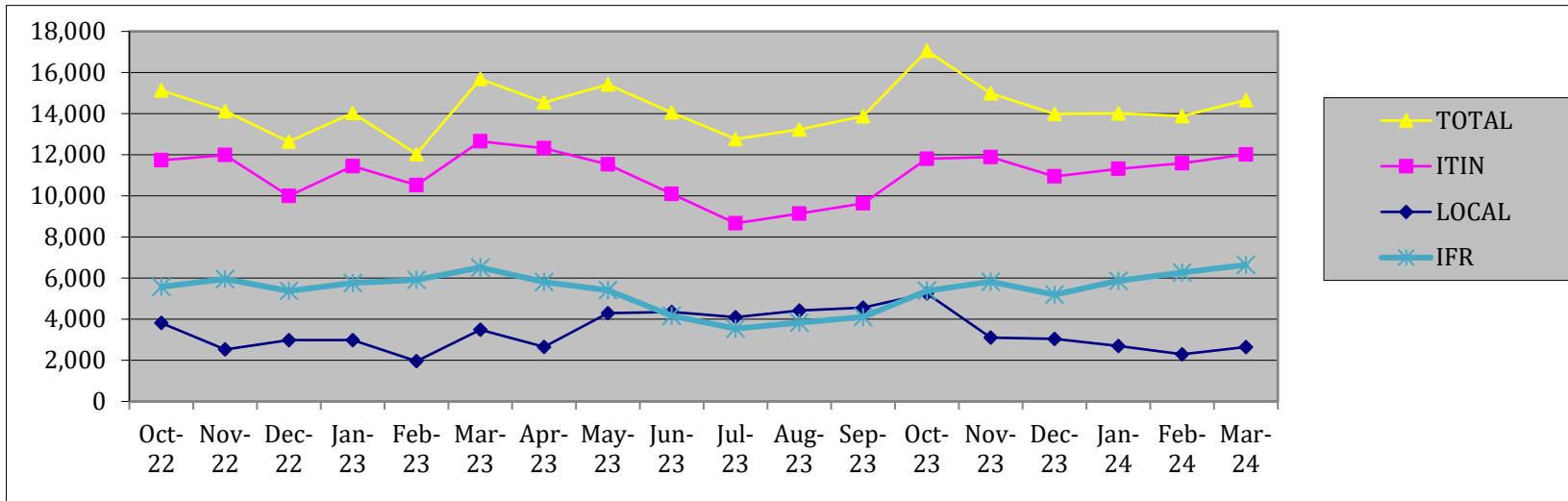
\*Revenue = User Fees and Overtime Fees Charged to Users  
 75,000 lbs. + PPR = 31 (calendar year 2024)



# SCOTTSDALE AIRPORT OPERATIONS 2022-2024



	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
ITIN	11,734	11,987	9,996	11,443	10,525	12,654	12,317	11,530	10,097	8,664	9,139	9,636	11,805	11,885	10,945	11,315	11,585	12,014
LOCAL	3,818	2,531	2,984	2,983	1,960	3,489	2,653	4,293	4,353	4,100	4,419	4,561	5,254	3,105	3,042	2,699	2,293	2,644
IFR	5,575	5,954	5,374	5,761	5,914	6,518	5,810	5,414	4,168	3,543	3,835	4,105	5,382	5,823	5,197	5,867	6,270	6,643
TOTAL	15,130	14,125	12,640	14,030	12,037	15,687	14,548	15,417	14,056	12,764	13,229	13,871	17,059	14,990	13,987	14,014	13,878	14,658



ITIN - Itinerant - an operation is arriving from outside the traffic pattern or departs the airport traffic pattern

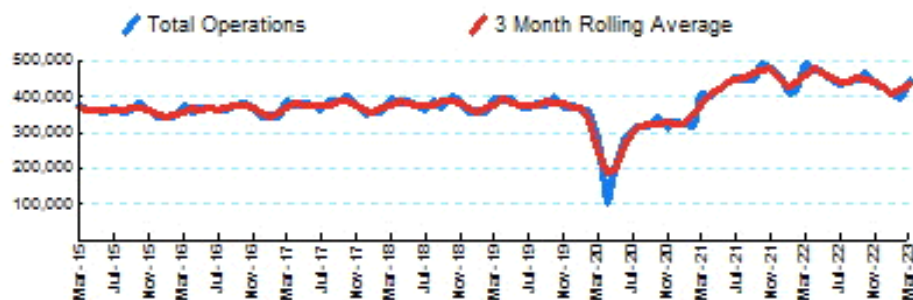
LOCAL - an operation that stays within the traffic pattern airspace (non-itinerant)

IFR - an operation that is conducted under instrument flight rules. IFR operations are a sub-category of the total number of operations as they can either Local or Itinerant.

Total Operations = Itinerant Operations + Local Operations



## 1.Total Business Jet Operations



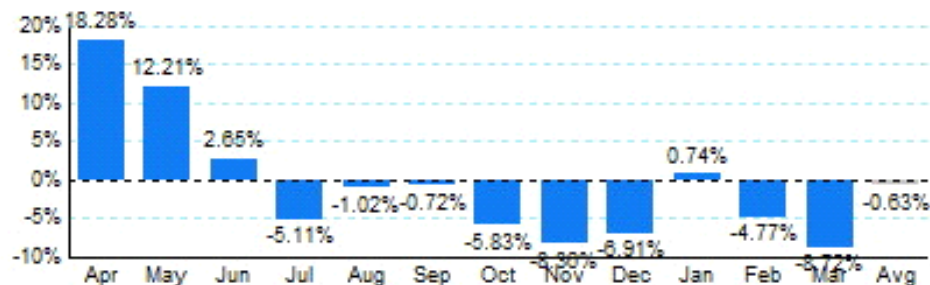
Source: ETMSC  
Note: Operations refer to arrivals and departures.

## 4.Overall Trends (Calendar Year)

Year	Total		Domestic		International	
	Operations	Change	Operations	Change	Operations	Change
2013	4,072,848		3,394,942		677,906	
2014	4,235,910	4.00%	3,527,038	3.89%	708,872	4.57%
2015	4,291,174	1.30%	3,605,060	2.21%	686,114	-3.21%
2016	4,349,740	1.36%	3,667,338	1.73%	682,402	-0.54%
2017	4,483,614	3.08%	3,793,700	3.45%	689,914	1.10%
2018	4,520,968	0.83%	3,824,528	0.81%	696,440	0.95%
2019	4,533,920	0.29%	3,836,578	0.32%	697,342	0.13%
2020	3,501,192	-22.78%	3,033,148	-20.94%	468,044	-32.88%
2021	5,099,528	45.65%	4,421,070	45.76%	678,458	44.96%
2022	5,369,454	5.29%	4,577,730	3.54%	791,724	16.69%
2023*	1,256,018		1,052,576		203,442	

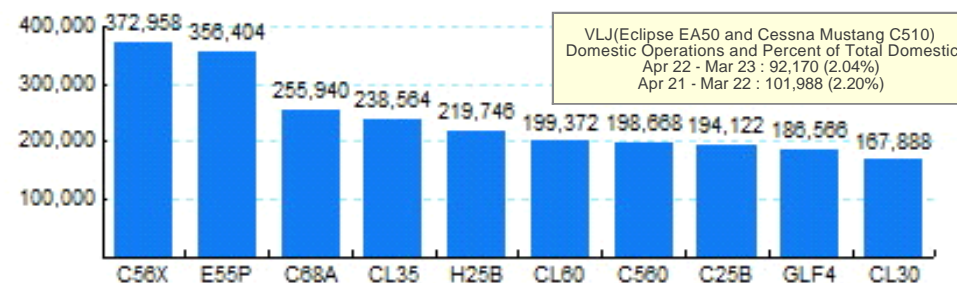
\* - Year to date  
Source: ETMSC  
Note: International flights include US to Foreign, Foreign to US and all foreign operations.

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



Source: ETMSC

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



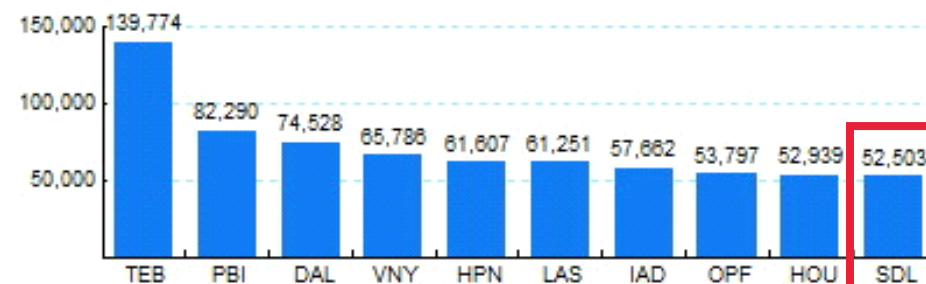
Source: ETMSC

## 3.Monthly Trends

Month	Total			Domestic			International		
	2022-2023	2021-2022	Change	2022-2023	2021-2022	Change	2022-2023	2021-2022	Change
Apr	476,016	402,464	18.28%	402,982	345,988	16.47%	73,034	56,476	29.32%
May	473,042	421,562	12.21%	403,764	367,420	9.89%	69,278	54,142	27.96%
Jun	450,206	438,584	2.65%	382,244	384,866	-0.68%	67,962	53,718	26.52%
Jul	432,792	456,088	-5.11%	366,962	396,246	-7.39%	65,830	59,842	10.01%
Aug	443,560	448,138	-1.02%	381,670	391,248	-2.45%	61,890	56,890	8.79%
Sep	445,926	449,154	-0.72%	388,060	394,386	-1.60%	57,866	54,768	5.66%
Oct	467,328	496,238	-5.83%	407,108	434,386	-6.28%	60,220	61,852	-2.64%
Nov	437,452	477,342	-8.36%	372,284	410,554	-9.32%	65,168	66,788	-2.43%
Dec	427,326	459,058	-6.91%	357,666	390,574	-8.43%	69,660	68,484	1.72%
Jan	410,146	407,152	0.74%	342,222	346,468	-1.23%	67,924	60,684	11.93%
Feb	396,146	415,990	-4.77%	334,066	353,248	-5.43%	62,080	62,742	-1.06%
Mar	449,726	492,664	-8.72%	376,288	415,274	-9.39%	73,438	77,390	-5.11%
Total	5,309,666	5,364,434	-1.02%	4,515,316	4,630,658	-2.49%	794,350	733,776	8.26%

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

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



Source: ETMSC



## COMMISSION ACTION REPORT

Discussion and Input of the Proposed Aviation Enterprise Fund  
Five-Year Financial Plan for FY24/25 – FY28/29

**Agenda Item No.:** 5

**Meeting Date:** 04/17/24

**Staff Contact:** Gary P. Mascaro,  
Aviation Director

**Phone:** (480) 312-7735

### INFORMATION

Discussion and input of the proposed Aviation Enterprise Fund Five-Year Financial Plan for FY24/25 – FY28/29.

### PURPOSE

To review the Airport's overall revenues and expenditures forecast (including capital improvements) and to identify any necessary adjustments.

Please note the attached financial plan was finalized and submitted to the City in early March. Upon direction by the City Manager, staff will review the budget plan and make adjustments as needed.

Attachment(s): 1. Aviation Enterprise Fund Five-Year Financial Plan

**AVIATION ENTERPRISE FUND  
FIVE YEAR FINANCIAL FORECAST**

	ACTUAL FY 2022/23	ADOPTED FY 2023/24	APPROVED FY 2023/24	FORECAST FY 2023/24	PROPOSED FY 2024/25	FORECAST FY 2025/26	FORECAST FY 2026/27	FORECAST FY 2027/28	FORECAST FY 2028/29
<b>Sources of Funds</b>									
<b>Beginning Fund Balance</b>									
Debt Service Reserve	\$ -	\$ 430,561	\$ -	\$ -	\$ 430,675	\$ 430,175	\$ 430,300	\$ 429,750	\$ 429,750
Fleet Replacement Reserve	1,196,500	960,739	1,396,300	1,396,300	1,890,800	3,755,000	3,755,000	3,755,000	3,755,000
Future Capital Replacement	2,199,611	5,220,800	5,220,800	5,220,800	5,442,139	10,420,610	14,030,859	17,484,284	20,671,609
Operating Reserve	1,132,600	922,308	925,597	925,597	976,076	987,624	1,002,850	1,037,375	1,091,350
Undesignated, Unreserved Fund Balance	2,303,409	2,806,413	3,117,850	3,117,850	5,592,504	(0)	(0)	(0)	(0)
<b>Total Beginning Fund Balance/Reserve</b>	<b>6,832,120</b>	<b>10,340,821</b>	<b>10,660,547</b>	<b>10,660,547</b>	<b>14,332,194</b>	<b>15,593,609</b>	<b>19,219,009</b>	<b>22,706,409</b>	<b>25,947,709</b>
<b>Revenues</b>									
Airport Fees	9,154,141	9,174,872	9,174,872	9,174,872	8,958,864	9,026,000	9,115,800	9,206,600	9,298,600
Property Rental	182,624	188,586	188,586	188,586	191,458	193,200	195,200	197,100	198,900
Jet Fuel	260,385	223,000	223,000	223,000	233,000	235,300	237,700	240,100	242,500
Interest Earnings	134,840	162,396	162,396	162,396	448,314	470,900	467,200	478,000	485,800
Miscellaneous	2,513	-	-	-	-	-	-	-	-
Federal Grants	-	-	-	-	-	-	-	-	-
Reimbursements from Outside Sources	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>9,734,303</b>	<b>9,748,854</b>	<b>9,748,854</b>	<b>9,748,854</b>	<b>9,831,636</b>	<b>9,925,400</b>	<b>10,015,900</b>	<b>10,121,800</b>	<b>10,225,800</b>
<b>Transfers In</b>									
CIP	8,940	-	-	-	-	-	-	-	-
Debt Svc MPC Bonds	695,358	-	-	-	-	-	-	-	-
Operating	-	-	-	-	-	-	-	-	-
<b>Total Transfers In</b>	<b>704,298</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Sources</b>	<b>\$ 10,438,601</b>	<b>\$ 9,748,854</b>	<b>\$ 9,748,854</b>	<b>\$ 9,748,854</b>	<b>\$ 9,831,636</b>	<b>\$ 9,925,400</b>	<b>\$ 10,015,900</b>	<b>\$ 10,121,800</b>	<b>\$ 10,225,800</b>
<b>Uses of Funds</b>									
<b>Expenditures</b>									
Community and Economic Development	3,053,036	3,195,174	3,092,752	3,092,752	3,317,611	3,346,400	3,451,000	3,631,700	3,669,400
Citywide Direct Cost Allocation	431,738	419,300	419,300	419,300	440,265	462,300	485,400	509,700	-
Citywide Indirect Cost Allocation	108,213	127,452	127,452	127,452	169,051	177,500	186,400	195,700	205,500
Citywide Pay Program	-	-	7,135	7,135	-	-	-	-	-
Compensation Other	-	-	-	-	-	-	-	-	-
Class and Comp Study	-	47,878	47,878	47,878	48,960	50,100	51,200	52,300	53,500
Fuel and Maint and Repair	-	-	44,872	44,872	-	-	-	-	-
Market	-	-	-	-	-	-	-	-	-
Market Catch-up	-	-	-	-	-	-	-	-	-
Vacation Trade	-	4,000	445	-	1,541	1,500	1,500	1,500	1,500
Leave Accrual Payments / Parental Leave	-	163,493	66,105	66,105	13,572	13,900	14,200	14,500	14,800
Post Employment Medical	-	-	3,900	3,900	-	-	-	-	-
Savings from Vacant Positions	-	(40,000)	23,841	11,294	(40,000)	(40,000)	(40,000)	(40,000)	(40,000)
Utilities	-	-	83,617	83,617	-	-	-	-	-
GAAP Adjustment	-	-	-	-	-	-	-	-	-
<b>Subtotal - Operating</b>	<b>3,590,987</b>	<b>3,917,297</b>	<b>3,917,297</b>	<b>3,856,427</b>	<b>3,951,000</b>	<b>4,011,700</b>	<b>4,149,700</b>	<b>4,365,400</b>	<b>3,904,700</b>
<b>Operating Income (Loss)</b>	<b>6,143,316</b>	<b>5,831,557</b>	<b>5,831,557</b>	<b>5,892,427</b>	<b>5,880,636</b>	<b>5,913,700</b>	<b>5,866,200</b>	<b>5,756,400</b>	<b>6,321,100</b>
<b>Debt Service</b>									
MPC Bonds Debt Svc - Airport	1,719,244	1,722,244	1,722,244	1,722,244	1,722,744	1,720,700	1,721,200	1,719,000	1,719,000
Professional Services	-	-	-	-	-	-	-	-	-
<b>Transfers Out</b>									
Debt Svc MPC Bonds	695,358	-	-	-	-	-	-	-	-
CIP Budget Book - 5-ry Plan	593,304	461,635	461,635	461,635	2,820,439	514,900	600,700	773,800	1,044,300
CIP Technology CIP Plan	11,281	36,901	36,901	36,901	76,038	52,700	56,900	22,300	35,400
<b>Subtotal Capital Transfer Out</b>	<b>1,299,943</b>	<b>498,536</b>	<b>498,536</b>	<b>498,536</b>	<b>2,896,477</b>	<b>567,600</b>	<b>657,600</b>	<b>796,100</b>	<b>1,079,700</b>
<b>Total Uses of Funds</b>	<b>6,610,174</b>	<b>6,138,077</b>	<b>6,138,077</b>	<b>6,077,207</b>	<b>8,570,221</b>	<b>6,300,000</b>	<b>6,528,500</b>	<b>6,880,500</b>	<b>6,703,400</b>
<b>Change in Fund Balance</b>	<b>3,828,427</b>	<b>3,610,777</b>	<b>3,610,777</b>	<b>3,671,647</b>	<b>1,261,415</b>	<b>3,625,400</b>	<b>3,487,400</b>	<b>3,241,300</b>	<b>3,522,400</b>
<b>Ending Fund Balance</b>									
Debt Service Reserve	-	-	430,675	430,675	430,175	430,300	429,750	429,750	429,750
Fleet Replacement Reserve 2.00% Note 1	1,396,300	1,890,800	1,890,800	1,890,800	3,755,000	3,755,000	3,755,000	3,755,000	3,755,000
Future Capital Replacement Note 3	5,220,800	5,442,139	5,442,139	5,442,139	##### ###	14,030,859	17,484,284	20,671,609	24,309,159
Operating Reserve Note 2	925,597	979,324	979,324	976,076	987,624	1,002,850	1,037,375	1,091,350	976,200
Undesignated, Unreserved Fund Balance	3,117,850	5,639,335	5,528,386	5,592,504	(0)	(0)	(0)	(0)	(0)
<b>Total Ending Fund Balance</b>	<b>\$ 10,660,547</b>	<b>\$ 13,951,598</b>	<b>\$ 14,271,324</b>	<b>\$ 14,332,194</b>	<b>\$ 15,593,609</b>	<b>\$ 19,219,009</b>	<b>\$ 22,706,409</b>	<b>\$ 25,947,709</b>	<b>\$ 29,470,109</b>
<b>Forecast Assumptions:</b>									
Revenue Growth					-2.35%	0.75%	0.99%	1.00%	1.00%
Rate Increase									
Interest Earnings Rate		0.50%	2.00%	2.95%	3.40%	3.85%	2.97%	2.88%	
Inflation Percentage					2.45%	1.54%	3.44%	5.20%	-10.55%
Funded Replacement Reserve Percentage					2.95%	2.72%	2.48%	2.24%	2.06%
Operating Reserve Includes Airport Operations, Indirect Costs, Fire Service Costs, CIP Fund (General Capital Projects)					987,800	1,002,900	1,037,400	1,091,400	976,200
Operating Reserve Days					25%	25%	25%	25%	25%

**Note 1:** The Fleet Replacement Reserve is held to purchase new and replacement vehicles used for airport operations; the vehicles include general utility vehicles as well as fire trucks. Segregation of the vehicles, effective in fiscal year 2014, was done to ensure Federal Aviation Administration and Arizona Department of Transportation grant compliance.

**Note 2:** The City's Comprehensive Financial Policies provide that the Aviation Fund Operating Reserve will be funded at 25% of the operating expenditures less debt service and transfers out.

**Note 3:** The Designation for Future Capital Replacement is equal to revenues less expenses and required reserves.

**Source:** The Aviation Enterprise Five Year Financial Forecast was prepared using the Aviation Fund Five Year Operating Budget Forecast, the Recommended Aviation Capital Project Budget for Fiscal Years 2024/25 through 2028/29, the Airport regional/federal project plan, and the Five Year Revenue Forecast. The above documents were prepared by the Aviation Department and City Treasurer's Office.



## COMMISSION INFORMATION REPORT

Discussion and Input Regarding Monthly  
Financial Report for February 2024

**Agenda Item No.:** 6

**Meeting Date:** 04/17/24

**Staff Contact:** Kelli Kuester  
Aviation Planning & Outreach Coordinator

**Phone:** (480) 312-8482

### AVIATION OPERATING BUDGET FISCAL YEAR 2023/24 (JUL-JUN)

	FY 2023/24		FY 2023/24		FY 2023/24 (JUL-JUN) Year to Date (through Feb. 2024)			
	Adopted Budget		Approved Budget		Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$9,586,458		\$9,586,458		\$6,142,161	\$6,272,991	\$130,830	2%
Expenses	\$3,315,174		\$3,005,158		\$2,087,657	\$2,149,282	\$61,625	3%
Net	\$6,271,284		\$6,581,300		\$4,054,504	\$4,123,709	\$69,205	

### AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 2/29/24	\$12,597,390	\$1,469,881	\$14,067,271
As of 2/29/23	\$9,248,817	-\$763,751	\$8,485,065

### MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	February 2023	February 2024	Dollar Variance	% Variance
Revenue	\$891,309	\$897,523	\$6,214	1%
Expenses	\$220,706	\$183,835	-\$36,871	-17%
Net	\$670,603	\$713,688	\$43,085	

### ACCOUNTS RECEIVABLE AGING REPORT

Aging Report Data as of 3/5/2024

	Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
All Accounts Total	198,637.01	3,402.71	-802.14	-39.88	-1,117.34	-883.08	199,197.28

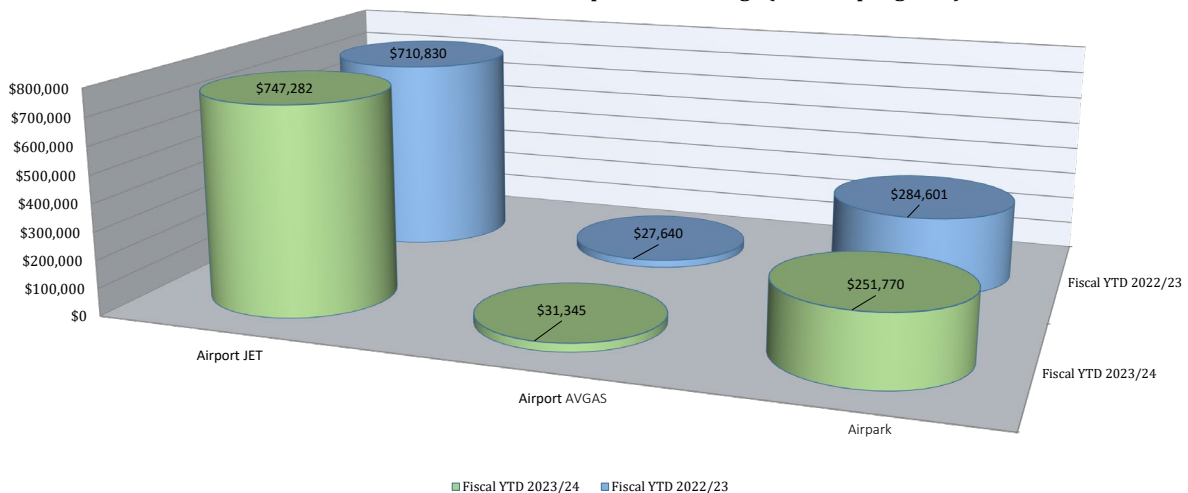
### Fuel Flowage (@ \$0.10 per gallon)

	February 2023			February 2024			% Change From Last Yr
	Revenue	JAN Gallons	% Total	Revenue	JAN Gallons	% Total	
Airport JET	\$116,206	1,162,063	75.2%	\$123,451	1,234,506	78.8%	6.2% Gal
Airport AVGAS	\$3,795	37,955	2.5%	\$3,620	36,195	2.3%	-4.6% Gal
Airpark	\$34,625	346,249	22.4%	\$29,594	295,937	18.9%	-14.5% Gal
<b>Total</b>	<b>\$154,627</b>	<b>1,546,267</b>	<b>100.0%</b>	<b>\$156,664</b>	<b>1,566,638</b>	<b>100.0%</b>	<b>1.3% Gal</b>

	Fiscal YTD 2022/23			Fiscal YTD 2023/24			% Change From Last Yr
	Revenue	Gallons	% Total	Revenue	Gallons	% Total	
Airport JET	\$710,830	7,108,304	69.5%	\$747,282	7,472,821	72.5%	5.1% Gal
Airport AVGAS	\$27,640	276,401	2.7%	\$31,345	313,454	3.0%	13.4% Gal
Airpark	\$284,601	2,846,011	27.8%	\$251,770	2,517,702	24.4%	-11.5% Gal
<b>Total</b>	<b>\$1,023,072</b>	<b>10,230,715</b>	<b>100.0%</b>	<b>\$1,030,398</b>	<b>10,303,977</b>	<b>100.0%</b>	<b>0.7% Gal</b>

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:** 7

**Meeting Date:** 04/17/24

**Staff Contact:** Kelli Kuester,  
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
<b>Phoenix Terminal Area Procedure</b>	The FAA Performance Based Navigation team held initial procedure design meetings.	In progress
<b>Noise Outreach</b>	Will conduct noise outreach as necessary.	Completed
Pilot Outreach		
Description	Purpose	Status
<b>Pilot Briefing &amp; Outreach</b>	Pilot Briefings are hosted by the FAA Air Traffic Control Tower and are typically held annually.	Completed
<b>Voluntary Curfew Outreach (10:00 p.m. - 6:00 a.m.)</b>	The Voluntary Curfew Program is designed to respond to a complaint received for an operation between 10 p.m. and 6 a.m. If a flight is confirmed, a letter is sent out to the operator to ask them for their cooperation in flying outside these hours when possible. <b>The following Voluntary Curfew letters were sent out: March-9</b>	<b>Completed</b>
Planning Projects		

Description	Purpose	Status
<b>Monitor property development through the Planning Department</b>	Working with the Planning Department to protect the airspace and development uses near Scottsdale Airport. The Planning and Zoning reports listed the following number of projects within the Airport Influence Area: March-5	Completed
<b>Community Outreach and Marketing</b>		
Description	Purpose	Status
<b>Media, social media, &amp; list serve notices</b>	List Serve notices and social media posts related to Final Four. Press release, list serve notice, and social media post related to movie night at the airport.	Completed
<b>Brochures, flyers, other print materials, webpages &amp; videos</b>	Will produce brochures, flyers, and other collateral material as necessary.	Completed
<b>Community outreach, presentations, and events</b>	Will conduct as necessary.	Completed



## COMMISSION INFORMATION REPORT

Discussion and input regarding Quarterly Noise Complaint Summary

**Agenda Item No.:** 8

**Meeting Date:** 04/17/24

**Staff Contact:** Kelli Kuester,  
Aviation Planning & Outreach  
Coordinator

**Phone:** (480) 312-8482

### INFORMATION

Aviation staff will update the Airport Advisory Commission regarding aircraft noise complaints received during the first quarter of 2024.

### 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: 43	Emails: 2	Total: 45
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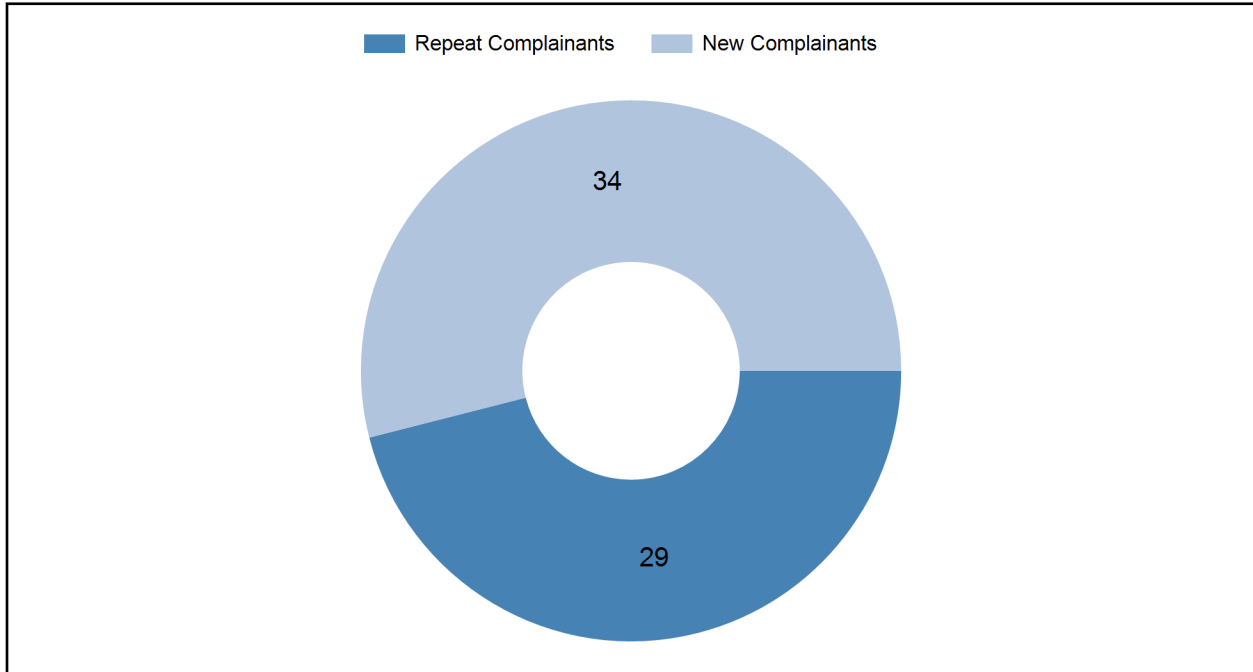
Attachment(s): 1. Noise Complaint Summary for January 1 – March 31, 2024



# Quarterly Noise Report

January 1 through March 31, 2024

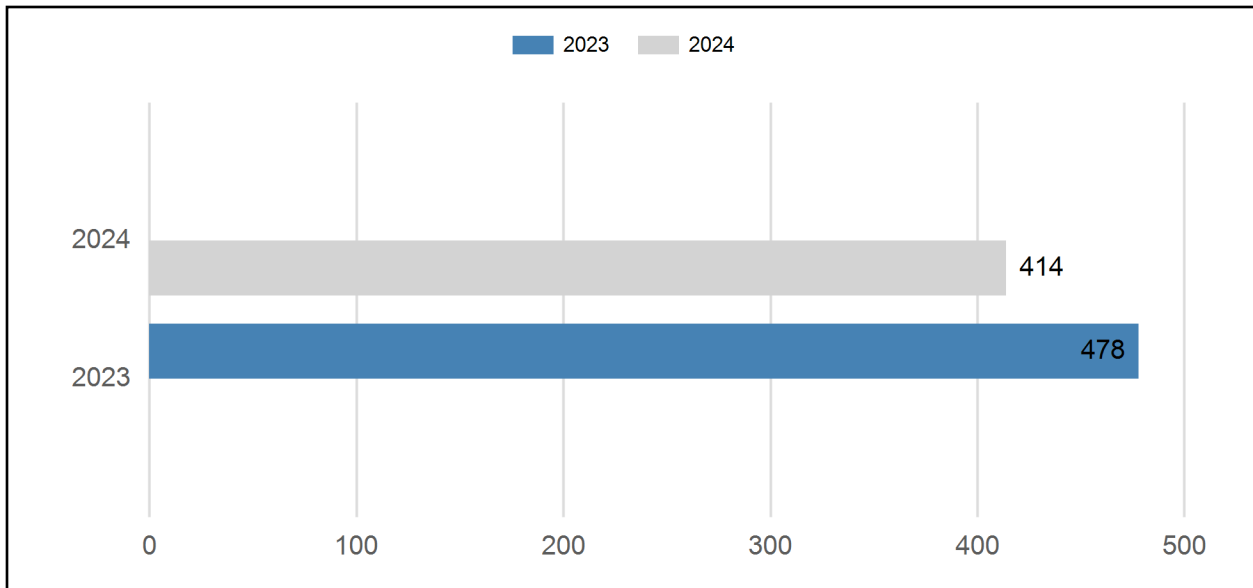
## Total Complainant Summary



Year-Quarter	Complainants (Repeat)	Complainants (New)	Total	Percent New
2024 - Qtr 1	29	34	63	54%

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

## 1st Quarter Complaint Comparison



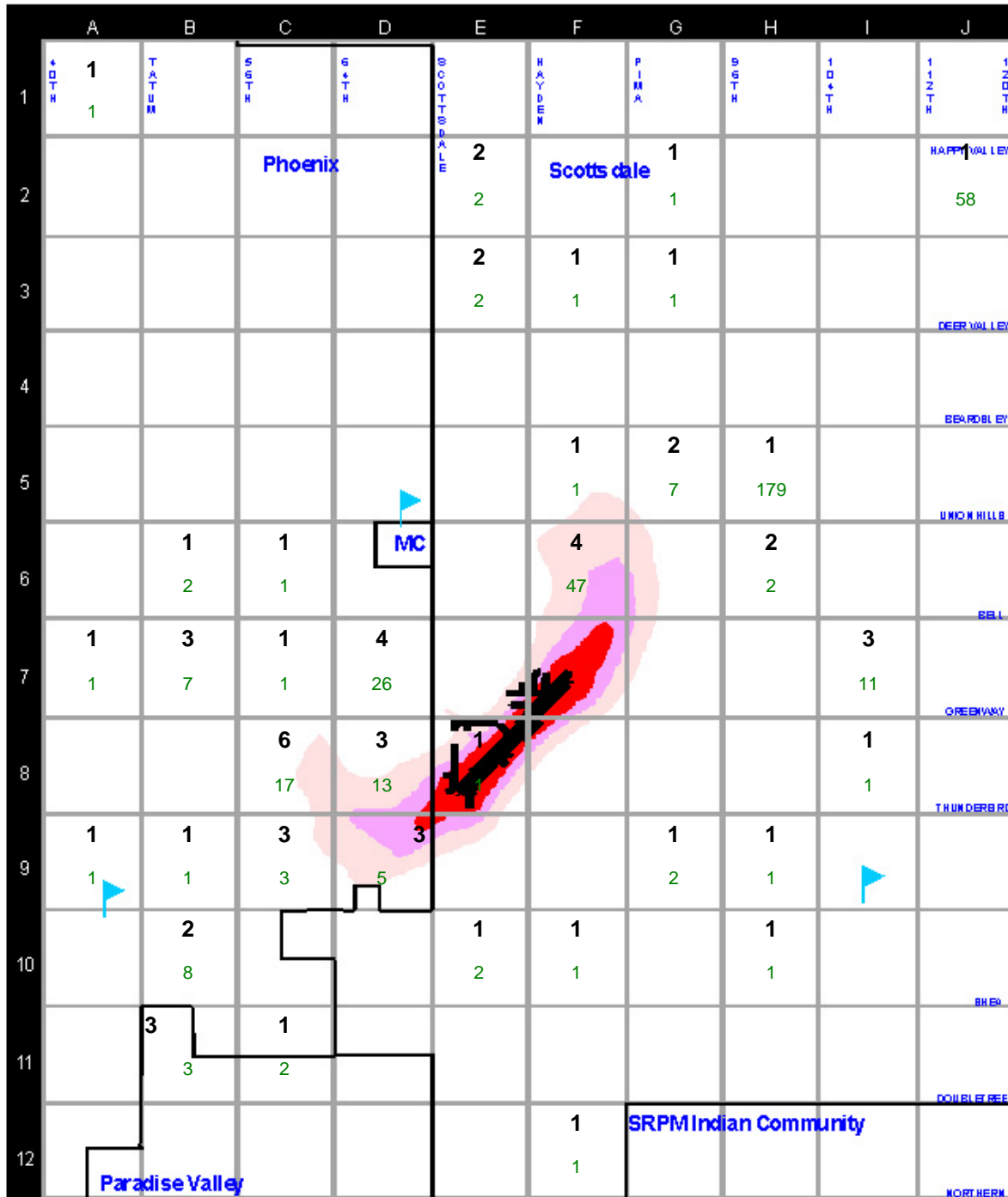
This table shows the total complaints received in the "local" area for this quarter along with a comparison of the same quarter the previous year.

# Aircraft Noise Complaint Map

Complaints and complainants within the Airport Influence Area

January 1 through March 31, 2024

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
- 60 DNL Contour
- 65 DNL Contour
- Reporting Point
- City Limits

**Complainants**

Grid Key: Complaints

## Monthly Noise Complaint History

Through March 31, 2024

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
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	31	32	43	37	33	25	22	26	24	55	50	62	440
2018 Complaints	589	550	746	622	387	189	178	209	134	292	227	30	4,153
2019 Complainants	61	37	34	76	36	27	19	23	37	25	46	41	462
2019 Complaints	262	160	190	743	223	103	83	84	168	132	179	92	2,419
2020 Complainants	39	55	48	39	42	21	39	20	24	25	36	21	409
2020 Complaints	101	130	191	121	98	96	120	66	54	73	82	62	1,194
2021 Complainants	24	27	29	41	27	27	7	14	20	38	40	46	340
2021 Complaints	45	70	106	91	257	89	12	37	114	229	391	346	1,787
2022 Complainants	24	25	34	24	15	11	16	15	16	30	20	34	264
2022 Complaints	115	71	135	225	113	51	85	152	128	195	159	155	1,584
2023 Complainants	19	15	23	16	19	8	9	11	10	18	28	24	200
2023 Complaints	228	94	156	62	81	39	33	54	75	195	174	57	1,248
2024* Complainants	28	21	32	0	0	0	0	0	0	0	0	0	81
2024* Complaints	124	149	141	0	0	0	0	0	0	0	0	0	414

\*One complainant in grid box B7 made 4,579 complaints.



## COMMISSION INFORMATION REPORT

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

**Agenda Item No:** 9

**Meeting Date:** 04/17/24

**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  
2024**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	CITY COUNCIL DATE	APPROVED
11-15-23	7-0	Recommend to City Council Adoption of Resolution No. 12991 authorizing construction contract No. IFB-072023-104 with Legacy Wireless Solutions, Inc. in the amount of \$262,270.00 for the Main Apron Lighting Upgrade project at Scottsdale Airport and; authorize a FY 2023/24 Aviation Funds Capital Contingency Budget Appropriation transfer of up to \$45,000 to be funded by Aviation Funds and; authorize a FY 2023/24 Aviation Future Grants Capital Contingency Budget Appropriation transfer of up to \$267,484 (\$254,968 Federal and \$12,516 State) to be funded by the respective grant funds. Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, <a href="mailto:cread@scottsdaleaz.gov">cread@scottsdaleaz.gov</a>	01-09-24	7-0
04-17-24	?	Recommend to City Council Adoption of Resolution No. 13102 authorizing Lease Agreement No. 2024-065-COS with Desert Aerostar, LLC for lease of General Aviation Box Hangar Space at Scottsdale Airport.	05-14-24	?

**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)  
2024**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	PLANNING, DRB, OR CITY COUNCIL	APPROVED
N/A	N/A	<p><b>Augusta One Scottsdale</b> Request by owner for approval of the site plan, landscape plan, and building elevations for a new residential healthcare facility, consisting of 120-units, on a +/- 3.0-acres site located at 7221 E. Legacy Boulevard, with Planned Regional Center and Planned Community Development (PRC PCD) zoning. 30-DR-2021#4</p>	DR	?
02-21-24	Approved 6-0	<p><b>Cosanti Commons</b> Request by owner for a Zoning District Map Amendment from Central Business (Conditional) (C-2 (C)) to Planned Unit Development, Planned-shared District (PUD PSD) Zoning with a Development Plan on a +/- 8.5 acre site located at 7000 E. Shea Boulevard for a mixed use development including +/- 239 multi-family units and existing commercial buildings. 6-ZN-2023 and 2-GP-2023</p>	PC CC	? ?
01-17-24	Not Approved 7-0	<p><b>AXON</b> Discussion and Possible Action for a Recommendation to the Planning Commission and City Council regarding case 13-ZN-2020#2, a request by owner for a zoning district map amendment from Planned Community District, Industrial Park (P-C I-1) zoning to Planned Community District with P-C comparable Planned Airpark Core, Airpark Mixed-Use - Residential (P-C PCP AMU-R) zoning to accommodate an amendment to the original development plan (13-ZN-2020) to allow for 2,552 multi-family residential units, a hotel, and retail in six five-story buildings, up to 67 feet in height, and an increase in allowed floor area ratio (FAR) from 0.8 to 1.1, on a +/- 41-acre portion of a +/- 68-acre site, located at 8300 E Axon way.</p>	PC 02-14-24	Continued TBD
?	?	<p><b>Banner Health Medical Campus</b> Request by owner for a zoning district map amendment from Planned Community Development with P-C comparable Central Business District (P-C C-2) and comparable Industrial Park District (P-C I-1) to Special Campus (S-C) District,</p>	?	?

		including development plan, for a new medical campus including full-service hospital with helipad, on a +/- 48-acre site located at 18400 N. Hayden Road.		
N/A	N/A	<b>Sky Harbor Center</b> Addition of 6,215 sf hangar storage building to existing lot with minor site work. 646-PA-2023.	?	?
?	?	<b>One Scottsdale</b> Request to amend the existing Planned Community District (P-C) with comparable Planned Regional Center (PRC) zoning, Development Plan, and Amended Development Standards approved in case 20-ZN-2002#3, along with an amendment to the Development Plan and Development Agreement.	?	?

10025666



# 2024 City Council Meeting Calendar

**JANUARY**

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

**FEBRUARY**

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

**MARCH**

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

**APRIL**

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

**MAY**

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

**JUNE**

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

**JULY**

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

**AUGUST**

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

**SEPTEMBER**

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

**OCTOBER**

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

**NOVEMBER**

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

**DECEMBER**

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

- Jan 11-MLK Dinner  
25-State of the City Address
- Feb 13-Retreat
- Mar 10-14-NLC Congressional City Conference
- Apr 16-Proposed Budget and CIP Presentation
- May 7-History Hall of Fame Ceremony  
14-Tentative Budget Adoption
- Jun 4-Final Budget Adoption  
18-Charter Officer Evaluations (3pm)  
25-Property Tax Adoption
- Aug 6-Election Day  
27-30-AZ League Annual Conference (Arizona Biltmore-Phoenix)
- Nov 1-Regular Meeting (2pm)  
5-Election Day  
12-17-NLC Summit

Revised: 09/28/23

**Key**

- Council Meeting
- Election
- Special Meeting – Charter Officer Evaluations
- No meetings will be scheduled
- Optional Additional Mtg and/or Work Study Session
- Retreat
- Events **\*\*Dates are subject to change\*\***
- City of Scottsdale Holiday





## COMMISSION ACTION REPORT

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

**Agenda Item No.:** 10

**Meeting Date:** 04/17/24

**Staff Contact:** Gary P. Mascaro,  
Aviation Director

**Phone:** (480) 312-7735

### ACTION

Review Airport Advisory Commission meeting schedule.

### PURPOSE

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

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

Action taken:

## Airport Advisory Commission Meetings 2024

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Election of Officers

By-Laws Review

Quarterly Noise Program Update

February						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

5 year Capital Improvement Program

March						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Annual AZBAA Update

April						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Five Year Financial Plan

Risk Management Update

Quarterly Noise Program Update

May						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Quarterly Noise Program Update

August						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Experience Scottsdale Update

September						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Quarterly Noise Program Update

November						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				