

SCOTTSDALE AIRPORT ADVISORY COMMISSION MEETING NOTICE AND AGENDA



Wednesday, March 11, 2015
6:00 p.m.
Scottsdale Airport Terminal Lobby
15000 N. Airport Drive, Scottsdale, AZ



AIRPORT ADVISORY COMMISSION

Steve Ziomek, Chair

Ken Casey, Vice Chair

John Celigoy

Bob Hobbi

Brad Berry

Michael Goode

William Schuckert

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: February 11, 2015

Public Comment

Citizens may address the members of the Airport Advisory Commission during Public Comment. This "Public Comment" time is reserved for citizen comments regarding non-agendized items. However, Arizona State law prohibits the Airport Advisory Commission from discussing or taking action on an item that is not on the prepared agenda.

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 1-9

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

1. Discussion and Possible Action Regarding Airport Advisory Commission By-Laws
Pursuant to the By-Laws of the Scottsdale Airport Advisory Commission, Section IV, Rules and Amendments, Paragraph 401. Amended Procedures.
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov
2. Discussion and Possible Action to recommend that City Council Adopt Resolution 10055 authorizing approval of engineering/architectural service Contract No. 2015-059-COS with Mead & Hunt, Inc.
Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, cread@scottsdaleaz.gov
3. Discussion and Possible Action to Accept the Proposed Aviation Enterprise Fund Five-Year Financial Plan
Staff contact: Shannon Johnson, Airport Mgmt. Analyst, 480-312-8475, shjohnson@scottsdaleaz.gov
4. Discussion and Input Regarding Monthly Operations Report for February 2015
Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, cread@scottsdaleaz.gov
5. Discussion and Input Regarding Monthly Financial Reports for January 2015
Staff contact: Shannon Johnson, Airport Mgmt. Analyst, 480-312-8475, shjohnson@scottsdaleaz.gov
6. Discussion and Input Regarding Public Outreach Programs and Planning Projects
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, sferrara@scottsdaleaz.gov
7. Discussion and Input Regarding Airport and Airpark Aeronautical Business Permit Additions, Cancellations or Revocations
Staff contact: Shannon Johnson, Airport Mgmt. Analyst, 480-312-8475, shjohnson@scottsdaleaz.gov
8. Discussion and Input Regarding Status of Aviation Items to City Council
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov

9. Discussion and Possible Action to Modify the Airport Advisory Commission Meeting Schedule and Commission Item Calendar
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov

Future Agenda Items

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

Adjournment



Meeting Date: 03/11/15

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Approval of Minutes – Regular Meeting
February 11, 2015

Attachment(s): 1. Draft minutes of the February 11, 2015 Regular Meeting

Action taken:



DRAFT

**SCOTTSDALE AIRPORT ADVISORY COMMISSION
PUBLIC MEETING
Scottsdale Airport Terminal Lobby
15000 N. Airport Drive, Scottsdale, AZ**

February 11, 2015

MINUTES

PRESENT: Steve Ziomek, Chairman
Ken Casey, Vice Chairman (telephonic)
Brad Berry
John Celigoy (arrived 6:06 p.m.)
Michael Goode
Bob Hobbi
William Schuckert

STAFF: Shannon Johnson, Management Analyst
Gary Mascaro, Aviation Director
Chris Read, Airport Operations Manager

GUESTS: Grace Kates, Building D, LLC
Matthew Wright, Landmark Aviation

CALL TO ORDER

Chairman Ziomek called the meeting to order at 5:02 p.m.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Chairman Ziomek led the meeting in the pledge of allegiance.

AVIATION DIRECTOR'S REPORT

Chairman Ziomek commended Aviation Director Mr. Gary Mascaro, Airport Operations Manager Mr. Chris Read, the entire Airport staff, the FBOs Landmark Aviation and Signature Flight Support on the phenomenal job they all did with the Super Bowl.

Mr. Gary Mascaro, Aviation Director, said he had no report this month.

APPROVAL OF MINUTES

1. Approval of Minutes

Regular Meeting: January 14, 2015

Commissioner Goode made a motion to approve the minutes of the January 14, 2015 regular meeting. Commissioner Schuckert seconded the motion, which carried by a vote of six (6) to zero (0). Commissioner Celigoy was not yet present.

PUBLIC COMMENT

No members of the public wished to address the Commission.

REGULAR AGENDA ITEMS 1 - 9

1. Discussion and Possible Action Regarding Application for Airpark Aeronautical Business Permit for Building D, LLC to conduct Hangar/Shade Leasing Services

Management Analyst Ms. Shannon Johnson presented application, noting that Building D, LLC is seeking ratification of their permit to conduct hangar and shade leasing services in the Airpark and that Ms. Grace Kates was in attendance from the company. At the invitation of Chair Ziomek Ms. Kates gave a brief description of the operations.

Commissioner Schuckert made a motion to recommend ratification of the Airpark aeronautical business permit for Building D, LLC to conduct hangar/shade leasing services. Commissioner Goode seconded the motion, which carried by a vote of six (6) to zero (0). Commissioner Celigoy was not yet present.

2. Discussion and Input Regarding Super Bowl Recap

Mr. Mascaro said the Super Bowl event went spectacularly well at the Airport. He showed slides of the big weekend. Over 1,189 operations were conducted at the Airport from Thursday, January 29 through Monday, February 2. Over a thousand aircraft were parked at the Airport during the event. Scottsdale was by far the busiest airport in the Valley with close to 1200 operations while the corporate aviation section of Sky Harbor had 561 operations.

Discussing traffic patterns, Mr. Mascaro explained that Signature had slowed down on reservations as they thought their ramp space was at capacity. Landmark did not. Signature reopened reservations a few days before the weekend. Apron space was equally divided between the two FBOs for the weekend. He elaborated that Signature had used mapping software to calculate parking, whereas Landmark did not. Both FBOs brought in team members from around the country with previous Super Bowl experience. He was not aware of any flights being turned away. They never ran out of PPR reservations.

Mr. Mascaro noted a significant increase in fuel flowage compared to the same weekend in January 2014. He commented that they had a record number of larger aircraft at the Airport. On the Friday, which was the busiest day in terms of arrivals, some flights had to land at other airports and then move over to Scottsdale later because they had reserved departure slots for Monday. The reservation program in fact benefitted the FBOs, as without it, those aircraft would have stayed wherever they landed.

Commissioner Hobbi asked what Mr. Mascaro attributes the heavy traffic at Scottsdale to. Mr. Mascaro replied that he sees a number of factors. Ms. Ferrara had made tireless marketing efforts to promote Scottsdale Airport. The Airport worked closely with the FBOs. Also they decided to start the PPR program on the Sunday where the other Valley airports started theirs on the Thursday. Most of the visitors stayed at hotels and resorts in northern Scottsdale so that proximity was an additional advantage.

Chairman Ziomek asked how the helicopter service to the stadium went. Mr. Mascaro said overall it went very well.

Mr. Mascaro added that they estimate the aircraft parked at Scottsdale to be worth \$2.5 billion. Landmark provided an economic impact estimate of their clients' spending on limos, car rentals, restaurants and hotels. He added that the fees paid directly to the Airport over the weekend to be approximately \$118,000. This does not include all the fees and is a very conservative number. He reminded the Commissioners that they had supported giving a month's rental credit to the based tenants and commented that this cost of \$5,000 was well spent.

Mr. Mascaro commended all the Airport staff for their hard work and extra efforts to ensure the success. Everyone is very pleased with how things went at the Airport. Having a full-time dedicated liaison between the Airport and the tower was critical to the success; this is a lesson for any airport for future similar events.

Mr. Mascaro displayed photos of staff members at work throughout the event, paying tribute and sharing anecdotes from the weekend.

The one difficulty encountered was with the preferred caterer for the event. Late on the Sunday evening the deliveries broke down. Ciao Baby stepped into the breach on Monday morning despite having catered a large party on the Sunday. Mr. Mascaro said they did a fantastic job and that the most important concerns of FBO customers are car rentals and food. Both the FBOs were extremely impressed and have since announced that Ciao Baby is their preferred catering service. The regional vice presidents of both the FBOs have sent their personal thanks to Ms. Maza for saving the day.

Mr. Mascaro said during the event a lot of video footage was shot, including interviews with pilots. They plan to assemble a video showcasing the Super Bowl experience at Scottsdale Airport. He screened a short video currently on the Airport website.

Mr. Michael Bidwell, President of the Cardinals, visited the Airport in person on the Monday, took a tour to personally thank everyone who was working, and tweeted a photo of himself at the Airport through the Cardinals Twitter account.

Mr. Mascaro concluded that the event was extremely successful for the Airport thanks to their partners Landmark Aviation, Signature Flight Support, and the FAA. The PPR system ran beautifully and there were no delays. Over 32 departures per hour took place. The FAA actually chose to slow down other airports in order to keep things running smoothly at Scottsdale. Mr. Bidwell relayed that Mr. Kraft, the owner of the New England Patriots had contacted him to say that the Airport and the FBOs had done an absolutely fantastic job. They have never experienced a comparable level of service at any other Super Bowl.

Chairman Ziomek invited Mr. Matthew Wright of Landmark Aviation to address the meeting. Mr. Wright praised Mr. Mascaro and Airport staff for developing the PPR system, which was very user-friendly and allowed them to get planes off on time or even ahead of schedule. He praised the FAA for listening to the FBOs' concerns and checking with the FBOs regularly throughout the week. He discussed how Landmark prepared, noting that the company has been involved in four out the last five Super Bowls at different cities. Their corporate Super Bowl Planning Team started work about ten months before the event. The general manager at Dulles International Airport, Mr. John Hovis, is a key leader with extensive experience of Super Bowls and presidential inaugurations. The vice president of marketing and the regional vice president were also involved. The team that came to Scottsdale had prior experience of high volume events and were drawn from busy airports around the country.

Mr. Wright attributed much of Landmark's success to the efforts of the three tow teams who worked non-stop to move aircraft and maximize ramp space. The overall success is a testament to the strong partnerships between both the FBOs, the City and the FAA. He expressed gratitude to Signature for agreeing to give them some extra ramp space on the Saturday.

They were fortunate to have good weather on the Sunday and Monday so flights were able to leave without difficulty for their destinations. Mr. Wright noted that the bad weather on the Friday led to 15 to 20 cancelations.

Mr. Wright said he created a flyer showing key economic impact statistics, although this is still being finalized. Chairman Ziomek announced that Scottsdale had 48 percent of all Valley operations, even with the weather on the Friday.

Mr. Wright said the biggest challenge they had faced was the problem with their preferred caterer. On Monday morning when it became apparent that orders were not being delivered he contacted Ms. Maza and she agreed to step into the breach. Dedicated Landmark staff went to each aircraft to ask if they had a catering order. He remarked that because departures were being cleared so promptly it was even more challenging to provide food to the flights. He expressed extreme gratitude to Ciao Baby/Zulu Caffé for helping out. They have now made Ciao Baby their preferred caterer.

3. Discussion and Possible Action to Adopt Resolution No. 10032 and Authorize Contract 2015-046-COS, a Compliance Agreement with U.S. Customs and Border Protection and the United States Department of Agriculture, to Continue Handling Regulated Garbage at Scottsdale Airport

Ms. Johnson explained that the current compliance agreement needs to be updated. Like all U.S. airports, they are required to handle regulated garbage from flights originating outside the U.S. and Canada. The USDA oversees regulated garbage.

In practical terms, Airport Operations staff take possession of regulated garbage as incoming flights clear customs. It is stored in a locking container and Stericycle picks it up within 72 hours.

Commissioner Schuckert made a motion to adopt Resolution No. 10032 and authorize contract 2015-046-COS, a compliance agreement with U.S. Customs and Border Protection and the United States Department of Agriculture to continue handling regulated garbage at Scottsdale Airport. Commissioner Goode seconded the motion, which carried by a vote of six (6) to zero (0). Commissioner Celigoy was not yet present.

4. Discussion and Input Regarding Monthly Operations Report for January 2015

Mr. Read presented the monthly operations report for January.

Revenue from the U.S. Customs service fiscal year to date is \$236,050 and expenses are \$150,759. There were 96 uses in January.

Chairman Ziomek shared that when he spent some time with Officer Kennedy on the Thursday before Super Bowl they were expecting 18 arrivals to clear customs, so the officers were very busy.

Vice-Chair Casey requested details about an incident where a Lear 45 had its windshield broken by use of excessive thrust by another aircraft. Mr. Read said it is not clear whether debris was thrown up to cause this damage.

5. Discussion and Input Regarding Monthly Financial Reports for December 2014

Ms. Johnson presented the monthly financial report for December 2014. Revenues for December were up 40 percent compared to December 2013. Expenses were also up. The Aviation Fund cash balance was almost \$11.1 million at December 31.

Jet fuel sales were up 68.2 percent of fuel flowage and avgas was at 2.5 percent.

Chairman Ziomek inquired whether the Governor's recent announcement to move \$15 million from the Aviation Trust Fund into the State's General Fund will affect Scottsdale.

Mr. Mascaro replied that it will affect the Airport because the Aviation Trust Fund is used to provide grant funding for airports. However at this point they are uncertain what the impact will be.

Chairman Ziomek asked if there is anything the Commission can do to let City Council know they are not in favor of this development. Mr. Mascaro said the Commission does not need to do anything because the Government Relations Office reports directly to the City Manager and provides these updates to City Council. Council has already submitted a request to the Governor. Mr. Mascaro added that all the state's aviation groups have already opposed this move.

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

In the absence of Ms. Ferrara, Mr. Mascaro commended her and Ms. Johnson for their work to create personalized welcome packages for the VIP visitors which they personally delivered. He noted that Officer Kennedy had allowed them to present these to some of the visitors clearing the customs service. Ms. Johnson said this initiative was very well received by everyone who received a package.

Mr. Mascaro noted that Ms. Ferrara had achieved a lot of media coverage for the Airport around the Super Bowl. She had just made a report to real estate agents at Caldwell Bankers.

The Airport Master Plan update will be presented at the April meeting for final draft review and approval.

Two voluntary curfew letters were sent in January and there were two Planning Department projects impacting the Scottsdale Airport.

Chairman Ziomek inquired about any noise complaints associated with the Super Bowl. Mr. Mascaro was aware of one complaint that was received, but staff is still compiling the data.

7. Discussion and Possible Action Regarding Airport and Airpark Aeronautical Business Permit Additions, Cancellations or Revocations

Ms. Johnson stated that the only change is the Building D application approved earlier tonight for the Airpark.

8. Discussion and Input Regarding Status of Aviation Items to City Council

Mr. Mascaro reported that City Council unanimously approved the rental credit for aircraft parking for January which the Commission had recommended. This will cost about \$5,000. The tenants appreciated this gesture. No other Valley airport even considered taking such an action.

Mr. Mascaro said staff will make a ten-minute presentation to City Council regarding the Airport Master Plan on May 12th and encouraged the Commissioners to attend. This will be a regular agenda item.

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

Commissioner Celigoy arrived.

Chairman Ziomek noted that some Commissioners preferred to start the meeting at 6:00 p.m. Commissioner Goode commented that starting earlier had seemed like a good idea at the time they discussed it. Chairman Ziomek asked the reporter if changing the meeting time back to 6:00 p.m. would be an issue and she confirmed that it would not.

Chairman Ziomek made a motion to hold the March meeting of the Airport Advisory Commission at 6:00 p.m. Commissioner Goode seconded the motion, which carried by a unanimous vote of seven (7) to zero (0).

Mr. Mascaro noted that at the next meeting the Commission could amend the bylaws to effect a permanent change to the meeting time.

FUTURE AGENDA ITEMS

None noted.

ADJOURNMENT

With no further business to discuss, being duly moved and seconded, the meeting adjourned at 6:08 p.m.

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COMMISSION ACTION REPORT

Discussion and Possible Action Regarding Airport Advisory
Commission By-Laws

Agenda Item No.: 1

Meeting Date: 03/11/15

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Discussion and Possible Action regarding Airport Advisory Commission By-Laws.

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

This has been a request by the Commissioners to formally change Article II, 202 start time from 5:00 p.m. to 6:00 p.m.

Attachment(s): 1. Current By-Laws of the Airport Advisory Commission

Action Taken:

BY-LAWS OF THE SCOTTSDALE AIRPORT ADVISORY COMMISSION

I. ORGANIZATION

101. Elections

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

102. Chair

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

103. Vice-Chair

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

104. Vacancy

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

105. Subcommittees

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

106. Legal Counsel

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

II. MEETINGS

201. Study Sessions

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

202. Regular Meetings

Regular meetings of the Commission shall be held on the second Wednesday of each month immediately following the study session, unless otherwise scheduled by majority vote of its members. In the event the Commission desires not to hold the preceding study

session, the regular meeting shall begin at 5:00 p.m., unless otherwise scheduled by majority vote of its members.

203. Special Meetings

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

204. Executive Session

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

205. Quorum

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

206. Absence of the Chair and Vice-Chair

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

207. Member Attendance

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

208. Public Comment, Presentations, Time Limitations

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

209. Agenda Items

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

210. Conflict of Interest

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

211. Abstention

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

III. OFFICIAL RECORDS

301. Definition

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

302. Recording of Vote

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

303. Retention of Files

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

304. Public Record

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

IV. RULES AND AMENDMENTS

401. Amendment Procedure

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

402. Copy of By-Laws

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

403. Robert's Rules of Order

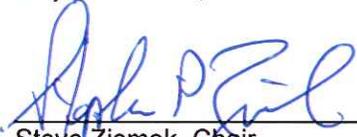
When any question of parliamentary procedure arises, it shall be decided on the basis of Robert's Rules of Parliamentary Procedure, unless otherwise specified in these by-laws of the Commission.

404. Written Communications

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

405. Interpretation and Conflict

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



Steve Ziomek, Chair
Airport Advisory Commission

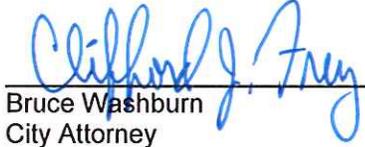
Date 1/20/15



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

Date 1/20/15

APPROVED AS TO FORM:



Bruce Washburn
City Attorney

Date 2/6/15

By Clifford J. Frey
Senior Assistant City Attorney



COMMISSION ACTION REPORT

Adopt Resolution No. 10055 Authorizing Contract No. 2015-059-COS with Mead & Hunt, Inc. to provide Engineering and Architectural Services at Scottsdale Airport

Agenda Item No.: 2

Meeting Date: 03/11/15

Staff Contact: Chris Read,
Airport Operations Manager

Phone: (480) 312-2674

ACTION

Airport Advisory Commission considers recommending to City Council, Adoption of Resolution No. 10055 and Authorization of Contract No. 2015-059-COS with Mead & Hunt, Inc. to provide Engineering and Architectural Services at Scottsdale Airport.

PURPOSE

This contract will provide for professional airport design and construction administration services at Scottsdale Airport for 5 specific projects. These include: replacing aircraft parking apron pull-boxes, installing erosion/wildlife mitigation in the runway safety area/retention basin, Delta parking apron rehabilitation, taxiway Alpha rehabilitation and the terminal area building redevelopment.

KEY CONSIDERATIONS

- The Aviation and Purchasing Divisions were responsible for the preparation of the Request for Qualifications (RFQ) and the solicitation of qualified airport engineering firms from across the country.
- Three (3) firms submitted statements of qualification (SOQ).
- The RFQ Selection Committee included 4 (four) members. 2 (two) members were from the City's Aviation staff, 1 (one) member was from the City's Capital Project Management staff and the final member was a retired airport manager.
- The Selection Committee selected Mead & Hunt, Inc. as the most qualified firm using a points-based system.
- A reasonableness of cost review was conducted by a third party to ensure that the hourly rates of the prime contractor and key subcontractors are comparable to industry rates in Arizona. **To be provided no later than 6 P.M. on March 11, 2015**
- Furthermore, as the individual projects come forth, each "Authorization of Service" for design and construction administration will be compared with an Independent Fee Estimate to ensure that costs are reasonable.

Attachment(s): 1. Draft Resolution No. 10055
2. Draft Contract No. 2015-059-COS

Action Taken:

RESOLUTION NO. 10055

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT NO. 2015-059-COS, A CONTRACT FOR PROFESSIONAL AIRPORT ENGINEERING & ARCHITECTURAL SERVICES AT SCOTTSDALE AIRPORT.

WHEREAS, the City of Scottsdale requires the services of a qualified engineering firm to conduct its critical airport development projects; and

WHEREAS, on December 23, 2015 the City issued a Request for Qualifications (“RFQ”) to solicit qualified engineering and architectural firms to design and manage 5 specific airport improvement projects, including; replacing aircraft parking apron pull boxes, installing erosion protection/wildlife mitigation in runway safety areas and retention basin, delta aircraft parking apron rehabilitation, taxiway alpha rehabilitation and terminal area building redevelopment; and

WHEREAS, three firms submitted responsive proposals to the RFQ and those proposals were subsequently evaluated by a committee comprised of three members from City staff and 1 member who is a retired airport manager; and

WHEREAS, The committee selected Mead & Hunt, Inc as the most qualified firm; and

WHEREAS, on March 11, 2015 the Airport Advisory Commission unanimously recommended approval of Mead & Hunt, Inc.; and

WHEREAS, the City desires to enter into an agreement with Mead & Hunt, Inc. for the professional engineering services described above; and

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

Section 1. That the Mayor of the City of Scottsdale is hereby authorized and directed to execute agreement No. 2015-059-COS, a contract for professional airport engineering and architectural services with Mead & Hunt, Inc.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 14th day of April, 2015.

ATTEST:

CITY OF SCOTTSDALE,
an Arizona municipal corporation

Carolyn Jagger, City Clerk

W. J. “Jim” Lane, Mayor

APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By: Cliff Frey
Senior Assistant City Attorney



CITY OF SCOTTSDALE

ENGINEERING/ARCHITECTURAL SERVICES CONTRACT

SOLICITATION NO. 15RQ001

CONTRACT NO. 2015-059-COS

THIS CONTRACT, entered into this ____ day of _____, 2015, between the City of Scottsdale, an Arizona municipal corporation, the "CITY" and Mead & Hunt, Inc., a Wisconsin Corporation, the "ENGINEER."

RECITALS

- A.** The Mayor of the City of Scottsdale is authorized by provisions of the City Charter to execute contracts for professional services; and
- B.** The City intends to contract for Engineering and Architectural services with Mead & Hunt, Inc, for various projects at the Scottsdale Airport; and
- C.** The Engineer is qualified to render the services desired by the City.

FOR AND IN CONSIDERATION of the parties' mutual covenants and conditions, it is agreed between the City and the ENGINEER as follows:

1.0 Description, Acceptance, Documentation

1.1 Scope of Services

The Engineer shall act under the authority and approval of the Contract Administrator to provide the Engineering & Architectural services required by this Contract.

The Engineer shall do, perform and carry out in a satisfactory and proper manner, as determined by the City, the services generally outlined below and specifically indicated in future Authorization of Services agreed upon by the City.

The Engineer may utilize the services of Subcontractors when such services are warranted and previously agreed upon in writing by the City.

The Engineer must obtain all necessary information to complete the tasks requested by the City.

1.2 General Services

The Engineer shall render services as the City's professional Airport Engineer, giving consultation and advice as needed. The Engineer shall provide general project administration, fiscal planning and management services, including but not limited to, consultation regarding priority determination, funding sources and scheduling of work for the design and construction of airport development and maintenance projects.

1.3 Airport Engineering/Architectural Services

The Engineer shall assist the City with all aspects of design and construction administration for the following 5 (five) projects:

- a. Aircraft Parking Apron Pull Box Replacement
- b. Installation of Erosion Protection/Wildlife Mitigation in the Runway Safety Area/Retention Basin
- c. Delta Aircraft Parking Apron Rehabilitation
- d. Alpha Taxiway Rehabilitation
- e. Terminal Area Building Redevelopment

The engineer shall also assist in determining the extent of engineering projects and shall perform the phases of preliminary design, final design, and participate with the City's Purchasing Department with the bidding process or negotiation and construction supervision.

1.4 Authorization of Services

Prior to initiating any work requested under Sections 1.1, 1.2 and 1.3 above, the Engineer and City must execute an Authorization of Services as specified within each of these sections. The Contract Administrator shall approve all Authorization of Services. One or more separate Authorization of Services will be prepared for each engineering project and when signed by the parties, becomes a part of this Contract. Each Authorization of Services shall set forth, in addition to the specific services to be performed in connection with that project, the time limits within which such services are to be performed, and compensation to be paid the Engineer for its services, and any and other special conditions or provisions which apply to the subject project and are not addressed elsewhere in this Contract.

1.5 Responsibility of the Engineer

The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all services provided by the Engineer under this Contract. The time spent for each task shall be recorded and submitted to the Contract Administrator. The Engineer shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such material available at all reasonable times during the contract period.

1.6 Responsibility of the City

The City shall cooperate with the Engineer by making a diligent effort to provide available items reasonably necessary for the Engineer to be able to provide its services, including all previous plans, drawings, specifications and design and construction standards; assistance in obtaining necessary access to the public and private lands; legal, accounting, and insurance information required for various projects; and necessary permits and approval of governmental authorities or other individuals.

1.7 Acceptance and Documentation

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Engineer for timely completion of the tasks specified in Sections 1.1, 1.2, 1.3, and 1.4 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Engineer.

2.0 Fees and Payments

2.1 Compensation

All compensation for services rendered by the Engineer and/or its Subcontractors shall be based upon criteria established below which relate to the type of services provided and must be billed through the primary Engineer.

2.1.1 Hourly Rates

The Engineer's certified hourly rate schedule is attached hereto as Exhibit "B" and incorporated herein by this reference. Subcontractors shall provide the City with certified hourly rate schedules, which City may approve within its sole discretion, prior to rendering any services under the Contract. The City may have third party evaluations conducted to ensure the hourly rates are consistent with industry standards. Such hourly rate schedules will establish a certified billing rate for each employee category, which includes direct salary, overhead and profit and shall constitute the full and complete compensation per hour of services performed by the Engineer. The City based upon submittal of expense reports and/or receipts if requested shall reimburse eligible expenses. All eligible expenses will be outlined and generally approved by the City beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the City.

2.1.2 Hourly Rate Increases

The Engineer and any Subcontractors may submit revised hourly rate schedules for approval thirty (30) days prior to each anniversary date of the Contract. Failure to do so may result in the denial of any increase requested. The Contract Administrator and Purchasing Director must approve any revised hourly rates in writing. Rate increases will become effective on later of the approval dates by the Contract Administrator and the Purchasing Director.

Approved rate increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate shall be based upon mutual consent of the Engineer and the Contract Administrator; however, the Contract Administrator shall evaluate the Engineer's performance, services, and records documentation to determine the appropriateness of the increase requested. Third party evaluations may be conducted by the Contract Administrator to ensure rate increases are consistent with industry standards.

The percentage increase in the unit pricing may not exceed the percent change in the Employment Cost Index for total compensation, for civilian workers, by occupational group and industry (not seasonally adjusted) for the Percentage Change from the previous twelve (12) months, as published by the U.S. Department of Labor Statistics.

2.1.3 General Services

Compensation for general services authorized by the City shall be based on the approved hourly rates schedules, calculated using actual hours and expenses incurred by the Engineer and/or Subcontractors. The City based upon submittal of expense reports and/or receipts if requested shall reimburse eligible expenses. All eligible expenses will be outlined and generally approved by the City beforehand and will include only non-overhead items directly related to the services performed, such as, but not limited to, transportation, subsistence, reproduction of documents, computer costs, and all purchases which become the property of the City.

2.2 Payment Approval

The time spent for each task must be recorded and submitted to the Contract Administrator. The Engineer must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the Contract period.

Monthly payments will be made to the Engineer on the basis of a progress report submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator will prepare a partial payment request document for the Engineer's acceptance. However, not more than 90% of the total Contract price will be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis.

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

All billing will be to the Scottsdale Airport, 15000 North Airport Drive, 2nd Floor, Scottsdale, AZ 85260.

2.2.1 Payment Terms

The City of Scottsdale's payment terms for engineering work under State of Arizona A.R.S. Title 34 requirements is 14 days after invoice submittal by the Engineer and the work is certified and approved by the City Contract Administrator.

The City of Scottsdale's payment terms for engineering work that does not qualify under State of Arizona A.R.S. Title 34 requirements is 30 days after invoice submittal by the engineer and the work is approved by the City Contract Administrator.

The City has 7 days after receipt of the invoice to prepare and issue a written finding setting forth those items in detail which are not approved for payment under the Contract and which are not certified by the City Contract Administrator. Until such time as such issues are resolved and certified by the City the 14 day payment term will not have commenced.

3.0 General Terms and Conditions

3.1 Contract Administrator

The Contract Administrator for the City will be Chris Read, or designee. The Contract Administrator will oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer must submit all reports and special requests through the Contract Administrator. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

3.2 Term of Contract and Extension

The Term of the Contract is for one (1) year.

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

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

This Contract is in full force and effect when it is signed by the City and the Engineer.

If any tasks remain incomplete after the completion time period, the Contract Administrator must give written approval to continue the Contract.

3.3 Termination or Cancellation of Contract

The City may terminate this Contract or abandon any portion of the project that has not been performed by the Engineer.

Termination for Convenience: The City has the right to terminate this Contract or any part of it for its sole convenience with 30 days written notice. If terminated, the Engineer must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Engineer will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the Engineer and the City, based on the Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation will be based on this determination. The City will make this final payment within 60 days after the Engineer has delivered the last of the partially completed items. The Engineer will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Engineer's suppliers or Subcontractors, which the Engineer could reasonably have avoided.

Cancellation for Cause: The City may also cancel this Contract or any part of it with 7 days' notice if the Engineer defaults, or if the Engineer fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator and failure to provide the City, upon request, with adequate assurances of future performance are all causes allowing the City to terminate this Contract for cause. Upon cancellation for cause, the City will not be liable to the Engineer for any amount, and the Engineer will be liable to the City for all damages sustained by the default which caused the cancellation.

If the Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately after giving notice to the Engineer.

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

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

The Engineer must appraise the work it has completed and submit its appraisal to the City for evaluation.

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

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

3.4 Funds Appropriation

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

3.5 Audit

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

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

The Engineer must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written Contract between the Engineer and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Engineer to the City in excess of 1% of the total Contract billings, the actual cost of the City's audit must be reimbursed to the City by the Engineer. Any adjustments and payments made as a result of the audit or inspection of the Engineer's invoices and records will be made within a period of time not to exceed 90 days from presentation of the City's findings to the Engineer.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

3.6 Ownership of Project Documents

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

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the City concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. The City will release the Engineer from any liability for the preparation of final construction plans by others.

3.7 Completeness and Accuracy

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

3.8 Attorney's Fees

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees, reasonable costs and expenses as determined by the court sitting without a jury. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

3.9 Successors and Assigns

This Contract will be binding upon the Engineer, its successors and assigns, including any individual, or other entity with or into which the Engineer may merge, consolidate, or be liquidated, or any individual or other entity to which the Engineer may sell or assign its assets.

3.10 Assignment

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

3.11 Subcontractors

The Engineer may engage any additional Subcontractors as required for the timely completion of this Contract. If the Engineer subcontracts any of the work required by the Contract, the Engineer remains solely responsible for fulfillment of all the terms of this Contract.

The Engineer will pay its Subcontractors within 7 calendar days of receipt of each progress payment from the City. The Engineer will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Engineer will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the Engineer. No Contract between the Engineer and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

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

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

3.12 Alterations or Additions to Scope of Services

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

3.13 Modifications

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

3.14 Conflict of Interest

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

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

The Engineer will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the City's publication of documents for bidding.

3.15 Force Majeure

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

3.16 Taxes

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

3.17 Advertising

No advertising or publicity concerning the City's use of the Engineer's services will be undertaken without first obtaining written approval of the Contract Administrator.

3.18 Counterparts

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

3.19 Entire Agreement

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

3.20 Arizona Law

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

3.21 Equal Employment Opportunity

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

No Preferential Treatment or Discrimination:

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

3.22 Compliance with Federal and State Laws

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

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

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

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

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

The City will not consider the Engineer or any of its subcontractors in material breach of this Contract if the Engineer and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

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

3.23 Compliance with Americans with Disabilities Act

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

3.24 Evaluation of Engineer's Performance

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

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (line work, lettering, etc.)
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

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

3.25 Notices

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

On behalf of the Engineer:

On behalf of the City:

Scottsdale, AZ 85251

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

3.26 Independent Contractor

The services the Engineer provides to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.27 Ineligible Bidder

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

3.28 Indemnification

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

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

4.0 Insurance

A current Acord Certificate is acceptable.

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

Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

- A. General: The Engineer agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Engineer, the Engineer must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to City. Failure to maintain insurance as required may result in cancellation of this Contract at the City's option.

- B. No Representation of Coverage Adequacy: By requiring insurance, City does not represent that coverage and limits will be adequate to protect the Engineer. The City reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Engineer from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: The Engineer must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the City of Scottsdale, unless specified otherwise in this Contract.

- D. Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Engineer is solely responsible for any deductible or self-insured retention amount and the City, at its option, may require the Engineer to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Engineer must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Engineer in this Contract. The Engineer is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Contract, the Engineer must furnish the Contract Administrator with Certificate(s) of Insurance, or formal endorsements issued by the Engineer's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Engineer's must forward renewal Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions endorsed to the Engineer's policy:

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

4.2 Required Coverage

- A. Commercial General Liability: The Engineer must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be “follow form” equal or broader in coverage scope than the underlying insurance.
- B. Professional Liability: The Engineer must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose acts, mistakes, errors and omissions the Engineer is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. If the Professional Liability insurance policy is written on a “claims made” basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Engineer must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
- C. Vehicle Liability: The Engineer must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on the Engineer’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer’s work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than the underlying insurance.
- D. Workers Compensation Insurance: The Engineer must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Engineer’s employees engaged in the performance of work or services under this Contract, and must also maintain Employers’ Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

5.0 Software Licenses

If The Engineer provides to the City any software licenses, the following provisions apply:

5.1 Source Code Availability

- A. The Engineer must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
1. The Engineer becomes insolvent; or
 2. The Engineer ceases to conduct business; or
 3. The Engineer makes a general assignment for the benefit of creditors; or
 4. A petition is filed in Bankruptcy by or against the Engineer.

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- B. Use of the Source Code must be subject to the same restrictions as the Software itself.
- C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 5.1(B).

5.2 Proprietary Protection

- A. The City agrees that if the Engineer informs the City that the Software is confidential information or is a trade secret property of the Engineer; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.
- B. The Engineer must not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.
- C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of 7 years after termination of this Contract and of all licenses granted by this Contract, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of

Court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Engineer must reimburse the City for the full cost of the City's refusal to release the information, including the costs of litigation, the City's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 Non-Infringement

The Engineer warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the City asserting or involving such an allegation, the Engineer will defend, at the Engineer's expense, and will indemnify and hold harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the Engineer's opinion the Software is likely to become the subject of a claim of infringement, the Engineer will, at its option and its expense:

1. Procure for the City the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5 year period, commencing on the date of acceptance.

5.4 Third Party License

The Engineer must sublicense to the City any and all third party Software required in this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, it will be the Engineer's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City's acceptance of the third party license terms will not be unreasonably withheld.

6.0 Severability and Authority

6.1 Severability

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

6.2 Authority

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

7.0 Request For Taxpayer I.D. Number & Certification I.R.S. W-9 Form

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

The City of Scottsdale by its Mayor and City Clerk have subscribed their names this ____ day of _____, 201__.

CITY OF SCOTTSDALE
an Arizona Municipal Corporation

ATTEST:

W.J. "Jim" Lane
Mayor

Carolyn Jagger
City Clerk

ENGINEER:

By: _____

Its: _____

RECOMMENDED:

Derek E. Earle
City Engineer

Katherine Callaway
Risk Management Director

Chris Read
Contract Administrator

APPROVED AS TO FORM:

Bruce Washburn, City Attorney
By: Cliff Frey

EXHIBIT A - FAA CLAUSES
For Professional Services (A/E) Contracts

FAA Clauses

For Professional Services (A / E) Contracts

Exhibit A

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

 - a. Withholding of payments to the contractor under the contract until the contractor complies,
and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

- 1.6 Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Application

Required in all contracts and subcontracts

Reference

49 CFR Part 21
AC 150/5100-15

CIVIL RIGHTS - GENERAL

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

General Civil Rights Provisions

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property

Application

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights – Title VI provisions.

Reference

49 USC § 47123

CIVIL RIGHTS – TITLE VI ASSURANCES

Appropriate clauses from the Standard DOT Title VI Assurances must be included in all contracts and solicitations. The clauses are as follows:

- 1) Title VI Solicitation Notice
- 2) Title VI Clauses for Compliance with Nondiscrimination Requirements.
- 3) Title VI Required Clause for Land Interests Transferred from the United States
- 4) Title VI Required Clause for Real Property Acquired Or Improved by the sponsor subject to the nondiscrimination Acts and Regulations.
- 5) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
- 6) Title VI List Of Pertinent Nondiscrimination Statutes And Authorities

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI Clauses for Deeds Transferring United States Property

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (**Title of Sponsor**) will accept title to the lands and maintain the project constructed thereon in accordance with (**Name of Appropriate Legislative Authority**), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (**Title of Sponsor**) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (**Exhibit A attached hereto or other exhibit describing the transferred property**) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (**Title of Sponsor**) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (**Title of Sponsor**), its successors and assigns.

The (**Title of Sponsor**), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (**Title of Sponsor**) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the

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absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (**Title of Sponsor**) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

- 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (**Title of Sponsor**) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (**Title of Sponsor**) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (**Title of Sponsor**) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (**Title of Sponsor**) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (**Title of Sponsor**) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (**Title of Sponsor**) will there upon revert to and vest in and become the absolute property of (**Title of Sponsor**) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Application

The sponsor must insert the **Title VI Solicitation Notice** in:

- 1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and
- 2) All proposals for negotiated agreements regardless of funding source

The Sponsor must insert the **Title VI required contract clause** and the **Title VI list of Pertinent Nondiscrimination Statutes and Authorities** in every contract or agreement, unless the sponsor has determined and the FAA has agreed, that the contract or agreement is not subject to the nondiscrimination Acts and the Regulations.

The sponsor must insert the clauses of **Title VI Clauses for Deeds Transferring United States Property**, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

The sponsor must include the **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, Or Program**, the **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**, and the **Title VI List of Pertinent Nondiscrimination Authorities**, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties:

- 1) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- 2) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

Title VI Solicitation Notice (Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration.)

Title VI Clauses for Compliance with Nondiscrimination Requirements (Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Title VI Clauses for Deeds Transferring United States Property (Source: Appendix B of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (Source: Appendix C of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
(Source: Appendix D of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Title VI List of Pertinent Nondiscrimination Authorities
(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Application

Incorporate in all contracts funded under AIP

Reference

Airport and Airway Improvement Act of 1982, Section 520
Title 49 47123
AC 150/5100-15, Para. 10.c.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

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Project Name: Airport Engineering/Architectural Services

Project No: 15RQ001

(Revised 12/18/14 Doc #8399677-v17)

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements

Application

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000. (Note that the 2 CFR 200 will raise this level to \$150,000)

Reference

49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. **Overtime Requirements.**
No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.**
In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.
3. **Withholding for Unpaid Wages and Liquidated Damages.**
The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

Application

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000

Reference

2 CFR § 200 Appendix II (E)

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

Application

The contract agreement that ultimately results from this solicitation is a “covered transaction” as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”.

Incorporate in all contracts and subcontracts that exceed \$25,000

Reference

2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

Application

The Disadvantaged Business Enterprise requirements found in 49 CFR part 26, apply to all AIP-funded projects and must be included in all contracts and subcontracts. This includes both project with contract goals and project relying on race/gender neutral means.

Reference

49 CFR Part 26

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

Application

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

Reference

29 USC § 201, et seq.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Application

The Lobbying and Influencing Federal Employees prohibition found in 49 CFR part 20, Appendix A, applies to all AIP-funded projects and must be included in all contracts and subcontracts.

Reference

49 CFR Part 20, Appendix A

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Application

Applies to all AIP-funded projects and must be included in all contracts and subcontracts

Reference

Reference: 2 CFR § 200.326, 2 CFR § 200.333

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Application

The FAA does not prescribe the exact language to be incorporated. The above clause represents sample language that addresses the requirements of 49 CFR Part 18.36(i)(1). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms. Grantees should consult with their legal counsel to develop the appropriate clause that meets the minimum requirements of 49 CFR Part 18.36.

This provision is required in all contracts that exceed the simplified acquisition threshold. This threshold, fixed at 41 USC 403(11), is presently set at \$100,000.

Reference

2 CFR § 200 Appendix II(A))

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

Application

The requirement for rights to inventions and materials found in 2 CFR § 200 Appendix II(F) applies to all AIP-funded projects and must be included in all contracts and subcontracts.

Reference

2 CFR § 200 Appendix II(F)

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Application

The trade restriction clause applies to all AIP-funded projects and must be included in all contracts and subcontracts.

Reference

49 CFR Part 30

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Application

Incorporate in all contracts and subcontracts that exceed \$10,000.

Reference

2 CFR § 200 Appendix II(B)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Application

Incorporate into all contracts that exceed \$25,000, which funded under the AIP. Incorporate in all contracts for auditing services regardless of the contract amount.

Reference

49 CFR Part 29
FAA Order 5100.38

BUY AMERICA PREFERENCE

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest
- 2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case. For construction of a facility, the application of this subsection is determined after bid opening;
or
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent

National Buy American Waivers Website

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the http://www.faa.gov/airports/aip/buy_american/ website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

Buy American Certification

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Application

The sponsor must meet the Buy American preference requirements found in 49 USC § 50101 in all AIP-funded projects. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The Buy American preference also applies to professional service agreements if the agreement includes any manufactured product as a deliverable

Reference

49 USC § 50101

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

Application

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

Reference

20 CFR Part 1910

**EXHIBIT B
PROJECT DESCRIPTION OR HOURLY RATES
SCOPE OF WORK**

DRAFT



COMMISSION ACTION REPORT

Discussion and Possible Action to Accept the Proposed Aviation Enterprise Fund Five-Year Financial Plan

Agenda Item No.: 3

Meeting Date: 03/11/15

Staff Contact: Shannon Johnson,
Management Analyst

Phone: (480) 312-8475

ACTION

Discussion and possible action to accept the proposed Aviation Enterprise Fund Five-Year Financial Plan.

PURPOSE

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

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

Action Taken:

**AVIATION ENTERPRISE FUND
FIVE YEAR FINANCIAL FORECAST**

	ACTUAL FY 2013/14	ADOPTED FY 2014/15	APPROVED FY 2014/15	PROPOSED FY 2015/16	FORECAST FY 2016/17	FORECAST FY 2017/18	FORECAST FY 2018/19	FORECAST FY 2019/20
Sources of Funds								
Beginning Fund Balance/Reserve								
Operating Reserve	\$ 390,855	\$ 388,002	\$ 397,722	\$ 399,470	\$ 641,864	\$ 677,416	\$ 688,759	\$ 708,436
Repair and Replacement Reserve	1,529,088	599,242	1,026,588	990,167	1,642,200	643,300	774,400	9,400
Fleet Replacement Reserve	-	850,901	2,188,222	975,390	1,065,029	1,399,289	1,402,089	1,412,289
Unreserved - Operating	1,404,139	1,796,951	2,046,045	2,618,876	2,686,787	2,035,475	2,256,932	3,297,655
Total Beginning Fund Balance/Reserve	3,324,082	3,635,096	5,658,577	4,983,903	6,035,880	4,755,480	5,122,180	5,427,780
Revenues								
Charges for Sales and Services	3,536,002	3,278,800	3,278,800	3,630,464	3,662,100	3,694,600	3,726,800	3,759,600
Privilege and Use Tax / Jet Fuel Tax	154,228	149,702	149,702	154,193	158,800	163,600	168,500	173,500
Interest Earnings	21,144	25,630	25,630	27,249	47,600	73,600	86,500	93,500
Land and Building Rent	100,029	100,029	100,029	101,029	102,000	103,100	104,100	105,100
Total Revenues	3,811,403	3,554,161	3,554,161	3,912,935	3,970,500	4,034,900	4,085,900	4,131,700
Total Cash Transfers In From Aviation Capital	1,124,335	430,000	-	-	-	-	-	-
Fleet Cash Transfer In	754,387							
Total Revenues and Cash Transfers In	5,690,125	3,984,161	3,554,161	3,912,935	3,970,500	4,034,900	4,085,900	4,131,700
Uses of Funds								
Airport Operations	1,792,758	2,036,375	2,034,502	2,125,291	2,259,900	2,296,100	2,366,000	2,434,400
Fleet Replacement/Purchases		45,100	45,100	15,000	1,068,900	46,100	37,900	199,200
Merit Program		30,416	30,416					
Citywide Pay Program								
Citywide Pay Program Tail								
Citywide Indirect Costs	142,177	145,357	145,357	163,928	167,200	170,600	174,000	177,400
Direct Cost Allocation (Fire)	309,395	307,440	307,440	313,896	320,200	326,600	333,100	339,800
Subtotal - Operating	2,244,330	2,564,688	2,562,815	2,618,115	3,816,200	2,839,400	2,911,000	3,150,800
Operating Income (Loss)	1,567,073	989,473	991,346	1,294,820	154,300	1,195,500	1,174,900	980,900
Debt Service:								
MPC Bonds				352,743	723,300	721,600	723,700	724,700
Capital Transfers Out:								
CIP Fund (General Capital Projects)	5,100	6,200	6,200	7,400	7,900	3,200	9,600	6,500
CIP Fund (Aviation Capital Project Fund)	1,106,200	126,820	1,659,820	(117,300)	703,500	104,000	136,000	10,000
Subtotal Capital Transfer Out	1,111,300	133,020	1,666,020	(109,900)	711,400	107,200	145,600	16,500
Total Uses of Funds	3,355,630	2,697,708	4,228,835	2,860,958	5,250,900	3,668,200	3,780,300	3,892,000
Change in Fund Balance	2,334,495	1,286,453	(674,674)	1,051,977	(1,280,400)	366,700	305,600	239,700
Ending Fund Balance/Reserve								
Operating Reserve (Note 1)	\$ 397,722	\$ 399,470	\$ 399,470	641,864	677,416	688,759	708,436	727,792
Fleet Replacement Reserve	1,026,588	990,167	990,167	1,642,200	643,300	774,400	9,400	257,000
Repair and Replacement Reserve (Note 2)	2,188,222	975,390	975,390	1,065,029	1,399,289	1,402,089	1,412,289	1,488,289
Unreserved	2,046,045	2,556,522	2,618,876	2,686,787	2,035,475	2,256,932	3,297,655	3,194,399
Total Ending Fund Balance	\$ 5,658,577	\$ 4,921,549	\$ 4,983,903	\$ 6,035,880	\$ 4,755,480	\$ 5,122,180	\$ 5,427,780	\$ 5,667,480
Funded Replacement Reserve Percentage			2.8%	2.0%	2.0%	2.0%	2.0%	2.0%
Operating Reserve includes Airport Operations, Indirect Costs, Fire Service Costs, In Lieu Property Tax, CIP Fund (General Capital Projects)				90	90	90	90	90
Operating Reserve Days				90	90	90	90	90

Note 1: The City's Comprehensive Financial Policies provide that the Aviation Fund Operating Reserve will be funded at a minimum of 60 days but not to exceed 90 days of budgeted system operating expenditures to provide contingency funding for costs associated with airport operations.

Note 2: 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 3: The Repair and Replacement Reserve is forecasted to grow by 2 percent of annual capital improvement expenditures. The reserve provides a contingency for emergencies and for potential decreases or timing delays in receiving grant funding for airport capital projects.

Note 4: The Land Purchase Reserve shows funds that are available for the purchase of land, valued at \$6.5 million in FY2014/15. The balance of the cost will require either a debt issuance or a loan from the general fund per City Council's direction.

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 2014/15 through 2018/19, 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.

**AVIATION ENTERPRISE FUND
REPLACEMENT RESERVE
FIVE YEAR FINANCIAL FORECAST**

	PROPOSED					
	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20
<u>Repair and Replacement Reserve Calculation:</u>						
CIP Additions (Aviation & Grant Cash Flow)	6,699,849	18,743,259	16,713,010	140,000	510,000	3,800,000
Beginning of Year Net Assets	27,808,325	34,508,174	53,251,433	69,964,443	70,104,443	70,614,443
End of Year Net Assets	34,508,174	53,251,433	69,964,443	70,104,443	70,614,443	74,414,443
Maximum Repair and Replacement Reserve Percentage	2.000%	2.000%	2.000%	2.000%	2.000%	2.000%
Maximum Repair and Replacement Reserve Amount	690,163	1,065,029	1,399,289	1,402,089	1,412,289	1,488,289
Cash Available For Reserve	975,390	1,065,029	1,399,289	1,402,089	1,412,289	1,488,289
Excess Cash	285,227	-	-	-	-	-

**AVIATION ENTERPRISE FUND
CAPITAL IMPROVEMENT PROGRAM
FIVE YEAR FINANCIAL FORECAST**

	FORECAST FY 2014/15	PROPOSED FY 2015/16	FORECAST FY 2016/17	FORECAST FY 2017/18	FORECAST FY 2018/19	FORECAST FY 2019/20
Beginning Fund Balance						
Unreserved - Capital Projects	\$ 4,968,816	\$ 4,036,233	\$ 564,146	\$ 373,436	\$ 373,436	\$ 323,436
Capital Improvement Program Activity:						
Transfer In - Aviation Operating Budget (Note 2)	1,659,820	(117,300)	703,500	104,000	136,000	10,000
Transfer Out - Aviation Operating Budget (Note 3)						
Transfer Out - Aviation Operating Budget (Note 3)						
Subtotal Capital Improvement Activity	1,659,820	(117,300)	703,500	104,000	136,000	10,000
Capital Improvement Program Expenditures (CF)	(2,592,403)	(3,354,787)	(894,210)	(104,000)	(186,000)	(10,000)
Total of Capital Related Activity	\$ (932,583)	\$ (3,472,087)	\$ (190,710)	\$ -	\$ (50,000)	\$ -
Ending Fund Balance/Reserve						
Unreserved - Capital Projects	\$ 4,036,233	\$ 564,146	\$ 373,436	\$ 373,436	\$ 323,436	\$ 323,436

Source: The Aviation Enterprise Five Year Financial Forecast was prepared using the Recommended Aviation Capital Project Budget Fiscal Years 2013/14 through 2018/19, and the Airport regional/federal project plan. The above documents were prepared by Aviation Division and Financial Services Department.

Note 1: Grants CF coming in: Capital Improvement Program reflects most optimistic grant funding scenario. Approved projects will be adjusted/phased to ensure that actual expenses do not exceed available grant funding.

Note 2: Capital Improvement Program policy reflects that funding of the aviation cash flow portion will occur in the fiscal year budget is approved.

Note 3: As Capital Improvement Program planning changes, the transfer out of Capital into Operating will change. Projects that are closed with unspent aviation funded balances will result in a transfer out of capital into operating.

AVIATION ENTERPRISE FUND - FIVE YEAR FINANCIAL FORECAST
 FORECASTED AVIATION CAPITAL PROJECT EXPENDITURES BY FUNDING SOURCE (Inflated)
 FISCAL YEARS 2007/08 THROUGH 2012/13
 (in thousands of dollars)

Budget / Cash Flow	Project #	Project Name	Funding Source	ITD Thru 12/31/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	Totals
Total Budget	A0504	Aviation Grant Match Contingency	Aviation	250,000							250,000
Total Cash Flow	A0504	Aviation Grant Match Contingency	Aviation Cash	-							-
Total Budget	A0509	Airport - Future Grants	Grants	3,600,000							3,600,000
Total Cash Flow	A0509	Airport - Future Grants	Grants Cash	-						3,600,000	3,600,000
Total Budget	A0705	Design & Construct Retention Basin Improvements		713,050	-	-					713,050
Total Cash Flow	A0705	Design & Construct Retention Basin Improvements		419,800	293,250	-					713,050
Budget	A0705	Design & Construct Retention Basin Improvements	Aviation	51,070							51,070
Cash Flow	A0705	Design & Construct Retention Basin Improvements	Aviation Cash	51,070	-	-					51,070
Budget	A0705	Design & Construct Retention Basin Improvements	Grants	661,980							661,980
Cash Flow	A0705	Design & Construct Retention Basin Improvements	Grants Cash	368,730	293,250	-					661,980
Total Budget	A0706	Airport Master Plan		550,668		-					550,668
Total Cash Flow	A0706	Airport Master Plan		400,610	20,000	130,058					550,668
Budget	A0706	Airport Master Plan	Aviation	123,208							123,208
Cash Flow	A0706	Airport Master Plan	Aviation Cash	111,908		11,300					123,208
Budget	A0706	Airport Master Plan	Grants	427,460							427,460
Cash Flow	A0706	Airport Master Plan	Grants Cash	288,702	20,000	118,758					427,460
Total Budget	A0710	Airport Pavement Preservation Program	Aviation	813,000							813,000
Total Cash Flow	A0710	Airport Pavement Preservation Program	Aviation Cash	559,990	100,000	100,000	53,010				813,000
Total Budget	A0802	Runway Safety Enhancements Phase 2		4,970,000	-	-					4,970,000
Total Cash Flow	A0802	Runway Safety Enhancements Phase 2		2,952,284	57,716	1,960,000					4,970,000
Budget	A0802	Runway Safety Enhancements Phase 2	Aviation	124,200							124,200
Cash Flow	A0802	Runway Safety Enhancements Phase 2	Aviation Cash	117,500	6,700	-					124,200
Budget	A0802	Runway Safety Enhancements Phase 2	Grants	4,845,800							4,845,800
Cash Flow	A0802	Runway Safety Enhancements Phase 2	Grants Cash	2,834,784	51,016	1,960,000					4,845,800
Total Budget	A0903	Airport Security System Improvements	Aviation	120,000							120,000
Total Cash Flow	A0903	Airport Security System Improvements	Aviation Cash	81,117	38,883	-					120,000
Total Budget	A1201	Construct Airport Operations/Maintenance	Aviation	4,900,000							4,900,000
Total Cash Flow	A1201	Construct Airport Operations/Maintenance	Aviation Cash	343,813	2,000,000	2,556,187					4,900,000
Total Budget	A1204	Reconstruct Taxiway "B" and Exits		9,000,000	-	(2,000,000)					7,000,000
Total Cash Flow	A1204	Reconstruct Taxiway "B" and Exits		372,986	3,350,000	3,277,014					7,000,000
Budget	A1204	Reconstruct Taxiway "B" and Exits	Aviation	450,000							450,000
Cash Flow	A1204	Reconstruct Taxiway "B" and Exits	Aviation Cash	22,500	200,000	227,500					450,000
Budget	A1204	Reconstruct Taxiway "B" and Exits	Grants	8,550,000		(2,000,000)					6,550,000
Cash Flow	A1204	Reconstruct Taxiway "B" and Exits	Grants Cash	350,486	3,150,000	3,049,514					6,550,000
Total Budget	A1302	Environmental Assessment for Land Acquisition		250,000	-	(250,000)				200,000	200,000
Total Cash Flow	A1302	Environmental Assessment for Land Acquisition		-	-	-				200,000	200,000
Budget	A1302	Environmental Assessment for Land Acquisition	Aviation	12,500		(12,500)				10,000	10,000
Cash Flow	A1302	Environmental Assessment for Land Acquisition	Aviation Cash							10,000	10,000
Budget	A1302	Environmental Assessment for Land Acquisition	Grants	237,500		(237,500)				190,000	190,000
Cash Flow	A1302	Environmental Assessment for Land Acquisition	Grants Cash							190,000	190,000
Total Budget	AA01A	Replace Electrical Pullboxes-Main Apron	Aviation	70,000							70,000
Total Cash Flow	AA01A	Replace Electrical Pullboxes-Main Apron	Aviation Cash		70,000						70,000
Total Budget	AA02A	Airport Terminal Area Redevelopment		400,000	-	9,600,000	-	-	-	-	10,000,000
Total Cash Flow	AA02A	Airport Terminal Area Redevelopment		-	100,000	9,900,000	-	-	-	-	10,000,000
Budget	AA02A	Airport Terminal Area Redevelopment	Aviation	400,000							400,000
Cash Flow	AA02A	Airport Terminal Area Redevelopment	Aviation Cash		100,000	300,000					400,000
Budget	AA02A	Airport Terminal Area Redevelopment	MPC Bonds			9,600,000					9,600,000
Cash Flow	AA02A	Airport Terminal Area Redevelopment	MPC Cash			9,600,000					9,600,000
Total Budget	AA03A	Reconstruct Taxiway "A" and Exits		9,000,000	-	(8,100,100)	8,100,100	-	-	-	9,000,000
Total Cash Flow	AA03A	Reconstruct Taxiway "A" and Exits		-	20,000	-	8,980,000	-	-	-	9,000,000
Budget	AA03A	Reconstruct Taxiway "A" and Exits	Aviation	402,300		(362,100)	362,100				402,300
Cash Flow	AA03A	Reconstruct Taxiway "A" and Exits	Aviation Cash				402,300				402,300
Budget	AA03A	Reconstruct Taxiway "A" and Exits	Grants	8,597,700		(7,738,000)	7,738,000				8,597,700
Cash Flow	AA03A	Reconstruct Taxiway "A" and Exits	Grants Cash		20,000		8,577,700				8,597,700
Total Budget	AB01A	Rehabilitate Runway 03/21		600,000	-	-	5,400,000	-	-	-	6,000,000

AVIATION ENTERPRISE FUND - FIVE YEAR FINANCIAL FORECAST
 FORECASTED AVIATION CAPITAL PROJECT EXPENDITURES BY FUNDING SOURCE (Inflated)
 FISCAL YEARS 2007/08 THROUGH 2012/13
 (in thousands of dollars)

Budget / Cash Flow	Project #	Project Name	Funding Source	ITD Thru 12/31/14	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	Totals
Total	Cash Flow	AB01A	Rehabilitate Runway 03/21	-	600,000	-	5,400,000	-	-	-	6,000,000
	Budget	AB01A	Rehabilitate Runway 03/21	26,820			241,400				268,220
	Cash Flow	AB01A	Rehabilitate Runway 03/21		26,820	-	241,400				268,220
	Budget	AB01A	Rehabilitate Runway 03/21	573,180			5,158,600				5,731,780
	Cash Flow	AB01A	Rehabilitate Runway 03/21		573,180	-	5,158,600				5,731,780
Total	Budget	AB02A	Airport Pavement Preservation Program	100,000		100,000	100,000	100,000	100,000		500,000
Total	Cash Flow	AB02A	Airport Pavement Preservation Program	-	50,000	100,000	100,000	100,000	150,000		500,000
Total	Budget	TEMP1465	Erosion Protection/Wildlife Mitigation-Runway Approach Area			500,000					500,000
Total	Cash Flow	TEMP1465	Erosion Protection/Wildlife Mitigation-Runway Approach Area			500,000					500,000
	Budget	TEMP1465	Erosion Protection/Wildlife Mitigation-Runway Approach Area			50,000					50,000
	Cash Flow	TEMP1465	Erosion Protection/Wildlife Mitigation-Runway Approach Area			50,000					50,000
	Budget	TEMP1465	Erosion Protection/Wildlife Mitigation-Runway Approach Area			450,000					450,000
	Cash Flow	TEMP1465	Erosion Protection/Wildlife Mitigation-Runway Approach Area			450,000					450,000
Total	Budget	TEMP1467	Apron Reconstruction - Delta Apron	-	-	2,400,000	-	-	-	-	2,400,000
Total	Cash Flow	TEMP1467	Apron Reconstruction - Delta Apron	-	-	220,000	2,180,000	-	-	-	2,400,000
	Budget	TEMP1467	Apron Reconstruction - Delta Apron			107,300					107,300
	Cash Flow	TEMP1467	Apron Reconstruction - Delta Apron			9,800	97,500				107,300
	Budget	TEMP1467	Apron Reconstruction - Delta Apron			2,292,700					2,292,700
	Cash Flow	TEMP1467	Apron Reconstruction - Delta Apron			210,200	2,082,500				2,292,700
Total	Budget	TEMP975	Reconstruct Taxiway "C"					40,000	360,000	-	400,000
Total	Cash Flow	TEMP975	Reconstruct Taxiway "C"					40,000	360,000	-	400,000
	Budget	TEMP975	Reconstruct Taxiway "C"					4,000	36,000		40,000
	Cash Flow	TEMP975	Reconstruct Taxiway "C"					4,000	36,000		40,000
	Budget	TEMP975	Reconstruct Taxiway "C"					36,000	324,000		360,000
	Cash Flow	TEMP975	Reconstruct Taxiway "C"					36,000	324,000		360,000
Total		BUDGET FUNDING SUMMARY:									
Total			Aviation	7,843,098	-	(117,300)	703,500	104,000	136,000	10,000	8,679,298
Total			Grants	27,493,620	-	(7,232,800)	12,896,600	36,000	324,000	190,000	33,707,420
Total			MPC Bonds	-	-	9,600,000	-	-	-	-	9,600,000
Total			TOTALS	35,336,718	-	2,249,900	13,600,100	140,000	460,000	200,000	51,986,718
Total		CASH FLOW SUMMARY:									
Total			Aviation Cash	1,287,898	2,592,403	3,354,787	894,210	104,000	186,000	10,000	8,429,298
Total			Grants Cash	3,842,702	4,107,446	5,788,472	15,818,800	36,000	324,000	3,790,000	33,707,420
Total			MPC Cash	-	-	9,600,000	-	-	-	-	9,600,000
Total			TOTALS	5,130,600	6,699,849	18,743,259	16,713,010	140,000	510,000	3,800,000	51,736,718

Sylvia - Aviation	7,725,618	703,500	104,000	136,000	10,000
Sylvia - Grant	20,261,000	12,896,600	36,000	324,000	190,000
Sylvia - MPC	9,600,000	-	-	-	-
Sylvia - Total	37,586,618	13,600,100	140,000	460,000	200,000
Above Detail	37,586,618	13,600,100	140,000	460,000	200,000
Out of Balance	-	-	-	-	-

Budget CIP Report
 Dated
 1/15/15

AVIATION ENTERPRISE FUND

REVENUE FORECAST

	FY 2011/12				FY 2012/13				FY 2013/14				FY 2014/15	FY 2015/16
	Adopted Budget	Actual	Forecast vs. Actual \$ Variance	Forecast vs. Actual % Variance	Adopted Budget	Actual	Forecast vs. Actual \$ Variance	Forecast vs. Actual % Variance	Adopted Budget	Actual	Forecast vs. Actual \$ Variance	Forecast vs. Actual % Variance	Proposed Revised as of Feb 2014	Proposed Revised as of Feb 2015
Privilege and Use Tax	113,863	132,448	18,585	16%	115,002	144,081	29,079	25%	146,226	154,228	8,002	5%	149,702	154,193
Federal Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Income	-	-	(14,359)	-100%	57,616	57,616		NA	30,149	51,923	51,923		25,630	27,249
Change in Fair Value	-	-	-	-	(17,642)	(17,642)			(30,003)	(30,003)			-	-
Realized Gain/Loss On Investment	-	-	-	-	(581)	(581)			(776)	(776)			-	-
Administrative Fees	-	-	-	-	1,750	1,750			-	-			NA	NA
Land and Building Rent	-	-	-	-	133,372	133,372			100,029	100,029			100,029	101,029
Aircraft Tie Downs	149,750	80,914	(68,836)	-46%	79,000	69,088	(9,912)	-13%	72,000	65,988.18	(6,012)	-8%	72,000	72,720
Aviation Fuel/Oil	495,786	493,425	(2,361)	0%	491,000	535,264	44,264	9%	510,000	586,367.10	76,367	15%	535,000	590,000
Private Hangar/Office	40,042	35,540	(4,502)	-11%	41,900	32,154	(9,746)	-23%	36,000	31,509.56	(4,490)	-12%	36,000	36,360
Transient Parking Fees	72,911	244,486	171,575	235%	71,100	227,509	156,409	220%	186,000	221,048.00	35,048	19%	221,000	228,770
Airpark/Fuel	227,176	206,594	(20,582)	-9%	215,000	193,527	(21,473)	-10%	212,000	215,524.99	3,525	2%	213,000	215,130
Airpark/Fixed	80,118	78,703	(1,415)	-2%	76,000	71,175	(4,825)	-6%	72,000	72,512.08	512	1%	72,000	72,720
Charter Brokerage Fees	1,328	4,581	3,253	245%	1,200	1,575	375	31%	1,200	6,750.47	5,550	463%	1,800	6,000
Fixed Tenant Rents*	693,155	792,007	98,852	14%	733,923	768,759	34,836	5%	798,000	773,590.71	(24,409)	-3%	798,000	805,980
Private Hangar/Shade	120,503	133,561	13,058	11%	132,000	132,490	490	0%	132,000	146,311.21	14,311	11%	138,000	146,000
Restaurant Revenue	-	50	50	NA	-	1,110	1,110	NA	1,200	-	(1,200)	-100%	1,200	1,800
Miscellaneous Revenue	275	50	(225)	-82%	1,200	544	(656)	-55%	300	7,838.38	7,538	2513%	1,000	1,500
Late Charges	3,784	3,783	(1)	0%	3,600	3,109	(491)	-14%	2,400	6,291.77	3,892	162%	2,400	2,424
License Agreements	84,788	118,313	33,525	40%	84,000	126,651	42,651	51%	96,000	164,462.07	68,462	71%	122,000	142,200
Percentage Fees for ABP	186,244	259,271	73,027	39%	227,000	407,667	180,667	80%	265,000	267,911.66	2,912	1%	285,000	287,850
Custom Fees	230,300	245,725	15,425	7%	234,000	253,475	19,475	8%	238,000	359,925.00	121,925	51%	255,000	450,000
Rental Car Concession Revenue	185,310	158,222	(27,088)	-15%	191,000	161,195	(29,805)	-16%	176,000	187,827.81	11,828	7%	162,000	180,730
Transient Landing Fees	378,553	384,998	6,445	2%	394,000	404,170	10,170	3%	382,000	416,115.18	34,115	9%	361,000	387,280
Prox Card/Gate Opener Fees	-	2,010	(4,743)	-70%	3,600	25,720	22,120	614%	1,200	3,000.00	1,800	150%	2,400	3,000
Autos, Machinery & Equipment	-	8,604	-	-	-	-	-	-	-	-	-	-	NA	NA
Recovery of Expense	-	4,908	-	-	-	1,425	-	-	-	3,028	3,028	-	NA	NA
Forecasted Revenue Growth	3,063,886	3,388,193	289,683	9%	3,094,525	3,735,203	504,131	16%	3,357,675	3,811,403	483,877	15%	3,554,161	3,912,935
	3,063,886	3,388,195			3,094,525	3,735,202			3,357,675				3,554,161	3,912,935
	-	(2)			-	1			-				-	-
Revenues Less Interest Earnings		3,255,745				3,591,122				3,657,175			3,404,459	3,758,742

*Fixed Tenant Rents includes the Fire Station and South Thunderbird Parcel rent as of FY 2011/12.

**AVIATION ENTERPRISE FUND
PRIOR FISCAL YEAR CASH VARIANCE
FIVE YEAR FINANCIAL FORECAST**

	2013/14 Forecast	2013/14 Actual	Variance
<i>Airport Operating Fund Ending Cash (Actual 12211 Balances)</i>	3,095,546	5,365,833	2,270,287
Airport Revenues			
Charges for Sales and Services	3,181,300	3,536,002	354,702
Jet Fuel Tax Revenue	146,226	154,228	8,002
Interest Earnings	30,149	21,144	(9,005)
Miscellaneous Revenue	-	100,029	100,029
Federal & State Aid			-
FY 2012/13 Receivables			342,160
FY 2013/14 Receivables			(284,015)
Airport Revenue Cash Variance	3,357,675	3,811,403	511,873
Transfer In - CIP Airport Fund	-	1,878,722	1,878,722
Airport Revenues & Transfers Cash Variance	3,357,675	5,690,125	2,390,595
Airport Expenses			
Airport Operating Expenses	(2,021,845)	(1,840,562)	181,283
Change in Payables			
FY 2012/13 Payables			(1,949,354)
FY 2013/14 Payables			1,783,499
Transfers Out:			
Estimated Personnel Savings from Vacant Positions			-
Indirect/Direct Costs	(141,177)	(142,177)	(1,000)
Fire Service Costs	(257,226)	(309,395)	(52,169)
CIP Fund (General Capital Projects)	(5,100)	(5,100)	-
CIP Fund (Aviation Capital Project Fund)	(1,375,700)	(1,106,200)	269,500
Transfer To Water Fund		-	-
Self Insurance		-	-
Airport Expenses & Transfers Cash Variance	(3,801,048)	(3,403,434)	231,759
Unidentified Variance			(352,067)
Total Airport Variance - Change in Cash Balance			2,270,287

1/15/15

Inflation Rate 5%

Equip #	Fund	Center	Desc	Class Code	Year	Make	Model	License	Purchase Cost	VIN	In Service Date	Estimated			Useful Life	Replace cost	Annual Contribution
												Replacement Date	Replace-ment FY	Replacement			
0885870	640	21900	AVATION	8749	1985	TITN	MP00 CRASH	NA	\$ 779,556	1F9DBAA87F1037155	01/16/96	01/16/08	16/17	12.00	\$ 1,400,000	\$ 116,667	
0003810	640	21900	AVATION	1216	2000	POLARIS	SPRT 500 ATV	NA	\$ 6,779	4XACH50A6YA330251	11/06/00	11/06/08	15/16	8.00	\$ 10,000	\$ 1,250	
0015441	640	21900	AVATION	1628	2015	FORD	EXPLORER	G420HC	\$ 26,253	1FM5K7B82FGB41658	01/14/15	01/14/24	23/24	9.00	\$ 40,700	\$ 4,522	
0409607	640	21900	AVATION	7772	2009	TYMCO	600 AIR SWP	G963FP	\$ 189,552	4GTM7F1B89F700051	12/07/10	03/07/18	17/18	7.25	\$ 270,000	\$ 37,241	
0408880	640	21900	AVATION	1522	2008	FORD	F150	G281FB	\$ 23,018	1FTVX14598KC71605	06/24/08	01/24/19	18/19	10.58	\$ 38,600	\$ 3,648	
0804895	640	21900	AVATION	8748	2004	OSHKOSH	STRIKER	NA	\$ 627,847	10TBKAK124S080552	04/07/04	04/07/19	18/19	12.00	\$ 1,127,500	\$ 93,958	
0004699	640	21900	AVATION	9142	1999	CASE	570 LXT TRCT	NA	\$ 41,016	JJG0261598	10/25/99	10/25/19	19/20	20.00	\$ 108,800	\$ 5,440	
0405205	640	21900	AVATION	3512	2005	FORD	F350	G640DS	\$ 22,240	1FDSF34P55ED29668	11/03/05	03/03/20	19/20	14.33	\$ 44,700	\$ 3,119	
0411608	640	21900	AVATION	1513	2011	CHEVROLET	COLORADO	G709FV	\$ 19,133	1GCDSCF94B8115322	03/16/11	03/16/21	20/21	10.00	\$ 31,200	\$ 3,120	
0014400	640	21900	AVATION	9412	2014	POWERBOSS	SW9X	LG032Y	\$ 47,804	20313044	05/13/14	05/13/26	25/26	12.00	\$ 85,800	\$ 7,150	
																\$ 276,115	

Estimated		Month/
Years	Months	Year
12	0	-
8	0	-
9	0	-
8	-9	(0.75)
11	-5	(0.42)
15	0	-
20	0	-
15	-8	(0.67)
10	0	-
12	0	-

Trade-in for Ford Explorer G420HC 1/2015																	
0405204	640	21900	AVATION	1612	2005	FORD	ESCAPE	G621DS	\$ 27,381	1FMYU95H65KC96496	07/21/05	04/21/15	15/16	9.75	\$ 44,060	\$ 4,519	10 -3 (0.25)

1/28/15 Polaris is to be replaced 15/16. Id
Aviation 10 Year Cash Flow and Replacement Reserves for Motor Vehicles

Fiscal Year	Beg Reserve Balance	Replacemnt Purchases	Annual Contribution *	Additional Contribution **	Total Contribution to Replacement Reserves ***	End Reserve Balance
14/15	850,000	-	276,115	125,000	401,100	1,251,100
15/16	1,251,100	(10,000)	276,115	125,000	401,100	1,642,200
16/17	1,642,200	(1,400,000)	276,115	125,000	401,100	643,300
17/18	643,300	(270,000)	276,115	125,000	401,100	774,400
18/19	774,400	(1,166,100)	276,115	125,000	401,100	9,400
19/20	9,400	(153,500)	276,115	125,000	401,100	257,000
20/21	257,000	(31,200)	276,115	125,000	401,100	626,900
21/22	626,900	-	276,115	125,000	401,100	1,028,000
22/23	1,028,000	-	276,115	125,000	401,100	1,429,100
23/24	1,429,100	(40,700)	276,115	125,000	401,100	1,789,500
24/25	1,789,500	-	276,115	125,000	401,100	2,190,600

* Annual Contribution based on replacement costs with a 5% inflation factor.
 ** Additional amount required to meet replacement needs.
 *** Amount needed to be added to Replacement Reserve annually

Fund and Division	Account Line Item	2012/13 Actuals	2013/14 Actuals	2014/15 Adopted Budget	2014/15 Approved at 10/31/14	2015/16 Proposed at Today	Change	2016/17 Year 2	%	2017/18 Year 3	%	2018/19 Year 4	%	2019/20 Year 5	%	Acc Left
640-21	41011 PRIVILEGE AND USE TAX	144,080.88	154,227.93	149,702.00	149,702.00	154,193.00	4,491.00	158,800.00	2.90	163,600.00	2.93	168,500.00	2.91	173,500.00		41
640-21	45401 ADMINISTRATION FEES	1,750.00	-	-	-	-	-	-	-	-	-	-	-	-	-	45
640-21	45402 LATE CHARGES	-	1,597.62	-	-	-	-	-	-	-	-	-	-	-	-	45
640-21	46601 LAND AND BUILDING RENT	133,372.00	100,029.00	100,029.00	100,029.00	101,029.00	1,000.00	102,000.00	0.95	103,100.00	1.07	104,100.00	0.96	105,100.00	0.95	46
640-21	48603 RECOVERY OF EXPENSE	1,425.02	3,028.14	-	-	-	-	-	-	-	-	-	-	-	-	48
640-21	47801 AIRCRAFT TIE DOWNS	69,088.16	65,988.18	72,000.00	72,000.00	72,720.00	720.00	73,400.00	0.93	74,200.00	1.08	74,900.00	0.93	75,700.00	1.06	47
640-21	47802 AVIATION FUEL/OIL	535,263.57	586,367.10	535,000.00	535,000.00	590,000.00	55,000.00	595,900.00	0.99	601,900.00	1.00	607,900.00	0.99	614,000.00	0.99	47
640-21	47804 PRIVATE HANGAR/OFFICE	32,154.37	21,508.36	36,000.00	36,000.00	36,360.00	360.00	36,700.00	0.93	37,100.00	1.08	37,500.00	1.07	37,800.00	0.79	47
640-21	47805 TRANSIENT PARKING FEES	227,509.26	221,048.00	221,000.00	221,000.00	228,770.00	7,770.00	231,100.00	1.01	233,400.00	0.99	235,700.00	0.98	238,100.00	1.01	47
640-21	47806 AIRPARK/FUEL	193,526.98	215,524.99	213,000.00	213,000.00	215,130.00	2,130.00	217,300.00	1.00	219,500.00	1.00	221,600.00	0.95	223,900.00	1.03	47
640-21	47807 AIRPARK/FIXED	71,174.94	72,512.08	72,000.00	72,000.00	72,720.00	720.00	73,400.00	0.93	74,200.00	1.08	74,900.00	0.93	75,700.00	1.06	47
640-21	47808 CHARTER BROKERAGE FEES	1,575.02	6,750.47	1,800.00	1,800.00	6,000.00	4,200.00	6,100.00	1.64	6,100.00	0	6,200.00	1.61	6,200.00	0	47
640-21	47809 FIXED TENANT RENTS	768,758.57	773,590.71	798,000.00	798,000.00	805,980.00	7,980.00	814,000.00	0.99	822,200.00	1.00	830,400.00	0.99	838,700.00	0.99	47
640-21	47810 PRIVATE HANGAR/SHADE	132,489.68	146,311.21	138,000.00	138,000.00	146,000.00	8,000.00	147,500.00	1.02	148,900.00	0.94	150,400.00	1.00	151,900.00	0.99	47
640-21	47811 RESTAURANT REVENUE	1,109.93	-	1,200.00	1,200.00	1,800.00	600.00	1,800.00	0	1,800.00	0	1,900.00	5.26	1,900.00	0	47
640-21	47812 MISCELLANEOUS REVENUE	543.92	7,838.38	1,000.00	1,000.00	1,500.00	500.00	1,500.00	0	1,500.00	0	1,500.00	0	1,500.00	0	47
640-21	47813 LATE CHARGES	3,108.67	4,694.15	2,400.00	2,400.00	2,424.00	24.00	2,400.00	(1.00)	2,500.00	4.00	2,500.00	0	2,500.00	0	47
640-21	47814 LICENSE AGREEMENTS	126,651.40	164,462.07	122,000.00	122,000.00	142,200.00	20,200.00	143,600.00	0.97	145,100.00	1.03	146,500.00	0.96	148,000.00	1.01	47
640-21	47820 PERCENTAGE FEES FOR ABP	407,666.94	267,911.66	285,000.00	285,000.00	287,850.00	2,850.00	290,700.00	0.98	293,600.00	0.99	296,600.00	1.01	299,500.00	0.97	47
640-21	47821 CUSTOM FEES	253,475.00	359,925.00	255,000.00	255,000.00	450,000.00	195,000.00	450,000.00	0	450,000.00	0	450,000.00	0	450,000.00	0	47
640-21	47822 RENTAL CAR CONCESSION REVENUE	161,195.08	187,827.81	162,000.00	162,000.00	180,730.00	18,730.00	182,500.00	0.97	184,400.00	1.03	186,200.00	0.97	188,100.00	1.01	47
640-21	47823 TRANSIENT LANDING FEES	404,170.18	416,115.18	361,000.00	361,000.00	387,280.00	26,280.00	391,200.00	1.00	395,100.00	0.99	399,000.00	0.98	403,000.00	0.99	47
640-21	47824 PROX CARD/GATE OPENER FEES	25,720.00	3,000.00	2,400.00	2,400.00	3,000.00	600.00	3,000.00	0	3,100.00	3.23	3,100.00	0	3,100.00	0	47
640-21	51100 FULL-TIME WAGES	775,595.08	793,878.26	813,748.00	836,734.00	834,742.00	(1,992.00)	867,100.00	3.73	834,700.00	(3.88)	834,700.00	0	834,700.00	0	51
640-21	51101 PART-TIME WAGES	5,064.32	14,352.00	14,352.00	14,352.00	15,254.00	902.00	15,800.00	3.46	15,300.00	(3.27)	15,300.00	0	15,300.00	0	51
640-21	51103 OTHER COMPENSATION	9,447.89	9,447.89	4,810.00	4,940.00	4,800.00	(140.00)	5,000.00	4.00	4,800.00	(4.17)	4,800.00	0	4,800.00	0	51
640-21	51108 ONE-TIME PAYMENT	-	2,100.00	-	200.00	-	(200.00)	-	-	-	-	-	-	-	-	51
640-21	51110 OVERTIME - HOLIDAY	7,302.19	7,163.51	9,694.00	9,985.00	9,983.00	(2.00)	10,400.00	4.01	10,000.00	(4.00)	10,000.00	0	10,000.00	0	51
640-21	51111 OVERTIME - OTHER	10,672.23	7,825.95	6,155.00	6,339.00	11,999.00	5,660.00	12,500.00	4.01	12,000.00	(4.17)	12,000.00	0	12,000.00	0	51
640-21	51115 EXCESS REGULAR WAGES	-	2,756.61	1,944.00	2,004.00	3,130.00	1,126.00	3,300.00	5.15	3,100.00	(6.45)	3,100.00	0	3,100.00	0	51
640-21	51120 RETIREMENT	89,477.62	-	-	-	-	-	-	-	-	-	-	-	-	-	51
640-21	51121 HEALTH/DENTAL	69,640.92	-	-	-	-	-	-	-	-	-	-	-	-	-	51
640-21	51122 FICA	59,186.23	-	-	-	-	-	-	-	-	-	-	-	-	-	51
640-21	51123 FRINGES - OTHER	2,948.91	-	-	-	-	-	-	-	-	-	-	-	-	-	51
640-21	51131 VACATION PAYOFF	8,322.03	683.40	-	-	9,000.00	9,000.00	9,200.00	2.17	9,400.00	2.13	9,600.00	2.08	9,700.00	1.03	51
640-21	51132 MEDICAL LEAVE PAYOFF	-	-	-	-	7,500.00	7,500.00	7,700.00	2.60	7,800.00	1.28	8,000.00	2.50	8,100.00	1.23	51
640-21	51140 ARIZONA STATE RETIREMENT SYSTEM	-	94,876.50	97,016.00	99,808.00	102,451.00	2,643.00	108,700.00	5.75	106,700.00	(1.87)	109,000.00	2.11	111,000.00	1.80	51
640-21	51150 HEALTH INSURANCE	-	79,714.68	88,968.00	88,968.00	86,348.00	(2,620.00)	93,000.00	7.15	101,000.00	7.92	108,600.00	7.00	117,100.00	7.26	51
640-21	51151 DENTAL INSURANCE	-	4,267.41	4,272.00	4,272.00	4,148.00	(124.00)	4,200.00	1.24	4,200.00	0	4,148.00	0	4,700.00	10.64	51
640-21	51152 LIFE INSURANCE	-	1,008.78	840.00	1,128.00	920.00	(208.00)	1,100.00	16.36	1,100.00	0	1,100.00	0	1,100.00	0	51
640-21	51154 UNEMPLOYMENT	-	528.25	780.00	780.00	571.00	(209.00)	-	-	-	-	-	-	-	-	51
640-21	51155 MEDICARE EMPLOYER TAX (FHI)	-	11,648.36	11,968.00	12,340.00	12,398.00	56.00	12,800.00	3.16	12,500.00	(2.40)	12,500.00	0	12,500.00	0	51
640-21	51156 SOCIAL SECURITY EMPLOYER TAX (FICA)	-	48,525.08	49,929.00	51,170.00	51,291.00	121.00	53,700.00	4.49	51,700.00	(3.87)	51,700.00	0	51,900.00	0.39	51
640-21	51193 VACANCY SAVINGS-CONTRA	-	-	-	-	(30,000.00)	(30,000.00)	(30,600.00)	1.96	(31,200.00)	1.92	(31,800.00)	1.89	(32,500.00)	2.15	51
640-21	51195 CIP W/O CREDIT ALLOCATION	2,382.43	1,152.01	4,810.00	4,810.00	4,800.00	(10.00)	5,000.00	4.00	4,800.00	(4.17)	4,800.00	0	4,800.00	0	51
640-21	52130 CONSULTANTS	10,425.58	6,000.00	25,000.00	25,000.00	25,000.00	-	25,500.00	1.96	26,000.00	1.92	26,500.00	1.89	27,000.00	1.85	52
640-21	52157 CUSTODIAL SERVICES	18,427.63	22,573.25	26,000.00	26,000.00	32,000.00	6,000.00	38,000.00	15.79	38,800.00	2.06	39,500.00	1.77	40,300.00	1.99	52
640-21	52165 BANKING SERVICES	-	-	-	-	8,245.00	8,245.00	8,400.00	1.85	8,600.00	2.33	8,700.00	1.15	8,900.00	2.25	52
640-21	52185 ADVERTISING	563.90	704.60	200.00	200.00	200.00	-	200.00	0	200.00	0	200.00	0	200.00	0	52
640-21	52190 OTHER PROFESSIONAL SERVICES	174,950.53	60,657.64	87,900.00	87,900.00	72,300.00	(15,600.00)	73,700.00	1.90	75,200.00	1.99	76,600.00	1.83	78,300.00	2.17	52
640-21	52210 POSTAGE AND SHIPPING	4,776.54	2,311.05	5,300.00	5,300.00	4,900.00	(500.00)	4,900.00	2.04	5,000.00	2.00	5,100.00	1.96	5,200.00	1.92	52
640-21	52220 TELEPHONE/BASE	5,077.40	4,892.52	2,930.00	2,930.00	6,509.00	3,579.00	6,600.00	1.38	6,800.00	2.94	6,900.00	1.45	7,000.00	1.43	52
640-21	52225 CELLULAR PHONES	3,299.55	3,131.06	4,000.00	4,000.00	4,000.00	-	4,100.00	2.44	4,200.00	2.38	4,200.00	0	4,300.00	2.33	52
640-21	52226 SPECIALTY LINES - COMMUNICATIONS	14,410.12	10,486.59	12,500.00	12,500.00	13,900.00	1,400.00	14,200.00	2.11	14,500.00	2.07	14,700.00	1.36	15,000.00	2.00	52
640-21	52227 PC REPLACEMENT	3,195.00	3,204.00	2,609.00	2,609.00	3,831.00	1,222.00	3,900.00	1.77	4,000.00	2.50	4,100.00	2.44	4,100.00	0	52
640-21	52230 OVERNIGHT TRAIN/BUSINESS CONF TRAVL	23,684.24	25,607.28	25,500.00	25,500.00	37,280.00	11,780.00	38,000.00	1.89	38,800.00	2.06	39,600.00	2.02	40,400.00	1.98	52
640-21	52245 TRAINING/BUSINESS CONFERENCE	3,409.00	2,877.29	4,375.00	4,375.00	2,850.00	(1,525.00)	2,900.00	1.72	3,000.00	3.33	3,000.00	0	3,100.00	3.23	52
640-21	52270 PRINTING & GRAPHICS SERVICES	3,817.78	1,567.12	9,000.00	9,000.00	7,000.00	(2,000.00)	7,200.00	2.78	7,300.00	1.37	7,400.00	1.35	7,500.00	1.33	52
640-21	52275 PHOTOCOPY CHARGES	2,119.82	2,179.22	2,218.00	2,218.00	2,212.00	(6.00)	2,300.00	3.83	2,300.00	0	2,300.00	0	2,400.00	4.17	52
640-21	52322 MAINTENANCE, MOWING	11,850.00	11,403.00	12,500.00	12,500.00	12,500.00	-	12,800.00	2.34	13,000.00	1.54	13,300.00	2.26	13,500.00	1.48	52
640-21	52350 SOFTWARE MAINT & LICENSING	257.12	15,865.98	20,000.00	20,000.00	20,000.00	-	20,400.00	1.96	20,800.00	1.92	21,200.00	1.89	21,600.00	1.85	52
640-21	52355 SOFTWARE MAINT & LIC (I.S. ONLY)	2,424.56	2,256.31	1,788.00	1,788.00	2,656.00	868.00	2,700.00	1.63	2,800.00	3.57	2,800.00	0	2,900.00	3.45	52
640-21	52360 MAINT - MACHINERY, EQUIP & AUTOS	-	-	1,500.00	1,500.00	1,500.00	-	1,500.00	0	1,600.00	6.25	1,600.00	0	1,600.00	0	52

640 -21	53030	EDUCATION & RECREATION SUPPLIES	-	7.64	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53	
640 -21	53045	BUSINESS MTGS - REFRESHMENTS & SUPPLIES	1,286.08	1,035.47	1,000.00	1,000.00	1,000.00	-	1,000.00	0	1,000.00	0	1,100.00	9.09	1,100.00	0	53			
640 -21	53050	CLOTHING & PERSONAL PROTECT EQUIP	2,283.57	980.64	1,500.00	1,500.00	2,250.00	750.00	2,300.00	2.17	2,300.00	0	2,400.00	4.17	2,400.00	0	53			
640 -21	53055	SAFETY & INCENTIVE AWARD	1,353.52	761.50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53	
640 -21	53060	PHOTOGRAPHIC & DUPLICATING SUPPLIES	-	29.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53	
640 -21	53090	OTHER OPERATING SUPPLIES	8,124.86	3,636.30	13,500.00	13,500.00	23,500.00	10,000.00	24,000.00	2.08	24,400.00	1.64	25,000.00	2.40	25,400.00	1.57	53			
640 -21	53720	SMALL TOOLS & EQUIPMENT	367.54	537.72	5,000.00	5,000.00	500.00	(4,500.00)	500.00	0	500.00	0	500.00	0	500.00	0	53			
640 -21	53730	PAINT	2,133.74	2,705.27	4,000.00	4,000.00	4,000.00	-	4,100.00	2.44	4,200.00	2.38	4,200.00	0	4,300.00	2.33	53			
640 -21	53780	OTHER MAINTENANCE & REPAIR SUPPLY	39,625.97	19,522.15	25,150.00	25,150.00	24,900.00	(250.00)	25,400.00	1.97	25,900.00	1.93	26,400.00	1.89	26,900.00	1.86	53			
640 -21	53790	MAT TO MAINT & REPAIR MACH, EQUIP	33.18	20.35	-	-	-	-	-	-	-	-	-	-	-	-	-	-	53	
640 -21	54520	OFFICE EQUIPMENT & FURNITURE	-	921.38	11,490.00	11,490.00	-	(11,490.00)	-	-	-	-	-	-	-	-	-	-	54	
640 -21	54710	MOTOR VEHICLES	-	47,803.62	45,100.00	45,100.00	15,000.00	(30,100.00)	1,068,900.00	98.60	46,100.00	(2,218.66)	37,900.00	(21.64)	199,200.00	80.97	Fleet			
640 -21	57710	CONSTRUCTION IN PROGRESS	(220,613.15)	(323,869.38)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	
640 -21	57720	CAPITALIZED PROJECTS	(456,710.14)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	
640 -21	57740	COMPENSATED ABSENCES - VACATION	1,564.68	6,384.81	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	
640 -21	57741	COMPENSATED ABSENCES-MED LEAVE	(2,003.00)	14,024.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	
640 -21	57743	ACCRUED PAYROLL	(5,689.16)	8,460.03	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	
640 -21	57752	CITYWIDE DIRECT COST ALLOCATION	314,482.37	257,226.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	
640 -21	57810	DEPRECIATION EXPENSE	1,063,215.11	1,095,329.16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	
640 -21	57860	POST EMPLOYMENT HEALTH INS BENEFITS	2,663.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	57	
640 -21		Totals - 21 - COMMUNITY AND ECONOMIC DEVELOPMENT	6,176,112.57	6,688,375.54	5,655,106.00	5,683,649.00	5,996,253.00	312,604.00	7,163,800.00	16.30	6,162,200.00	(16.25)	6,215,500.00	0.86	6,266,700.00	0.82				
640 -XX	46411	INTEREST INCOME POOLED	57,615.63	51,922.99	25,630.00	25,630.00	27,249.00	1,619.00	47,600.00	42.75	73,600.00	35.33	86,500.00	14.91	93,500.00	7.49	46		45	Charges for Sales and Services
640 -XX	46423	CHANGE IN FAIR VALUE OF INVESTMENTS	(17,642.41)	(30,003.27)	-	-	-	-	-	-	-	-	-	-	-	-	46		48	Charges for Sales and Services
640 -XX	46424	REALIZED GAIN/LOSS ON INVEST SALE	(580.90)	(776.12)	-	-	-	-	-	-	-	-	-	-	-	-	46		46	Interest Earnings
640 -XX	48501	REAL ESTATE	-	(421,941.74)	-	-	-	-	-	-	-	-	-	-	-	-	Exclude		41	Privilege and Use Tax / Jet Fuel Tax
640 -XX	48502	AUTOS, MACHINERY & EQUIPMENT	-	(2,769.07)	-	-	-	-	-	-	-	-	-	-	-	-	Exclude		57	Airport Operations
640 -XX	48911	NON-CASH DEVELOPER CONTRIBUTIONS	-	240,740.51	-	-	-	-	-	-	-	-	-	-	-	-	Exclude		57	Airport Operations
640 -XX	49999	REVENUE CLOSING	(3,735,201.89)	(5,508,154.71)	-	-	-	-	-	-	-	-	-	-	-	-	49		57	Airport Operations
640 -XX	49889	TRANSFERS IN - CIP	-	1,124,335.17	430,000.00	430,000.00	-	(430,000.00)	-	-	-	-	-	-	-	-	49		57	Airport Operations
640 -XX	49995	OPERATING TRANSFER IN	-	754,387.00	-	-	-	-	-	-	-	-	-	-	-	-	49			Merit Program
640 -XX	51100	FULL-TIME WAGES	-	-	-	-	29,724.00	29,724.00	62,700.00	52.59	89,900.00	30.26	115,300.00	22.03	137,700.00	16.27	51			Fleet Replacement/Purchases
640 -XX	51101	PART-TIME WAGES	-	-	30,416.00	-	-	-	-	-	-	-	-	-	-	-	51		57750	Citywide Indirect Cost Allocation
640 -XX	51105	UNIFORM AND CLOTHING ALLOWANCE	-	-	-	-	-	-	25,200.00	100.00	51,400.00	50.97	72,500.00	29.10	93,900.00	22.79	51		57752	Citywide Direct Cost Allocation
640 -XX	52890	OTHER CONTRACTUAL SERVICES	-	-	2,365,027.00	2,365,027.00	2,365,027.00	-	2,839,000.00	16.70	1,994,700.00	(42.33)	3,264,100.00	38.89	3,593,300.00	9.16	Exclude		57790	Operating Transfer Out
640 -XX	57750	CITYWIDE INDIRECT COST ALLOCATION	125,748.55	142,177.00	145,357.00	145,357.00	163,928.00	18,571.00	167,200.00	1.96	170,600.00	1.99	174,000.00	1.95	177,400.00	1.92	57		57795	Transfer Out - CIP
640 -XX	57752	CITYWIDE DIRECT COST ALLOCATION	-	52,169.07	307,440.00	307,440.00	313,896.00	6,456.00	320,200.00	1.97	326,600.00	1.96	333,100.00	1.95	339,800.00	1.95	57		57710	Exclude
640 -XX	57790	OPERATING TRANSFER OUT	4,103,478.00	-	-	-	-	-	-	-	-	-	-	-	-	-	57		57720	Exclude
640 -XX	57795	TRANSFER OUT - CIP	4,600.00	1,111,300.00	133,020.00	133,020.00	352,100.00	219,080.00	187,700.00	(87.59)	195,000.00	3.74	142,700.00	(36.65)	-	-	57		57740	Exclude
640 -XX		Totals - XX - NON DIVISIONAL	538,016.98	(2,484,613.17)	3,436,890.00	3,406,474.00	3,251,924.00	(154,550.00)	3,649,600.00	10.90	2,901,800.00	(25.77)	4,188,200.00	30.71	4,095,800.00	(2.26)			57741	Exclude
640 -21		Total - 640 - AVIATION	6,714,129.55	4,203,762.37	9,091,996.00	9,090,123.00	9,248,177.00	158,054.00	10,813,400.00	14.47	9,064,000.00	(19.30)	10,403,700.00	12.88	10,362,500.00	(0.40)			57743	Exclude
		Grand Total	6,714,129.55	4,203,762.37	9,091,996.00	9,090,123.00	9,248,177.00	158,054.00	10,813,400.00	14.47	9,064,000.00	(19.30)	10,403,700.00	12.88	10,875,800.00	(0.40)				
		Charges for Sales and Services	3,418,356.69	3,536,002.31	3,278,800.00	3,278,800.00	3,630,464.00	351,664.00	3,662,100.00		3,694,600.00		3,726,800.00		3,759,600.00					
		Interest Earnings	39,392.32	21,143.60	25,630.00	25,630.00	27,249.00	1,619.00	47,600.00		73,600.00		86,500.00		93,500.00					
		Privilege and Use Tax / Jet Fuel Tax	144,080.88	154,227.93	149,702.00	149,702.00	154,193.00	4,491.00	158,800.00		163,600.00		168,500.00		173,500.00					
		Land and Building Rent	133,372.00	100,029.00	100,029.00	100,029.00	101,029.00	1,000.00	102,000.00		103,100.00		104,100.00		105,100.00					
		Transfer In	-	1,878,722.17	430,000.00	430,000.00	-	(430,000.00)	-	-	-	-	-	-	-	-				
		Airport Operations	1,783,393.29	1,792,758.06	2,111,891.00	2,110,018.00	2,125,291.00	15,273.00	2,259,900.00		2,296,100.00		2,366,000.00		2,434,400.00					
		Merit Program	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
		Fleet Replacement/Purchases	-	47,803.62	45,100.00	45,100.00	15,000.00	(30,100.00)	1,068,900.00		46,100.00		37,900.00		199,200.00					
		Indirect Costs	125,748.55	142,177.00	145,357.00	145,357.00	163,928.00	18,571.00	170,600.00		174,000.00		174,000.00		177,400.00					
		Fire Service Costs	314,482.37	309,395.07	307,440.00	307,440.00	313,896.00	6,456.00	320,200.00		326,600.00		333,100.00		339,800.00					
		CIP Fund (General Capital Projects)	4,108,078.00	1,111,300.00	133,020.00	133,020.00	352,100.00	219,080.00	187,700.00		195,000.00		142,700.00		-					
		CIP Fund (Aviation Capital Project Fund)	-	-	-	-	-	-	-	-	-	-	-	-	-	-				
			10,066,904.10	9,093,558.76	6,726,969.00	6,725,096.00	6,883,150.00	158,054.00	7,974,400.00		7,069,300.00		7,139,600.00		7,282,500.00					



COMMISSION INFORMATION REPORT

Discussion and Input Regarding Operations Report for February 2015

Agenda Item No.: 4

Meeting Date: 03/11/15

Staff Contact: Chris Read,
Airport Operations Manager

Phone: (480) 312-2674

INFORMATION

Airport Monthly Operations Update for February 2015.

PURPOSE

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

BASED AIRCRAFT

	<u>Helicopter</u>	<u>Single Engine</u>	<u>Twin Engine</u>	<u>Jet</u>	<u>Total</u>
Current Month	17	199	47	128	391
February 2014	18	199	46	127	390

OPERATIONS

	<u>February 2014</u>	<u>February 2015</u>	<u>% Δ</u>	<u>2014 YTD</u>	<u>2015 YTD</u>	<u>% Δ</u>
Total	12,597	12,992	3.1	25,951	25,082	-3.3
IFR	4,098	4,498	9.7	8,682	9,241	6.4

ALERTS

<u>Date</u>	<u>Type</u>	<u>Description</u>
02/14/15	2	Piper PA-28R, faulty gear indication
02/27/15	1	Cirrus SR-22, engine over heat indication while in flight

INCIDENTS

<u>Date</u>	<u>Time</u>	<u>Description</u>
02/16/15	08:48	Small fuel leak, Landmark Aviation ramp
02/20/15	14:03	Cirrus SR-22, runway excursion, wheel hit and broke runway light

ENFORCEMENT ACTIONS

<u>Date</u>	<u>Violation</u>	<u>Enforcement Method Used</u>	<u>Comments</u>
02/11/15	Improper waste water disposal in the airpark	N.O.V.	2 nd Violation
02/20/15	Failure to display vehicle permit	N.O.V.	1 st Violation
02/24/15	Failure to display vehicle permit	N.O.V.	1 st Violation
02/24/15	Unauthorized vehicle driving on gate 2 taxilane	Verbal	1 st Violation
02/26/15	Unauthorized vehicle driving on gate 2 taxilane	Verbal	1 st Violation
02/27/15	Failure to secure vehicle access gate in airpark	Citation	3 rd Violation

CONSTRUCTION UPDATE

#	Project	Cost/Funding Source	Status
1	Airport Operations Center - New Building	\$3,968,000 - Local	Construction started 1/26/15. Underground utilities being installed, rough grading underway. Estimated completion date: 11/22/15.
2	Taxiway "B" -Rehabilitation - Phase 1	\$4,063,255 - Federal/State/Local	Final design completed and approved by FAA. Bid Package being prepared by Purchasing Department.
3	Taxiway "A" - Crack seal, overlay	\$220,000 - State/Local	Design phase

Commission Information Report
 Airport Monthly Operations Update for February 2015

Agenda Item No.: 4

U.S. CUSTOMS UPDATE					
<u>*Revenue (FYTD)</u>	<u>**Anticipated/Actual Expense</u>	<u>Total Uses Month</u>	<u>Total Uses (FYTD)</u>	<u>U.S. Visit Uses (flights) (Month)</u>	<u>Comments</u>
\$295,550	\$178,379	109	533	13	U.S. Visit Summary 31 Mexican, 2 British, 1 Japanese, 1 New Zealander, 1 Italian, 1 Venezuelan, 1 French citizens

<u>*Revenue (FYTD)</u>	<u>Total Uses Month</u>	<u>Total Uses (FYTD)</u>
2014/15 (295,550)	FEB 2015 (109)	2014/15 (533)
2013/14 (197,175)	FEB 2014 (74)	2013/14 (359)

**Revenue = User Fees and Overtime Fees Charged to Users*

***Anticipated/Actual Expense = Includes Average Monthly Cost for US Customs Agent, Overtime Charges, Agent Training , Technology Equipment Upgrades, Maintenance and Connectivity Charges*

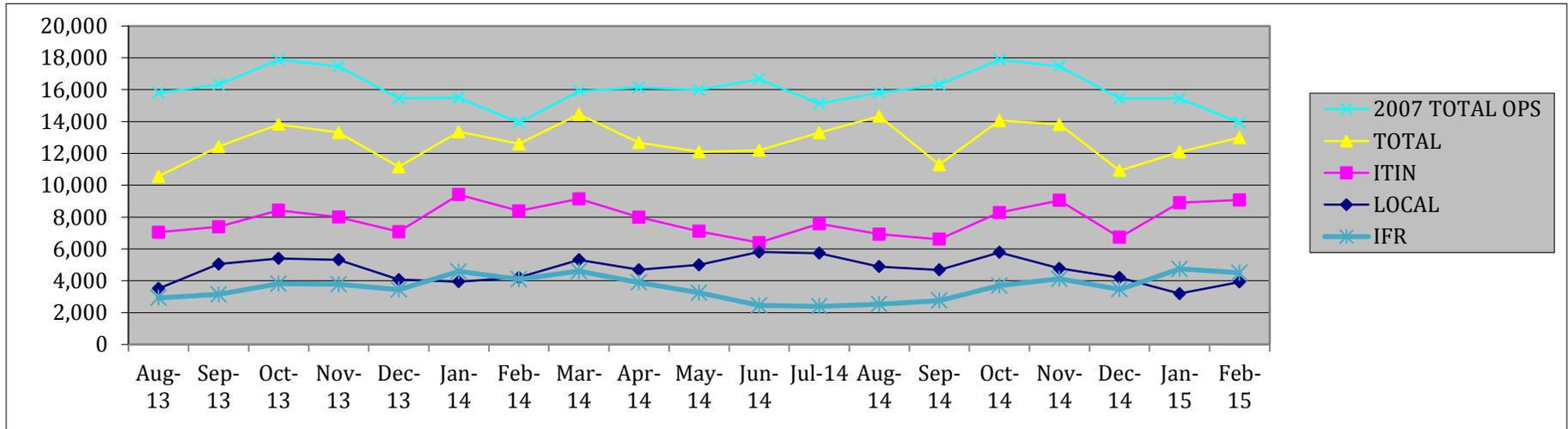
75,000 lbs. + PPR = 5 (calendar year 2015)

Attachment(s): 1. Scottsdale Airport Operations Counts 2013–2015

SCOTTSDALE AIRPORT OPERATIONS 2013-2015



	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15
ITIN	7,042	7,383	8,423	7,999	7,081	9,411	8,388	9,139	7,986	7,100	6,391	7,580	6,921	6,607	8,279	9,046	6,722	8,899	9,074
LOCAL	3,507	5,045	5,404	5,315	4,072	3,943	4,209	5,319	4,687	4,998	5,806	5,724	4,881	4,683	5,781	4,771	4,196	3,191	3,918
IFR	2,929	3,140	3,811	3,773	3,439	4,584	4,098	4,604	3,892	3,240	2,455	2,390	2,531	2,755	3,689	4,122	3,457	4,743	4,498
TOTAL	10,549	12,428	13,827	13,314	11,153	13,354	12,597	14,458	12,673	12,098	12,197	13,304	14,333	11,290	14,060	13,817	10,918	12,090	12,992



PRE-RECESSION COMPARISON

	Feb-07	Feb-15	% change
ITIN	10,726	9,074	-15.4%
LOCAL	3,206	3,918	22.2%
IFR	4,596	4,498	-2.1%
TOTAL	13,932	12,992	-6.7%



COMMISSION INFORMATION REPORT

Discussion and Input Regarding Monthly
Financial Reports for January 2015

Agenda Item No: 5

Meeting Date: 03/11/15

Staff Contact: Shannon Johnson,
Management Analyst

Phone: (480) 312-8475

AVIATION OPERATING BUDGET FISCAL YEAR 2014/15

	FY 2014/15		FY 2014/15		FY 2014/15 Year to Date (through January 2015)			
	Adopted Budget		Approved Budget		Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$3,528,531		\$3,528,531		\$1,896,118	\$2,130,845	\$234,727	12%
Expenses	\$2,126,575		\$2,155,118		\$1,411,089	\$1,099,490	-\$311,599	-22%
Net	\$1,401,956		\$1,373,413		\$485,029	\$1,031,355	\$546,326	113%

AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 1/31/15	\$4,388,041	\$6,737,410	\$11,125,450
As of 12/31/14	\$5,953,554	\$5,185,412	\$11,138,967

MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	January 2014	January 2015	Dollar Variance	% Variance
	Revenue	\$289,068	\$357,467	\$68,399
Expenses	\$184,867	\$229,832	\$44,965	24%
Net	\$104,201	\$127,635	\$23,434	22%

ACCOUNTS RECEIVABLE AGING REPORT

Jan-15

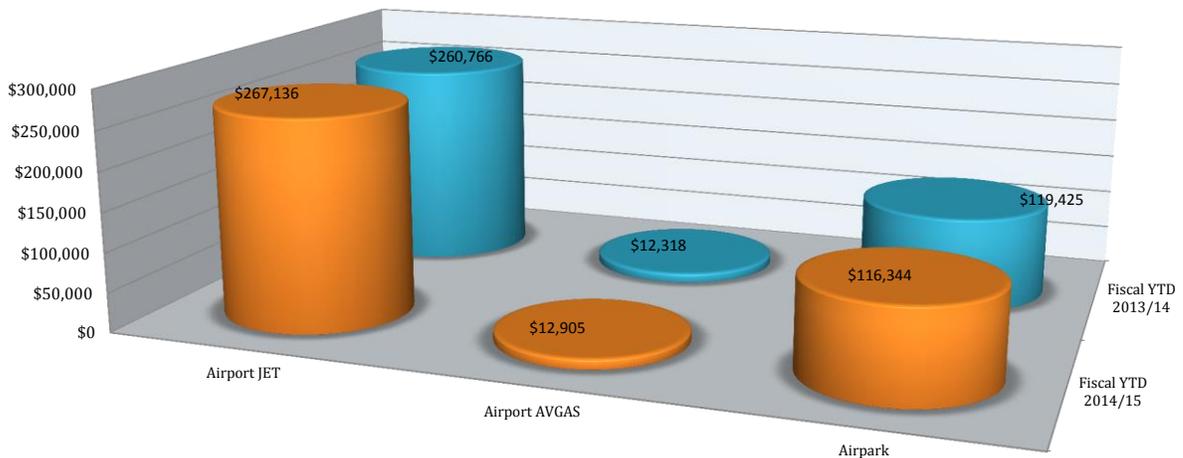
	Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
All Accounts Total	72,254.73	232.67	820.76	2,388.97	-622.98	2,158.00	77,232.15

Fuel Flowage (@ \$0.08 per gallon)

	January 2014			January 2015			% Change From Last Yr
	Revenue	Gallons	% Total	Revenue	Gallons	% Total	
Airport JET	\$58,701	733,762	76.9%	\$59,519	743,991	74.6%	1.4%
Airport AVGAS	\$2,040	25,498	2.7%	\$1,865	23,312	2.3%	-8.6%
Airpark	\$15,561	194,507	20.4%	\$18,403	230,034	23.1%	18.3%
Total	\$76,301	953,767	100.0%	\$79,787	997,337	100.0%	4.6%

	Fiscal YTD 2013/14			Fiscal YTD 2014/15			% Change From Last Yr
	Revenue	Gallons	% Total	Revenue	Gallons	% Total	
Airport JET	\$260,766	3,259,575	66.4%	\$267,136	3,339,200	67.4%	2.4%
Airport AVGAS	\$12,318	153,980	3.1%	\$12,905	161,318	3.3%	4.8%
Airpark	\$119,425	1,492,814	30.4%	\$116,344	1,454,302	29.4%	-2.6%
Total	\$392,509	4,906,369	100.0%	\$396,386	4,954,820	100.0%	1.0%

Scottsdale Airport Fuel Flowage (@ \$0.08 per gallon) - Fiscal Year-to-Date





COMMISSION INFORMATION REPORT

Discussion and Input Regarding
Public Outreach Programs and Planning Projects

Agenda Item No: 6

Meeting Date: 03/11/15

Staff Contact: Sarah Ferrara,
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.

Marketing Program			
#	Description	Purpose	Status
1	Tradeshows	In the early planning stages for NBAA Annual Convention 2015.	In progress
2	Super Season 2015	Working on another video highlighting the feedback and recap of Super Bowl weekend at Scottsdale Airport.	In progress
3	List serves	Send out list serves as needed.	Completed
4	Media and Social Media	Work with media to provide timely responses to inquiries and proactively promote the airport. Conducted radio interview with Arizona News Radio on Feb. 19 alert.	Completed
5	Events	Third Annual Run the Runway 5K/10K event is scheduled for April 4 at Scottsdale Airport. The run benefits Playworks Arizona, a nonprofit organization that helps transform recess and play into positive experiences in low-income schools.	In progress
Community Outreach			
#	Description	Purpose	Status
1	Brochures, flyers, other print materials	Updated and/or create brochures or other collateral materials as necessary.	Completed
2	Website Updates	Maintain and update the website as needed.	Completed
3	Realtor/ Homeowner Association (HOA) & Community Outreach	Presented at EV Partnership Aviation Alliance Subcommittee on Feb. 26 and Pinnacle Real Estate Group March 6.	Completed
Planning Projects			

#	Description	Purpose	Status
1	Airport Master Plan	The draft final Master Plan document is being finalized. The plan is scheduled for presentation at the April 8 th Airport Advisory Commission meeting and at the May 12 th City Council Meeting.	In progress
2	Repeal of Appendix A of Scottsdale Zoning Code	In 2014 Chapter 5 - Aviation of the City of Scottsdale Zoning Code was amended. That amendment updated and incorporated Appendix A - Airport Zoning requirements into Chapter 5 - Aviation. The proposed Zoning Ordinance Text Amendment is to repeal Appendix A - Airport Zoning because it is no longer needed since the regulations are now located in Chapter 5 - Aviation. Two open houses for public review and comment will be held from 4:30 to 5:30 p.m. March 31 Airport Terminal and Thursday, April 2 at One Civic Center.	In progress
3	Monitor property development through the Planning Department	<p>Reviewing initial plans on the Raintree Extension Design Concept with the Planning Department in regards to impacts to Scottsdale Airport's Runway Protection Zone.</p> <p>Work with the Planning Department to protect the airspace and development uses near Scottsdale Airport. In February, one project within the Airport Influence Area was listed in the Planning and Zoning reports.</p>	In progress
Pilot Outreach			
#	Description	Purpose	Status
1	Pilot Briefing	Pilot Briefings are typically scheduled annually.	Completed
2	Voluntary Curfew Outreach (10:00 p.m. - 6:00 a.m.)	Communicate with aircraft operators and remind pilots that noise sensitive communities surround Scottsdale Airport. Promote the voluntary curfew of 10:00 p.m. - 6:00 a.m. If noise complaints during the voluntary curfew hours are received, aviation staff will work to make contact with the pilot to remind them of the voluntary curfew procedures. There were three voluntary curfew letters sent in February.	As needed



COMMISSION INFORMATION REPORT

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

Agenda Item No.: 7

Meeting Date: 03/11/15

Staff Contact: Shannon Johnson,
Management Analyst

Phone: (480) 312-8475

INFORMATION

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

PURPOSE

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

KEY CONSIDERATIONS

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

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

**Airport Aeronautical Business Permittees & Major Tenants
March 2015**

**Aircraft Charter /
Management & Sales**

BUSINESS NAME	ACTIVITY	LOCATED	CONTACT	PHONE	FAX
ALANTE AIR CHARTER	A/C CHARTER / MGMT	LMSC	KEVIN LIPPERT	605-593-8960	605-593-8964
ALL ACCESS MOTORSPORTS DBA ALL ACCESS JETS	A/C CHARTER BROKERAGE	SFS	BRADLEY CRAIG	480-483-7867	480-483-7866
AVIATION WEST CHARTERS	A/C CHARTER / MGMT	SFS	BRANDON KEARNS	480-559-6901	888-941-4823
BUSINESS AIRCRAFT MGMT	A/C SALES, MGMT, CHARTER	SFS	GORDON JOHNSON	480-905-8659	480-905-9365
CRITICAL AIR RESPONSE DBA AIRCARE1	A/C CHARTER	LM	DENISE WAYE	505-242-7760	505-796-8999
EMPIRE AVIATION	A/C SALES	ACC	GARY WRIGHT	480-659-0808	480-659-0363
FALCON EXECUTIVE AVIATION	A/C CHARTER / MGMT	SFS	PAUL LESSAONGANG	800-237-2359	480-830-8688
GLOBALJET NA	A/C CHARTER / MGMT	LMSC	TYLER HORN	480-350-7927	480-719-8869
J & S AVIATION	A/C MGMT	MOBILE	SEAN FOWLER	480-241-9437	623-780-8484
JET PROS, LLC	A/C CHARTER BROKERAGE, MGMT & CHARTER	MOBILE	MARGARET PIONTEK	480-444-2452	480-575-9920
JOHN HOPKINSON & ASSOCIATES	A/C SALES	SFS	CHRISTINA HOPKINSON	403-637-2250	N/A
PACIFIC AIR CENTER	A/C SALES	LM	RICH MANOR	562-513-5222	562-513-5230
SAWYER CHARTER SERVICE	A/C SALES & CHARTER	LMNC	CHAD & MARY VERDAGLIO	480-922-2723	480-922-5653
SCOTT AIR - ISLAND AIR EXPRESS	A/C CHARTER	LMNC	SCOTT CURRIER	602-274-4370	602-285-9295
SOJOURN AVIATION	A/C SALES	ACC	EDWARD MCDONALD	216-797-8523	216-797-3323
SOLAIRUS AVIATION	A/C MGMT	LMSC	JOHN KING	707-775-2760	N/A
TEMPUS JETS	A/C CHARTER BROKERAGE	SFS	JOSHUA ALLEN	480-304-5093	602-325-4031

**Aircraft Rental / Leasing &
Flight Training**

AVIATION RESOURCE GROUP (AERODYNE)	FLIGHT TRAINING	ACC	LAWRENCE BARNA	480-359-7979	N/A
ALLIANCE AIRCRAFT SERVICES	A/C RENTAL / TRAINING	ABC	GUY MILANOVITS	480-614-1166	480-048-1230
BONESTEEL, JUNE	GROUND SCHOOL TRAINING	LMSC	JUNE BONESTEEL	602-569-0200	602-569-1296
ELITE FLIGHT TRAINING	FLIGHT TRAINING	LMSC	CHARLES LAPMARDO	480-305-0911	N/A
LEGACY FLIGHT TRAINING	FLIGHT TRAINING	ACC	WILLIAM INGLIS	772-539-0420	N/A
PLUS 5 SPORT AERO	FLIGHT TRAINING	LMNC	BUD DAVISON	602-971-3991	602-971-3896
SAWYER AVIATION, LLC	A/C RENTAL / TRAINING	LMNC	CHAD & MARY VERDAGLIO	480-922-5221	480-922-5653
SDL HOLDINGS	FLIGHT TRAINING	LMSC	JIM KOZIARSKI	904-273-3018	904-273-1511
SOUTHWEST FLIGHT CENTER	A/C RENTAL / TRAINING	ABC	GARY LEWIN	480-991-2880	480-991-2968
UNIVERSAL HELICOPTERS INC.	TRAINING, LEASING/PHOTO	LMSC	GORDON JIROUX	480-951-6283	480-951-6285
VERTICAL WORKS	FLIGHT TRAINING	LMNC	CHARLES CHADWICK	732-865-1610	N/A

Green indicates new permittee

Yellow indicates cancellation

Orange indicates suspension pending revocation

Red indicates revocation

Aircraft Maintenance & Repair					
AERO JET SERVICES LLC	A/C MAINTENANCE	SFS	MIKE AABY	480-922-7441	480-922-8297
CENTERLINE AIRCRAFT	A/C MAINTENANCE	SFS	LARRY AFANA	480-243-9001	N/A
CESSNA AIRCRAFT COMPANY	A/C MAINTENANCE	MOBILE	RANDALL SOUTIERE	480-840-9430	N/A
DALLAS AIRMOTIVE	A/C MAINTENANCE	SFS	KEVIN BANG	623-824-7961	N/A
DUNCAN AVIONICS	AVIONICS REPAIR	SFS	JIM DAVIS	480-922-3575	480-951-9234
EXECUTIVE AIRCRAFT MTC.	A/C MAINTENANCE	SFS	GORDON JOHNSON	480-991-0900	480-991-3067
FRUECHTNICHT, WILLIAM	A/C MAINTENANCE	MOBILE	WILLIAM FRUECHTNICHT	480-227-7796	N/A
HORIZON PAINT REPAIR	SPECIALIZED A/C REPAIR	LMSC	PAUL SUNBURY	480-565-7821	N/A
LONE STAR AOG	A/C MAINTENANCE	LM	PHILLIP LAWRENCE	972-743-1141	N/A
PDR SERVICES	SPECIALIZED A/C REPAIR	SFS	PHILIP CHAPMAN	480-202-2908	N/A
SOUTHWEST FLIGHT CENTER	A/C MAINTENANCE	ACC	GARY LEWIN	480-991-2880	480-991-2968
TIMMY SHINES	SPECIALIZED A/C REPAIR	LMSC	TIM ARMSTEAD	480-789-1683	N/A
WEST COAST WASH STATION	SPECIALIZED A/C REPAIR	LMNC	MIKE ADAMS	480-443-7320	N/A
Aircraft Washing / Detailing					
AERO PANACHE	AIRCRAFT WASHING	MOBILE	TODD PUCKETT	602-531-5505	N/A
CLASSIC AIR AVIATION	AIRCRAFT WASHING	MOBILE	JON MARPLE	602-574-5376	440-664-3568
JET CLEAN 360	AIRCRAFT WASHING	MOBILE	JIM MATHIASCH	480-599-6310	N/A
THE ALLEN GROUPE	AIRCRAFT WASHING	MOBILE	ROBERT KOPEC	317-525-6091	317-227-2770
TIME FOR SALE	AIRCRAFT WASHING	MOBILE	CAROLYN NELSON	602-295-7181	N/A
WEST COAST WASH STATION	AIRCRAFT WASHING	MOBILE	MIKE ADAMS	480-443-7320	N/A
Auto Rental Services					
ALAMO/NATIONAL CAR RENTAL	RENTAL CARS	TERM	MIKE ROLLINS	480-948-4884	480-948-7444
AVIS RENT A CAR SYSTEMS	RENTAL CARS	APK	PETER SERENA	480-948-4993	602-273-3215
ENTERPRISE RENT A CAR	RENTAL CARS	TERM	ERIC BULLIS	480-315-8051	480-315-1938
GO RENTALS	RENTAL CARS	APK	KAVOUS GITIBIN	480-991-0117	949-222-1909
HERTZ RENT-A-CAR	RENTAL CARS	TERM	SIMON ELLIS	480-609-6657	480-609-4318
Fixed Base Operators					
LANDMARK AVIATION	FIXED BASE OPERATOR (FBO)	LM	MATTHEW WRIGHT	480-948-2400	480-948-3874
SIGNATURE FLIGHT SUPPORT	FIXED BASE OPERATOR (FBO)	SFS	GREG GIBSON	480-951-2525	N/A
Hangar / Shade & Office Leasing Services					
AIR COMMERCE CENTER	OFFICE/HANGAR RENTALS	ACC	JOHN MEYER	480-483-1985	480-483-1726
GREENWAY HANGARS/SHADES	HANGAR/SHADE RENTALS	GRNWY	JOHN MEYER	480-483-1985	480-483-1726

Green indicates new permittee Yellow indicates cancellation Orange indicates suspension pending revocation Red indicates revocation

LANDMARK SOUTH COMPLEX	OFFICE/HANGAR RENTALS	LMSC	MATTHEW WRIGHT	480-948-2400	480-948-3874
In-Flight Catering Services					
BASHAS' INC. DBA AJ'S FINE FOODS	IN FLIGHT CATERING	MOBILE	MICHAEL BASHA	480-940-6731	480-940-2245
IN-FLIGHT CONCIERGE	IN FLIGHT CATERING	MOBILE	DEBRA EVANS	602-956-8512	480-683-2893
ZULU CAFFE	IN FLIGHT CATERING	TERM	DEE DEE MAZA	480-636-1634	N/A
Other Specialty Services					
U.S. Government					
FAA CONTROL TOWER	SDL AIR TRAFFIC CONTROL	TOWER	GEORGE SANT	480-609-7585	480-922-4982
US CUSTOMS	US CUSTOMS	ABC	OFFICER KENNEDY	480-312-8483	480-312-8485

- ABC = Aviation Business Center, 15041 N. Airport Drive, Scottsdale, AZ 85260
- ACC = Air Commerce Center, 14605 N. Airport Drive, Scottsdale, AZ 85260
- APK = Various Locations in Airpark
- LM = Landmark Aviation, 14600 N. Airport Drive, Scottsdale, AZ 85260
- LMSC = Landmark South Complex, 14700 N. Airport Drive, Scottsdale, AZ 85260
- SFS = Signature Flight Support, 15290 N. 78th Way, Scottsdale, AZ 85260
- LMNC = Landmark North Complex, 15115 N. Airport Drive, Scottsdale, AZ 85260
- TERM = Scottsdale Airport Terminal, 15000 N. Airport Drive, Scottsdale, AZ 85260
- TOWER = FAA Air Traffic Control Tower, 14960 N. 78th Way, Scottsdale, AZ 85260
- GRNWY = Greenway Hangars & Shades , 15135 N. Airport Dr., Scottsdale, AZ 85260

**Airpark Aeronautical Business Permittees & Tenants
March 2015**

**Aircraft Charter / Sales
& Management**

BUSINESS NAME	ACTIVITY	LOCATED	CONTACT	PHONE	FAX
AERO CARE MEDICAL TRANSPORT	A/C CHARTER	AIRPARK	JOSEPH CECE	630-466-0800	630-466-1336
AERO JET SERVICES	A/C CHARTER/MGMT	AIRPARK	MIKE AABY	480-922-7441	480-922-8297
AXIS AVIATION	A/C MANAGEMENT	AIRPARK	MATTHEW BOSCO	916-391-5000	916-391-5001
EXECUTIVE JET MANAGEMENT	A/C MANAGEMENT	AIRPARK	CHRISTINE LEBER	513-979-6709	N/A
GEMINI AIR GROUP	A/C MANAGEMENT	AIRPARK	TIM CARPAY	480-991-5387	480-991-3373
JET LINX SCOTTSDALE	A/C CHARTER/MGMT	AIRPARK	JON HULBURD	866-538-5469	888-398-3189
PHOENIX HELI SUPPORT	A/C SALES	AIRPARK	TINA CANNON	480-985-7994	480-776-2238
PINNACLE AIR GROUP	A/C CHARTER/MGMT & SALES	AIRPARK	SCOTT GUETTI	480-998-8989	480-998-7993
PRIME JET	A/C CHARTER/MGMT	AIRPARK	CHERYL JANKE	310-486-2088	303-648-4685
PULVER AVIATION	A/C MANAGEMENT	AIRPARK	DAVID PULVER	480-249-4154	480-249-4155
THE COFFMAN COMPANIES	A/C MANAGEMENT	AIRPARK	JEFF COFFMAN	480-393-0770	480-393-7774
VERTICAL AVIATION	H/C CHARTER/MGMT & SALES	AIRPARK	JOHN CASTROGIOVANNI	480-991-6558	480-907-2759

**Aircraft Rental / Leasing &
Flight Training**

ARIZONA HELICOPTER ADVENTURES	H/C SPEC COMM'L FLYING	AIRPARK	JAKE AUSTIN	480-247-8508	N/A
BLACKCOMB AVIATION	H/C SPEC COMM'L FLYING	AIRPARK	TAMI HUTCHISON	480-478-6633	N/A

**Helicopter Maintenance &
Repair**

PHOENIX HELI SUPPORT	H/C MAINTENANCE	AIRPARK	TINA CANNON	480-985-7994	480-776-2238
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**Hangar / Shade &
Office Leasing Services**

AIRE LANE	HANGAR/SHADE LEASING	AIRPARK	MOSHE BAR	480-483-8107	480-483-8172
ALTA VISTA RADIOLOGY	HANGAR/SHADE LEASING	AIRPARK	ROBERT ORTEGA	480-443-9391	N/A
ASTOR AIRPARK HOLDINGS	HANGAR/SHADE LEASING	AIRPARK	REG COOPER	480-483-1999	480-443-7776
BATES FAMILY TRUST	HANGAR/SHADE LEASING	AIRPARK	AUSTIN BATES	480-443-8287	480-443-8385
BCO	HANGAR/SHADE LEASING	AIRPARK	LYNN BABCOCK	480-922-0490	480-922-0839
B & R INVESTMENTS	HANGAR/SHADE LEASING	AIRPARK	BRUCE REDDING	480-483-1985	480-483-1726
BRAINWASH	HANGAR/SHADE LEASING	AIRPARK	MILLS SINCLAIR	480-609-1109	480-609-1159
BRO, KENT & BETSY	HANGAR/SHADE LEASING	AIRPARK	KENT BRO	480-948-8955	480-948-8645
BUILDING D	HANGAR/SHADE LEASING	AIRPARK	SCOTT LYON	480-367-6200	

Green indicates new permittee

Yellow indicates cancellation

Orange indicates suspension/pending revocation

Red indicates revocation

COURTHOUSE COMMERCIAL	HANGAR/SHADE LEASING	AIRPARK	JOSEPH ODDO	480-998-1444	480-951-1392
CWIE MANAGEMENT RESOURCES	HANGAR/SHADE LEASING	AIRPARK	FRANK CADWELL	480-449-7751	480-449-8814
DEVELOPMENT SERVICES	HANGAR/SHADE LEASING	AIRPARK	RICHARD WILSON	480-927-4888	480-927-4889
EDWARD JANKOWSKI	HANGAR/SHADE LEASING	AIRPARK	JOANNE JANKOWSKI	480-575-8185	480-575-8183
GRAYSTAR CORPORATION	HANGAR/SHADE LEASING	AIRPARK	JOHN MEYER	480-483-1985	480-483-1726
GREAT AMERICAN HANGAR	HANGAR/SHADE LEASING	AIRPARK	MARK BOSCO	916-391-5000	916-391-5001
HANGAR THREE	HANGAR/SHADE LEASING	AIRPARK	JIM KEELEY	480-596-9000	480-948-0502
JEST ENTERPRISES	HANGAR/SHADE LEASING	AIRPARK	STEVE MORALES	480-948-9969	N/A
JET LINX SCOTTSDALE	HANGAR/SHADE LEASING	AIRPARK	JON HULBURD	866-538-5469	888-398-3189
JON VESELY REVOCABLE TRUST	HANGAR/SHADE LEASING	AIRPARK	JOHN MEYER	480-483-1985	480-483-1726
KNIGHT DAME	HANGAR/SHADE LEASING	AIRPARK	DAVID GRIMM	480-948-2910	N/A
LARRY COFFEY	HANGAR/SHADE LEASING	AIRPARK	LARRY COFFEY	480-607-0140	N/A
LEX CAPITAL	HANGAR/SHADELEASING	AIRPARK	WILL SCHUCKERT	480-922-0460	480-483-8409
MOBILE INN ASSOCIATES	HANGAR/SHADE LEASING	AIRPARK	MARTIN DEHAAN	480-483-1985	480-483-1726
NDS	HANGAR/SHADE LEASING	AIRPARK	JOHN MEYER	480-483-1985	480-483-1726
PACIFIC MARINE MANAGEMENT	HANGAR/SHADE LEASING	AIRPARK	AL CHITTENDEN	360-653-4266	360-659-4216
PHOENIX HELI SUPPORT	HANGAR/SHADE LEASING	AIRPARK	TINA CANNON	480-985-7994	480-776-2238
PLO PROPERTIES	HANGAR/SHADE LEASING	AIRPARK	LYN OLIVIER	480-948-3789	480-948-3610
SCOTTSDALE HANGAR ONE	HANGAR/SHADE LEASING	AIRPARK	PATRICK COLCIERI	480-797-1522	480-659-6051
SKY PEAK	HANGAR/SHADE LEASING	AIRPARK	TONYA COLE	480-483-8107	480-483-8172
SOUTHWEST JET CENTER	HANGAR/SHADE LEASING	AIRPARK	JEFF SCHLUETER	480-845-0715	N/A
SUNSTATE AVIATION	HANGAR/SHADE LEASING	AIRPARK	MICHAEL FESSENDEN	602-683-0283	602-683-0321
TC HANGAR 3	HANGAR/SHADE LEASING	AIRPARK	JIM KEELEY	602-254-7457	602-252-8236
TC HANGAR GIANT	HANGAR/SHADE LEASING	AIRPARK	JOHN MEYER	480-483-1985	480-483-1726
WALLACE HOLDINGS	HANGAR/SHADE LEASING	AIRPARK	BOB WALLACE	480-998-8861	480-998-0388
22B AIRPARK /former TBird Properties	HANGAR/SHADE LEASING	AIRPARK	CINDY ADAMS	480-483-1985	480-483-1726
7689, LLC	HANGAR/SHADE LEASING	AIRPARK	JOHN MEYER	480-289-5715	480-751-1559

Green indicates new permittee | Yellow indicates cancellation | Orange indicates suspension/pending revocation | Red indicates revocation



COMMISSION INFORMATION REPORT

Discussion and Input Regarding Status of Aviation Items to City Council

Agenda Item No: 8

Meeting Date: 03/11/15

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

INFORMATION

Discussion and input regarding status of the Airport Advisory Commission's 2015 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 – 2015
 2. Aviation-related items to Planning Commission , Design Review Board, or City Council - 2015
 3. City Council Meeting Calendar – 2015

**AIRPORT ADVISORY COMMISSION AVIATION ITEMS TO CITY COUNCIL
2015**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	CITY COUNCIL DATE	APPROVED
01/14/2015	7-0	Rental credit for aircraft parking at the Airport Recommend Adoption of Resolution No. 10009 approving and authorizing one month credit to all city-owned hangars, shades and tie downs due to Super Bowl 2015 impacts	02/03/2015	Approved on consent
02/11/2015	6-0	Regulated Garbage Compliance Agreement Recommend Adoption of Resolution No. 10032 Authorizing Compliance Agreement No. 2015-046-COS with the United States Department of Agriculture	03/03/2015	Approved on consent
03/11/2015	?	Airport Engineering Service Contract Award Discussion and Possible Action to recommend that City Council Adopt Resolution 10055 authorizing approval of engineering/architectural service Contract No. 2015-059-COS with Mead & Hunt, Inc.	04/04/2015	?
04/08/2015	?	Airport Master Plan Recommend Adoption of Resolution No. 10038 Authorizing the adoption of the Scottsdale Airport Master Plan	05/12/2015	?

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)
2015

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	PLANNING, DRB, OR CITY COUNCIL AGENDA DATE	APPROVED
05/14/2014	4-1	21-ZN-2004#2 – Graythorn - Zoning request to modify the existing S-R PCD ESL (Service Residential, Planned Community District, Environmentally Sensitive Lands) site plan approved in case 21-ZN-2004 in 2005 on approximately 4.6+- gross acres, as identified above, to develop a 33-unit, single story residential community with a density of 7.2.	Planning 10/22/2014 City Council 12/02/2014	7-0 Approved
10/08/2014	4-3	6-GP-2014 and 14-ZN-2014 – Bahia Work Live and Play - Request for a Non-Major General Plan amendment from Employment to Mixed-Use Neighborhoods, a Non-Major General Plan Amendment to the Greater Airpark Character Area Plan from Employment to Airpark Mixed Use-Residential (AMU-R) and request approval for a rezone from Industrial Park District, Planned Community District (I-1 PCD) to Planned Commerce Park, Planned Community District (PCP PCD), on a +/- 4.5 acre site.	Planning 11/12/2014 City Council 12/02/2014	5-0 6-1

2015 City Council Meeting and Agenda Review Calendar

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- Key**
- Council Meetings
 - Optional Additional Mtg and/or Study Session
 - General Plan
 - Events
 - City of Scottsdale Holidays
 - Election
 - No meetings will be scheduled
 - Strategic Planning Workshop - TBD
 - Agenda Review Staff Meetings

- Jan: 14-MLK Celebration Dinner
27-Phoenix Open Opening Party
- Feb: 24-State of the City Address
- Mar: 7-11 NLC
- Apr:
- May: 12-Tentative Budget Adoption
- June: 2-Final Budget Adoption

- Aug: 18-21 League Conference
- Sept:
- Oct:
- Nov: 4-7 NLC
- Dec: 1-3 Major General Plan Amendments and Regular Council Mtgs



COMMISSION ACTION REPORT

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

Agenda Item No.: 9

Meeting Date: 03/11/15

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Review Airport Advisory Commission Meeting Schedule for 2015.

PURPOSE

Pursuant to By-Laws of the Scottsdale Airport Advisory Commission, Section 202, *"Regular meetings of the Commission shall be held on the second 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 Schedule of Meetings/Items – 2015

Action taken:

AIRPORT ADVISORY COMMISSION SCHEDULE OF MEETINGS - 2015
 (Including anticipated topics and timeline for discussion)

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

FEBRUARY						
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- Aviation Enterprise Fund Five-Year Financial Plan

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- Quarterly Noise Program Update

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- Risk Management Insurance Update

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- Quarterly Noise Program Update

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- CVB Update

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- Quarterly Noise Program Update
- Chamber Update

NOVEMBER						
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- AZ Business Aviation Assn. Update

DECEMBER						
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