

SCOTTSDALE AIRPORT ADVISORY COMMISSION MEETING NOTICE AND AGENDA



Wednesday, November 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: October 14, 2015

Public Comment

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

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

REGULAR AGENDA

ITEMS 1-13

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. Annual update from Arizona Business Aviation Association (AZBAA)
Contact: Ken Casey, President, AZBAA, 480-998-8989, kc@pinnacleaviation.com
2. Discussion and possible action to recommend to City Council adoption of Resolution No. 10253, Authorizing Contract No. 2015-230-COS with DMD Real Estate Group, LLC for Aviation Real Estate Brokerage Consulting Services
Staff contact: Shannon Johnson, Airport Mgmt. Analyst, 480-312-8475, shjohnson@scottsdaleaz.gov
3. Discussion and possible action modify the Airport Rules and Regulations, Section 2-27, to include unmanned aircraft systems (UAS)
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov
4. Discussion and an update regarding the Terminal Area Redevelopment project
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov
5. Discussion and possible action to recommend to City Council adoption of Ordinance No. 4228, amending Chapter 5, Aviation, of the Scottsdale Revised Code, Article III.I, Section V (f) 2 and Section 5-101-Definitions adding definitions for Runway and Structure
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, sferrara@scottsdaleaz.gov
6. Discussion and possible action to recommend to City Council approval of Case 4-TA-2015, a text amendment to the City of Scottsdale Zoning Ordinance (Ordinance No. 4204) for the purpose of repealing Appendix A – Airport Zoning
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 the Monthly Construction Report
Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, cread@scottsdaleaz.gov
9. Discussion and input regarding Monthly Operations Reports for October 2015
Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, cread@scottsdaleaz.gov

10. Discussion and input regarding Financial Reports for September 2015
Staff contact: Shannon Johnson, Airport Mgmt. Analyst, 480-312-8475,
shjohnson@scottsdaleaz.gov
11. Discussion and input regarding Public Outreach Programs and Planning Projects
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482,
sferrara@scottsdaleaz.gov
12. Discussion and input regarding Status of Aviation Items to City Council
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov
13. Discussion and possible action to Modify the Airport Advisory Commission Meeting
Schedule and Commission Item Calendar
Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov

Public Comment

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

Future Agenda Items

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

Adjournment



Meeting Date: 11/11/15

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Approval of Minutes – Regular Meeting
October 14, 2015

Attachment(s): 1. Draft minutes of the October 14, 2015 Regular Meeting

Action taken:



DRAFT

**SCOTTSDALE AIRPORT ADVISORY COMMISSION
PUBLIC MEETING
Scottsdale Airport Terminal Lobby
15000 N. Airport Drive, Scottsdale, AZ
October 14, 2015**

MINUTES

PRESENT: Ken Casey, Vice Chairman (telephonic)
Michael Goode, Acting Chairman
Brad Berry
John Celigoy
Bob Hobbi (telephonic)
William Schuckert

ABSENT: Steve Ziomek, Chairman

STAFF: Sarah Ferrara, Aviation Planning & Outreach Coordinator
Shannon Johnson, Management Analyst
Gary Mascaro, Aviation Director
Chris Read, Airport Operations Manager

GUESTS: Herb Genung
Mary Hudson
Beverly Leinweber
Bill Meskan
Guy Milanovits
Eddie Ochoa
Gene Press

CALL TO ORDER

Acting Chairman Goode called the meeting to order at 6:02 p.m.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Acting Chairman Goode led the meeting in the pledge of allegiance.

AVIATION DIRECTOR'S REPORT

Aviation Director Mr. Gary Mascaro reported that Signature Flight Support has started the process of acquiring the Landmark Aviation holding company to buy out the facilities and the charter, maintenance and repair services. As more details emerge he undertook to bring this back to the Commission for discussion.

APPROVAL OF MINUTES

1. Approval of Minutes

Regular Meeting: September 9, 2015

Commissioner Schuckert made a motion to approve the minutes of the September 9, 2015 regular meeting. Commissioner Berry seconded the motion, which carried by a vote of six (6) to zero (0). Chairman Ziomek was absent.

PUBLIC COMMENT

Mr. Gene Press, who has lived in DC Ranch for ten years said since the flight patterns changed in November 2014 the noise levels have become so intrusive that he is considering moving. He and his neighbors are concerned that property values will decrease because of the noise issue. Jets are flying low enough over his back yard that he can read the numbers on the undercarriage. At times there is a flight directly overhead every two to three minutes. The noise levels are affecting home values. He urged the Commission to consider the needs of homeowners and perhaps return the flight paths to their previous pattern, which was far less intrusive.

Mr. Herb Genung, who lives at 60th Street and Sweetwater, said he has noticed flight paths at high elevations crossing in his neighborhood and wondered whether this is why flights to and from Scottsdale Airport are flying lower.

Ms. Beverly Leinweber lives in Phoenix said she has been in touch with Congressman Schweikert with statistics of loud flights into Scottsdale which she has tracked. She cited statistics of her personal tracking, particularly of flights during nighttime hours. She can no longer enjoy her home.

Mr. Bill Meskan, who lives in Phoenix at Sweetwater and 64th Street, said the noise is overwhelming since the flight paths were changed by the FAA with no public outreach. Since he moved into the area 25 years ago the area has become built up. He expressed concern about the low altitude of some aircraft. Low flying military jets once caused a tsunami in his pool. It seems as if no one is doing anything to alleviate the noise.

Ms. Mary Hudson, a 16-year resident of northeast Phoenix, said she never had noise issues in the past but now her home is directly below the flight path to Sky Harbor and flights to and from Scottsdale Airport also pass directly over her. Her family is awakened several times a week because of the air traffic. She feels the value of her investment in the family home is being eroded. Ms. Hudson said the flight paths cross above this neighborhood, plus there is helicopter traffic to the Mayo Clinic and for monitoring the freeways. She cited an occasion where three aircraft flew over her home at 3:00 a.m. but no one could track them. They were apparently flying visually under the radar. She acknowledged Ms. Ferrara's work on logging noise complaints, however it appears that some incorrect information is being forwarded to the FAA.

REGULAR AGENDA ITEMS 1 - 13

1. Introduction from the new President/CEO of the Scottsdale Area Chamber of Commerce

Tabled in the absence of Mr. Hiegel.

2. Discussion and Possible Action Regarding Application for Airpark Aeronautical Business Permit for Delta Private Jets, Inc. to Conduct Aircraft Charter and Management Services, tabled from the September 2015 meeting

Management Analyst Ms. Shannon Johnson stated that Delta Private Jets is still seeking ratification of their permit to conduct aircraft charter and management services in the Airpark. Because they are based in Kentucky the management team is unable to attend a meeting. Only their pilot is based in Scottsdale. The company is a Part 135 operator. Two of their fleet of 66 aircraft are based at the Airpark. Delta has been in business for over 30 years and has approximately 400 employees.

Acting Chairman Goode said he would accept a motion to ratify the permit in these extenuating circumstances.

Commissioner Schuckert made a motion to ratify the Airpark aeronautical business permit for Delta Private Jets, Inc. to conduct aircraft charter and management services. Commissioner Celigoy seconded the motion, which carried by a vote of six (6) to zero (0). Chairman Ziomek was absent.

3. Discussion and Possible Action Regarding Application for Airport Aeronautical Business Permit for G.G.R. Aviation, Inc. to Conduct Flight Training, Aircraft Management and Aircraft Leasing or Rental Services

Ms. Johnson stated that G.G.R. Aviation, Inc. is seeking ratification of their permit to conduct flight training, aircraft management and aircraft leasing or rental services. She noted that Mr. Guy Malinovits was in attendance.

Mr. Malinovits explained that G.G.R. will provide flight training in the student's own aircraft. They manage small single-propeller airplanes.

Commissioner Schuckert made a motion to ratify the Airport aeronautical business permit for G.G.R. Aviation, Inc. to conduct flight training, aircraft management and aircraft leasing or rental services. Commissioner Berry seconded the motion, which carried by a vote of six (6) to zero (0). Chairman Ziomek was absent.

4. Discussion and Possible Action Regarding Application for Airport Aeronautical Business Permit for Scottsdale Executive Flight Training, LLC. to Conduct Flight Training and Aircraft Leasing or Rental Services.

Mr. Malinovits stated that Scottsdale Executive Flight Training, Inc. is a wholly owned subsidiary of G.G.R. Aviation, Inc. Training is conducted in the company's own aircraft.

Commissioner Schuckert made a motion to ratify the Airport aeronautical business permit for Scottsdale Executive Flight Training, Inc. to conduct flight training and aircraft leasing or rental services. Commissioner Berry seconded the motion, which carried by a vote of six (6) to zero (0). Chairman Ziomek was absent.

5. Discussion and Possible Action Regarding Application for Airpark Aeronautical Business Permit for Ariztar, LLC dba Pocket Jets to Conduct Aircraft Management Services

Ms. Johnson stated that Ariztar, LLC dba Pocket Jets seeks ratification of its permit to conduct Aircraft management services in the Airpark. Mr. Eddie Ochoa was in attendance.

Mr. Ochoa said the company currently has one Premier jet, but hopes to have a total of three within the next 90 days.

Commissioner Schuckert made a motion to ratify the Airpark aeronautical business permit for Ariztar, LLC dba Pocket Jets to conduct aircraft management services. Commissioner Celigoy seconded the motion, which carried by a vote of six (6) to zero (0). Chairman Ziomek was absent.

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

Ms. Johnson reviewed the list, noting that the only changes are to the companies the Commission just took action upon.

7. Discussion and Input Regarding the Monthly Construction Report

Airport Operations Manager Mr. Chris Read reported on the various construction projects and displayed photos of the work.

- The taxiway Bravo project is about one-third complete and is expected to be finished in October.

- The Airport Operations Center Building is about 55 percent complete. The operational impacts remain unchanged.
- The terminal and Landmark south ramp seal coat project was completed from beginning to end in September.
- The parking apron pull box replacement project is expected to start in December.

Mr. Goode told Commissioner Goode that the taxiway B rehabilitation project is expected to be completed around March 20, 2016. They are about halfway through the runway closures.

8. Discussion and Input Regarding Monthly Operations Report for September 2015

Mr. Read presented the monthly operations report for September. He discussed an incident where an individual deliberately drove through the gate onto the Airport. Staff immediately closed the runways and taxiways and the individual was arrested on multiple charges.

During the last fiscal year the U.S. Customs Service did well as revenue was higher than expenses.

Mr. Read noted that operation volumes at the Airport are unchanged so far from the previous fiscal year.

9. Discussion and Input Regarding Financial Reports for August 2015

Ms. Johnson presented the financial reports for August 2015. She noted that revenue is close to what staff had predicted, while expenses are about 34 percent lower than the projections.

She noted that much of the most aged accounts receivables were for an account where invoices were being generated but not being sent to the client. This situation has now been corrected.

Commissioner Goode inquired why expenses year to date are so much lower than forecast. Ms. Johnson explained that the timing of some expenses are impossible to forecast with accuracy. This report represents only the first two months of the fiscal year.

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

Aviation Planning & Outreach Coordinator Ms. Sarah Ferrara provided an update as follows:

- The FAA has not yet formally responded to the latest request to include airports in the Phoenix Metroplex process. It is also possible that the process may be suspended until further notice.
- Staff issued a press release highlighting the use of the U.S. Customs Service over its first full year of daily service. Use of the service is up by 53 percent during that period.
- Staff responded to media inquiries about the incident when the gate was breached.
- Staff is working on a video to highlight the economic benefits that the Airport and Airpark bring to the community. They plan to film in February. It will be used as a promotion,

mostly for the NBAA. Commissioner Hobbi suggested it could be used with local media outlets to promote the Airport.

- Work continues on logistics for the next NBAA annual convention.
- The Airport has an opportunity to partner with Playworks to help beautify Yavapai Elementary School and participate in a play activity with the children. She invited volunteers to contact her.
- Public outreach meetings regarding the repeal of Appendix A have begun.
- Two projects within the Airport Influence area were monitored.
- Approximately 27 pilots attended the pilot briefing on October 13. The Air Traffic Control Manager from the tower feels it would be a good idea to offer them more frequently, especially given the construction at the Airport. Commissioner Goode suggested scheduling briefings quarterly.
- Noise abatement procedures are an important topic that was stressed. Commission Hobbi suggested sharing the detailed public comments made at tonight's meeting with the pilots so they understand how noise affects residents' quality of life. This may encourage pilots to respect the curfew. Acting Chair Goode requested Ms. Ferrara to conduct some research. Summarized public comments might be shared with pilots as a handout.
- In September four voluntary curfew letters were sent.

11. Discussion and Input Regarding Quarterly Noise Complaint Summary Report

Ms. Ferrara provided the third quarter update of the noise report summary. She acknowledged that staff experienced an IT glitch in the mapping system. They have worked with IT to correct this. All the complaints were recorded but some complaints were erroneously classified as being outside of the Airport influence area. The website is now accurate.

Complaints are up compared with the third quarter of 2014.

Commissioner Hobbi inquired whether staff is receiving calls regarding overflight by aircraft using Sky Harbor. Ms. Ferrara clarified that staff tracks all complaints received and tries to match them with flights. Sometimes they do not have enough information to determine which airport is being used.

Commissioner Schuckert commented that the regional numbers on the report vary dramatically, which is confusing. Ms. Ferrara explained that they have still not finished making adjustments following the IT glitch. IT staff is still reviewing everything and she plans to run all the reports again to get a true picture of the number of regional complaints.

Ms. Ferrara said staff has met with the two Deer Valley flight schools to share concerns that some of the noise complaints are regarding their operations. The schools have reviewed the flight path and altitude requirements with all of their trainers.

Commissioner Hobbi expressed concern that many complaints do not relate to Scottsdale Airport flights at all. It would perhaps be helpful to segregate complaints about Scottsdale flights from all other aircraft noise. Ms. Ferrara said some complaints contain little information that would enable staff to make this determination. Commissioner Hobbi urged that in light of the 34 percent increase in complaints it would behoove them to try. Commissioner Goode said the complaints are received as recorded voice mails and without a two-way conversation it is

difficult to pinpoint. Commissioner Hobbi said with these significant increases in complaints at some point they will have to consider other ways of recording complaints. Commissioner Goode said this would be a monumental task; the Airport may not have the means to do this.

Commissioner Celigoy pointed out that as a public airport, the Airport is open 24/7 and really has no control over transient aircraft coming in. There is only so much that staff can do. Mr. Mascaro clarified that the tower controls the airspace to 3,000 feet within a five-mile radius, while the City of Scottsdale controls the facility.

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

Mr. Mascaro said staff hopes to bring the repeal of Appendix A to City Council at the end of January 2016. The Airport Advisory Commission will discuss this in November and the Planning Commission will consider it in December.

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

None noted.

FUTURE AGENDA ITEMS

Commissioner Hobbi asked everyone to help publicize the second annual Sky Kids event at the Airport on Saturday, November 7. They are expecting 150 children with special needs to attend and need more aircraft and pilots. He expressed appreciation for the support of the City and the Airport. This is a non-profit organization and they want to be sure every child gets a chance to fly. Ms. Ferrara undertook to mention this in the weekly newsletter.

PUBLIC COMMENT

No members of the public wished to address the Commission.

ADJOURNMENT

With no further business to discuss, being duly moved and seconded, the meeting adjourned at 7:14 p.m.

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COMMISSION INFORMATION REPORT

Annual update from Arizona Business Aviation Association (AZBAA)

Agenda Item No.: 1

Meeting Date: 11/11/15

Contact: Ken Casey,
AZBAA President

Phone: (480) 998-8989

INFORMATON

Ken Casey will present the annual update to the Airport Advisory Commission.



COMMISSION ACTION REPORT

Discussion and possible action to recommend to City Council adoption of Resolution No. 10253, Authorizing Contract No. 2015-230-COS with DMD Real Estate Group, LLC for Aviation Real Estate Brokerage Consulting Services

Agenda Item No.: 2

Meeting Date: 11/11/15

Staff Contact: Shannon Johnson,
Management Analyst

Phone: (480) 312-8475

ACTION

Airport Advisory Commission consider recommending that the City Council ADOPT Resolution No. 10253 approving and authorizing contract No. 2015-230-COS with DMD Real Estate Group, LLC for Aviation Real Estate Brokerage Consulting Services.

PURPOSE

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

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

Property Analysis, Market Analysis, Leasing Services (City as Lessor), and Consulting Services as needed.

KEY CONSIDERATIONS

- The contract gives the Aviation Department the ability to pay a commission for real estate brokerage services
- DMD Real Estate Group will be paid for leased space only, contingent upon tenant signing a lease. For the 1st five years of a lease they will be paid a 6% broker commission and for years 6-10 they will be paid a 3% broker commission
- Percentage commission paid is based on the net revenue generated
- DMD Real Estate Group will be paid a commission that is the greater of fifty percent (50%) of the first month's rent or \$500 for month-to-month agreements
- Options, extensions, renewals and holdovers are not eligible for commission
- Consulting services will be paid at an hourly rate of \$150 per hour

Attachment(s): 1. Resolution No. 10253
2. Contract No. 2015-230-COS

Action Taken:

RESOLUTION NO. 10253

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO CONTRACT NO. 2015-230-COS WITH DMD REAL ESTATE GROUP, LLC FOR AVIATION REAL ESTATE BROKERAGE CONSULTING SERVICES.

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

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

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

Section 1. The Mayor is authorized and directed to execute Contract No. 2015-230-COS between the City and DMD Real Estate Group, LLC for aviation real estate brokerage consulting services.

PASSED AND ADOPTED by the Council of the City of Scottsdale this 2nd day of December, 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: William Hylan
Senior Assistant City Attorney



**CITY OF SCOTTSDALE
PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT, entered into this ____ day of _____, 201_, between the **City of Scottsdale**, an Arizona municipal corporation, the "City", and **DMD Real Estate Group**, the "Consultant".

WITNESSETH

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

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

The Consultant is duly qualified to perform the requested services; and

In consideration of the mutual promises and obligations stated in this Contract, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

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

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

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

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

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

1.1 SERVICE DESCRIPTION

The entire Request for Proposal No. 16RP007, identified as the Aviation Real Estate Brokerage Consulting Services, and Addendums issued by the City, are incorporated into this Contract by this reference as fully as if written out below. Consultant's proposal submitted in response to Request for Proposal Number 16RP007 and dated October 16, 2015 is incorporated into this Contract by this reference as fully as if written out below.

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

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task must be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Consultant for timely completion of the tasks specified in Section 1.1 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 Consultant (as applicable).

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

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

2.2 FEE SCHEDULE

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

2.2.a. The percent % paid will be based on the net revenue generated.

2.2.b. Month to Month Lease(s) - the commission is the greater of fifty percent (50%) of the first month's rent or \$500.

CITY PAYABLE COMMISSIONS*

Lease Years 1 through 5 Broker Commission Rate: **6 %**

Lease Years 6 through 10 Broker Commission Rate: **3 %**

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

CONSULTING SERVICES

Hourly Rate: **\$ 150.00**

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

CONSULTING SERVICES - HOURLY RATE:

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

Rates indicated in this Section 2.2 represent the entire amounts payable under this Contract. Additional expenses will not be authorized.

2.3 PAYMENT APPROVAL

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

2.3.1 PAYMENT TERMS

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

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

2.4 PRICE ADJUSTMENT

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

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this Contract is for a single, five (5) year period.

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.

3.2 TERMINATION

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

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

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

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

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

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

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

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

3.3 FUNDS APPROPRIATION

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

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

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

4.2 ARIZONA LAW

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

4.3 MODIFICATIONS

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

4.4 ASSIGNMENT

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

4.5 SUCCESSORS AND ASSIGNS

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

4.6 CONTRACT ADMINISTRATOR

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

4.7 RECORDS AND AUDIT RIGHTS

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

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this Contract must be open to inspection and subject to audit and/or

4.0 GENERAL TERMS – CONT'D

reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees in accordance with the execution of the Contract. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Consultant's records and personnel in accordance with the provisions of this section throughout the term of this Contract and for a period of three (3) years after last or final payment.

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

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

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not such action is prosecuted to judgment.

4.9 INELIGIBLE BIDDER

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

4.10 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract 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.

4.0 GENERAL TERMS – CONT'D

4.11 CONFLICT OF INTEREST

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

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

4.12 NOTICES

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

In the case of Consultant:

DMD Real Estate Group

Douglas M. Davies, Partner
4890 S. Alma School Road, Suite A2-439
Chandler, Arizona 85248
(602) 432-9900
douglas@thedmdgroup.com

In the case of City:

City of Scottsdale, Aviation Department

Shannon Johnson, Contract Administrator
15000 N. Airport Drive
Scottsdale, Arizona 85260
(480) 312-8475
ShJohnson@ScottsdaleAZ.gov

4.0 GENERAL TERMS – CONT'D

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail. Notice by facsimile or electronic mail is not adequate notice.

4.13 FORCE MAJEURE

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

4.14 TAXES

Consultant is solely responsible for any and all tax obligations which may result out of the Consultants performance of this Contract. The City has no obligation to pay any amounts for taxes, of any type, incurred by the Consultant.

4.15 ADVERTISING

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

4.16 COUNTERPARTS

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

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

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

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

4.0 GENERAL TERMS – CONT'D

The Consultant will pay its Subcontractors within seven (7) calendar days of receipt of each progress payment from the City. The Consultant will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Consultant will pay Subcontractors the reduced retention within fourteen (14) calendar days of the payment of the reduction of the retention to the Consultant.

No Contract between the Consultant and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

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

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

4.19 CHANGES IN THE WORK

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

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

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

4.20 CO-OP USE OF CONTRACT

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

4.21 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. In addition, the Consultant understands and acknowledges the applicability of A.R.S. §34-301 and 34-302.

4.22 IMMIGRATION LAW COMPLIANCE

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

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

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

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

4.23 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

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

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

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

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

4.23 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS - CONT'D

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at <http://www.scottsdaleaz.gov/Purchasing> on the lower right side of the page under Forms.

4.24 NO PREFERENTIAL TREATMENT OR DISCRIMINATION

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

4.25 INDEMNIFICATION

To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Consultant 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 Consultant's and Subcontractor's employees.

Insurance provisions stated in this Contract are separate and independent from the indemnity provisions of this section and must 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.

4.26 OWNERSHIP OF PROJECT DOCUMENTS

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

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

4.0 GENERAL TERMS – CONT'D

Any use of the project documents for purposes other than intended under this Contract will be at the sole risk of the City, and the Consultant will not be liable for any losses or injuries arising out of that use.

4.27 COMPLETENESS AND ACCURACY

The Consultant will be responsible for the completeness and accuracy of work prepared by the Consultant and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Consultant. Additional work or construction added to the project will not be the responsibility of the Consultant unless the need for additional work or construction was created by any error, omission, or negligent act of the Consultant. The City's acceptance of the Consultant's work will not relieve the Consultant of any of its responsibilities. The professional standard to which the Consultant is held will be that of a similar Consultant as practiced in the State of Arizona.

4.28 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

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

4.29 EQUAL EMPLOYMENT OPPORTUNITY

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

4.30 EVALUATION OF CONSULTANT'S PERFORMANCE

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

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

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

4.31 THIRD PARTY BENEFICIARY

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

4.32 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

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

- the Contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the City under the Contract during the most recent review period;
- the Contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the Contract is in force;
- the CA will provide this information to Risk Management when requested.

5.0 INSURANCE

A current standard Acord Certificate is acceptable.

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

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

5.1 Insurance Representations and Requirements

5.1.1 General: Consultant agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Consultant, Consultant must purchase and maintain, at its own expense, the stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

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

5.1 Insurance Representations and Requirements – Cont'd

5.1.3 Coverage Term: All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

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

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

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

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

5.0 INSURANCE – CONT'D

5.1 Insurance Representations and Requirements – Cont'd

Certificates must specifically cite the following provisions endorsed to the Consultant's policy:

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

5.2 Required Coverage

5.2.1 Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

5.2.2 Professional Liability

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

5.2.3 Vehicle Liability

If any vehicle is used in the performance of the scope of work that is the subject of this contract, the Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal

authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

5.2.4 Workers Compensation Insurance

Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor'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.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

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

6.2 AUTHORITY

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

7.0 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 has subscribed their names this ____ day of _____, 2015.

CITY OF SCOTTSDALE

By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

CONSULTANT:

DMD Real Estate Group

4890 S. Alma School Road, Suite A2-439
Chandler, Arizona 85248
Phone: (602) 432-9900
Fax: (480) 526-5335

By: _____
Carolyn Jagger, City Clerk

By: _____
Douglas M. Davies, Partner

CITY OF SCOTTSDALE REVIEW:

CITY CONTRACT ADMINISTRATOR:

By: _____
Shannon Johnson, Contract Administrator

By: _____
James Flanagan
Purchasing Director

By: _____
Katherine Callaway
Risk Management Director

APPROVED AS TO FORM:

Bruce Washburn, City Attorney

By: _____
William Hylan
Senior Assistant City Attorney



COMMISSION ACTION REPORT

Discussion and Possible Action to modify the Airport Rules and Regulations, Section 2-27, to include unmanned aircraft systems (UAS)

Agenda Item No.: 3

Meeting Date: 11/11/15

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

ACTION

Discussion and possible action regarding proposed modifications to the Airport Rules and Regulations, Section 2-27, Model aircraft, kites, fireworks, etc., to include UAS.

PURPOSE

The purpose of this item is to modify the regulations in order to incorporate UAS.

- It will not allow a person to operate a UAS within 2 miles of the Airport if the activity would create a hazard to aircraft operations.
- It would also require a UAS operator to seek approval from the Air Traffic Control Tower and the Aviation Director in order to operate within the 2 mile radius.

Attachment(s): 1. Draft Airport Rules and Regulations, Section 2-27

NOTE: In accordance with Scottsdale Revised Code, Chapter 5-202, copies of the attachment above will available for review during normal business hours (8:00 a.m. – 5:00 p.m., Monday-Friday, except holidays) at the Scottsdale Airport Administration Offices located at 15000 North Airport Drive, Suite 200, Scottsdale, AZ 85260.

Action Taken:

AIRPORT RULES AND REGULATIONS

Article 2 – General Use of Airport

Section 2-27. Model aircraft, unmanned aircraft systems, kites, fireworks, etc.

No person shall fly or release a model aircraft, unmanned aircraft systems, rocket, kite, fireworks, balloon, parachute, etc., within two (2) miles of the Airport if such activity would create a hazard to aircraft operations, or as otherwise determined by the Air Traffic Control Tower or the Aviation Director.



COMMISSION INFORMATION REPORT

Discussion and an update regarding the Terminal Area Redevelopment Project

Agenda Item No.: 4

Meeting Date: 11/11/15

Staff Contact: Gary P. Mascaro,
Aviation Director

Phone: (480) 312-7735

INFORMATION

The Aviation Department will provide you an update on the potential terminal area redevelopment project.

Information that shall be provided is:

- Site Plan
- Draft conceptual elevations
- Timeline
- Request for Proposals process
- Advertisement



COMMISSION INFORMATION REPORT

Discussion and Possible Action to recommend adoption of Chapter 5 amendments

Agenda Item No: 5

Meeting Date: 11/11/15

Staff Contact: Sarah Ferrara,
Aviation Planning and Outreach
Coordinator

Phone: (480) 312-8482

ACTION

Discussion and possible action to recommend City Council adoption of Ordinance No. 4228, amending Chapter 5, Aviation, of the Scottsdale Revised Code, Article III.I, Section 5-354 (f) 2 and Section 5-101-Definitions adding definitions for *Runway* and *Structure*.

PURPOSE

The purpose of this item is to seek revisions to the ordinance for better clarity. Section V (f) 2 will revert back to language as listed in Appendix A. Also, two definitions will be added to Chapter 5.

KEY CONSIDERATIONS:

- The city received input from residents regarding the text for Section. 5-354 (f) 2. General requirements: "Confusion between airport lights and other lights."
- After reviewing suggestion with attorney's office, Section V (f) 2 will be revised to "Making it difficult for pilots to distinguish between airport lights and other lights."
- The city recommends adding two definitions: *Runway* and *Structure* to Section 5-101 - Definitions. These terms were referred to in Chapter 5, but were not included in the Definitions section.

Attachment(s): 1. Ordinance 4228, Exhibit A: Chapter 5 amendment
2. Related section of current Chapter 5 ordinance

NOTE: In accordance with Scottsdale Revised Code, Chapter 5-202, copies of the attachment above will be available for review during normal business hours (8:00 a.m. – 5:00 p.m., except holidays) at the Scottsdale Airport Administration Offices located at 15000 North Airport Drive, Suite 200, Scottsdale, AZ 85260.

Action Taken:

DRAFT 11-3-15
ORDINANCE NO. 4228

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, TO AMEND CHAPTER 5, AVIATION, OF THE SCOTTSDALE REVISED CODE.

WHEREAS, the City of Scottsdale wishes to amend Chapter 5, Aviation, of the Scottsdale Revised Code, to protect pilots specifically; and

WHEREAS, the City Council held a public hearing on December 2, 2015 to consider amending Chapter 5, Aviation, of the Scottsdale Revised Code; now, therefore,

BE IT ORDAINED by the Council of the City as follows:

Section 1. Section 5-101. Definitions, is amended by adding the following definitions in alphabetical order:

Runway means a defined area on the Airport for aircraft landings and takeoffs along its length.

Structure means an object, constructed or installed, including, but not limited to, buildings, towers, cranes, smokestacks, earthworks, mobile objects and overhead transmission lines.

Section 2. Subsection (f) of Sec. 5-354. General requirements, is amended as follows:

Sec. 5-354. General requirements.

(f) Natural growth, construction equipment and new development in the areas labeled AC-1, AC-2 and AC-3 shown on Figure 1, Airport Influence Area, shall avoid:

- (1) Creating electrical interference with communications between the airport and aircraft.
- (2) ~~Confusion~~ Making it difficult for pilots to distinguish between airport lights and other lights.
- (3) Glare directed towards pilots using the airport.
- (4) Impairing visibility near the airport.
- (5) Creating bird strike hazards.
- (6) Endangering or interfering with aircraft landings, takeoffs, and maneuverings.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 2nd day of December, 2015.

ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By: _____
Carolyn Jagger, City Clerk

By: _____
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

13894079v2

OFFICE OF THE CITY ATTORNEY

Bruce Washburn, City Attorney
By: Kathe Anderson, Assistant City Attorney

CHAPTER 5 – AVIATION, SCOTTSDALE REVISED CODE

Section 5-101. Definitions

Runway means a defined area on the Airport for aircraft landings and takeoffs along its length.

Structure means an object, constructed or installed, including, but not limited to, buildings, towers, cranes, smokestacks, earthworks, mobile objects and overhead transmission lines.

Section 5-354

(f) Natural growth, construction equipment and new development in the areas labeled AC-1, AC-2 and AC-3 shown on Figure 1, Airport Influence Area, shall avoid:

- (1) Creating electrical interference with communications between the airport and aircraft.
- (2) ~~Confusion~~ Making it difficult for pilots to distinguish between airport lights and other lights.
- (3) Glare directed towards pilots using the airport.
- (4) Impairing visibility near the airport.
- (5) Creating bird strike hazards.
- (6) Endangering or interfering with aircraft landings, takeoffs, and maneuverings.



COMMISSION INFORMATION REPORT

Discussion and Possible Action to recommend approval of text amendment to repeal Appendix A

Agenda Item No: 6

Meeting Date: 11/11/15

Staff Contact: Sarah Ferrara,
Aviation Planning and Outreach
Coordinator

Phone: (480) 312-8482

ACTION

Discussion and possible action to recommend to City Council approval of Case 4-TA-2015, a text amendment to the City of Scottsdale Zoning Ordinance (Ordinance No. 4204) for the purpose of repealing Appendix A – Airport Zoning

PURPOSE

The purpose of this item is to repeal Appendix A – Airport Zoning, which is no longer used, outdated and no longer aligns with federal law. The regulatory document that replaced Appendix A is Chapter 5 of the Scottsdale Revised Code adopted in 2012.

KEY CONSIDERATIONS:

- In 2012, the city adopted Chapter 5 of the Scottsdale Revised Code, Aviation as the regulatory document for new development in the Airport Influence Area; it replaced Appendix A – Airport Zoning.
- Chapter 5 incorporates all pertinent information from Appendix A and is broader in scope addressing noise sensitive uses, noise mitigation, noise notification, aviation easements and clarifying language for crane operations and natural growth that may impact airspace.
- The purpose of Chapter 5 is to regulate new development in the Airport Influence Area to: avoid obstructions that destroy or impair airport utility, comply with Federal Aviation Administration (FAA) standards for noise awareness and mitigation; protect the viability of the airport as general aviation facility; and promote public health, safety and general welfare.
- On May 12, 2015, this item was presented to City Council. Based on City Council's direction, they asked for an additional round of public comment and a comparison chart. The chart was created and thoroughly evaluated by City Attorney's Office, Planning Department and Aviation Department. An additional opportunity for public comment was provided on Oct. 12 and Oct. 21 with a total of five attendees.
- These meetings were publicized via the Arizona Republic, Scottsdale Update (media tip sheet), Airport website, postcards, emails to targeted distribution list and Planning and Zoning newsletter.
- The City Attorney's Office, Planning and Aviation departments support the repeal of Appendix A and firmly supports that Chapter 5 provides solid protection of the viability of the airport.

Attachment(s): 1. Ordinance 4204, Repeal of Appendix A
2. Matrix comparing Chapter 5 and Appendix A

NOTE: In accordance with Scottsdale Revised Code, Chapter 5-202, copies of the attachment above will be available for review during normal business hours (8:00 a.m. – 5:00 p.m., except holidays) at the Scottsdale Airport Administration Offices located at 15000 North Airport Drive, Suite 200, Scottsdale, AZ 85260.

Action Taken:

ORDINANCE NO. 4204

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, TO REPEAL APPENDIX A, AIRPORT ZONING, OF THE SCOTTSDALE REVISED CODE.

WHEREAS, the City of Scottsdale wishes to repeal Appendix A, Airport Zoning, of the Scottsdale Revised Code, as the provisions that: (1) are not obsolete have been revised and placed in Chapter 5, Aviation, of the Scottsdale Revised Code, and (2) are obsolete should be removed; and

WHEREAS, the City Council held a public hearing on December 2, 2015 to consider repealing Appendix A, Airport Zoning, of the Scottsdale Revised Code; now, therefore,

BE IT ORDAINED by the Council of the City of Scottsdale that Appendix A, Airport Zoning is hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Scottsdale this 2nd day of December, 2015.

ATTEST:

CITY OF SCOTTSDALE, an
Arizona municipal corporation

By: _____
Carolyn Jagger, City Clerk

By: _____
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Bruce Washburn, City Attorney
By: Kathe Anderson, Assistant City Attorney

Matrix comparing Appendix A with Chapter 5, Aviation
 Requested by City Council
October 2015

APPENDIX A
AIRPORT ZONING

Please note:

The Description of Changes column shows various colors. The content in black is the initial description of changes from city staff (Planning, Attorney and Aviation). Content in orange reflects comments received from residents during public outreach meetings. Content in blue is evaluation of comments/suggestions by city staff.

	Appendix A	Chapter 5	Description of Changes
1	<p align="center">ORDINANCE NO. 1254</p> <p>AN ORDINANCE OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, RELATING TO SCOTTSDALE MUNICIPAL AIRPORT, REGULATING AND RESTRICTING THE HEIGHT OF STRUCTURES AND OBJECTS OF NATURAL GROWTH, IN THE VICINITY OF SCOTTSDALE MUNICIPAL AIRPORT BY CREATING THE APPROPRIATE ZONES AND ESTABLISHING THE BOUNDARIES OF SUCH ZONES, REFERRING TO THE SCOTTSDALE MUNICIPAL AIRPORT ZONE HEIGHT MAP WHICH IS INCORPORATED IN AND MADE A PART OF THIS ORDINANCE, PROVIDING FOR ENFORCEMENT, ESTABLISHING AN AIRPORT BOARD OF ADJUSTMENT, IMPOSING PENALTIES, AND DECLARING AN EMERGENCY.</p> <p>BE IT ORDAINED, by the Council of the City of Scottsdale, Arizona, as follows:</p> <p><i>Section 1.</i> An ordinance to be known as the Scottsdale Municipal Airport Zone Height Ordinance is hereby adopted to read:</p>		<p>Appendix A was adopted in 1980. The language is outdated and no longer aligns with current Scottsdale Zoning Ordinance or FAA standards.</p> <p>Appendix A was mainly limited to height regulations; FAA requirements are now broader in scope than Appendix A in protecting communities as well as airports in addressing noise sensitive uses, noise mitigation, noise notification and aviation easements.</p>
2	<p>Sec. I. [Findings.]</p> <p>This ordinance is adopted pursuant to the authority conferred by the Scottsdale City Charter and article 2, chapter 3, title 2 of the Arizona Revised Statutes [A.R.S. § 2-301 et seq.]. It is hereby found that an obstruction has the potential for endangering the lives and property of users of Scottsdale Municipal</p>	<p>Sec. 5-350. - Findings.</p> <p>This article recognizes that obstructions to flights to and from the Scottsdale Airport may:</p> <p>(1) Endanger the lives and property of airport users and persons in the vicinity of the airport;</p>	<p>This update strengthens the city's ability to enforce these ordinances because it updated the language, reformatted text to city standard and was adopted by the City Council.</p>

<p>Airport, and property or occupants of land in its vicinity; that an obstruction may affect existing and future instrument approach minimums of Scottsdale Municipal Airport; and that an obstruction may reduce the size of areas available for the landing, takeoff, and maneuvering of aircraft, thus tending to destroy or impair the utility of Scottsdale Municipal Airport and the public investment therein. Accordingly, it is declared:</p> <ol style="list-style-type: none"> (1) That the creation or establishment of a hazardous obstruction is a public nuisance and may injure the region served by Scottsdale Municipal Airport; (2) That it is necessary in the interest of the public health, public safety, and general welfare that the creation or establishment of obstructions that are a hazard to air navigation be prevented. <p>It is hereby ordained by the City Council of Scottsdale, Arizona, as follows:</p>	<ol style="list-style-type: none"> (2) Affect existing and future instrument approach minimums to the airport; and (3) Reduce the areas available for aircraft landing, takeoff, and maneuvering. <p>Sec. 5-351. - Purpose. This article regulates new development, natural growth and construction equipment in the Airport Influence Area, as shown in Figure 1, to:</p> <ol style="list-style-type: none"> (1) Avoid obstructions that may destroy or impair the airport's utility and the public investment therein; (2) Comply with Federal Aviation Administration (FAA) standards for noise awareness and mitigation; (3) Protect the viability of the airport as a general aviation facility; and (4) Promote the public health, safety, and general welfare. 	<p>Appendix A Findings section was simply labelled by the codifier not City Council.</p> <p>While Appendix A addresses hazardous obstructions, Chapter 5 both avoids hazardous obstructions and notes other obstructions, as obstructions may not be hazardous but still detrimental.</p> <p>Comments:</p> <ul style="list-style-type: none"> • Can we strengthen the word "Avoid" or statement? • Add statement something to the tune of "ensure continued protection of space surrounding airport." <p>Response: <i>Avoid is a strong word. Prevent is another option. Other options considered, but rejected as inappropriate, were: limit and remove.</i></p> <p><i>The concept of protecting space around the airport is implicit in (1), (2) and (3) and the application of those purposes to the Airport Influence Area, as stated. None of these purposes could be met without protecting impacted space around the airport. No change is recommended.</i></p>
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			<p>Chapter 5 avoids “public nuisance” term because this is very difficult to prove.</p> <p>Purpose section added which allows a court to interpret the ordinance to achieve the purpose.</p> <p>Chapter 5 added specifics to address obstruction related to natural growth and construction equipment and not just structures and development.</p>
<p>3</p>	<p>Sec. II. Definitions.</p> <p>As used in this ordinance, unless the context otherwise requires:</p> <ol style="list-style-type: none"> 1. <i>Airport</i> means Scottsdale Municipal Airport. 2. <i>Airport elevation</i> [means] one thousand five hundred nine (1,509) feet above mean sea level. 3. <i>Approach surface</i> [means] a surface longitudinally centered on the extended runway centerline, extending outward and upward from the end of the primary surface and at the same slope as the approach zone height limitation slope set forth in section IV of this ordinance. In plan the perimeter of the approach surface coincides with the perimeter of the approach zone. 4. <i>Approach, transitional, horizontal, and conical zones</i>--These zones are set forth in section III of this ordinance. 5. <i>Airport board of adjustment</i> [means] a board consisting of five (5) members appointed by the City Council of the City of Scottsdale as provided for in article 2, chapter 3, title 2 of the 	<p>Sec. 5-101. - Definitions.</p> <p>The following words and phrases, whenever used in this chapter or documents promulgated hereunder, shall be construed as defined in this section unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All definitions contained in 49 U.S.C. § 40101 et seq. (previously known as the Federal Aviation Act of 1958, hereinafter cited as "FAA Act") and all amendments thereto shall be considered as included herein; and all definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases....</p> <p><i>Airport</i> means all of the city-owned or leased real or</p>	<p>The definitions selected from 5-101 reflect those applicable to Art. III. Airport Vicinity Development Regulations.</p> <p>The following definitions in Appendix A are obsolete: <i>Airport elevation;</i> <i>Approach surface;</i> <i>Approach, transitional, horizontal, and conical zones;</i> <i>Conical surface;</i> <i>Height;</i> <i>Horizontal surface;</i> <i>Nonconforming height;</i> <i>Primary surface;</i> <i>Transitional surfaces;</i> <i>Tree;</i> <i>Utility runway;</i> <i>Visual runway</i></p> <p>The Airport Board of Adjustment does not appear because the board framework has been replaced and is now called the Airport Appeals Board.</p> <p>From second review,</p>

<p>Arizona Revised Statutes [A.R.S. § 2-301 et seq.].</p> <p>6. <i>Conical surface</i> [means] a surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of four thousand (4,000) feet.</p> <p>7. <i>Hazard to air navigation</i> [means] an obstruction determined by the Federal Aviation Administration to have a substantial adverse effect on the safe and efficient utilization of the navigable airspace.</p> <p>8. <i>Height</i>--For the purpose of determining the height limits in all zones set forth in this ordinance and shown on zone height map, which is a part of this ordinance, the datum shall be mean sea level elevation unless otherwise specified.</p> <p>9. <i>Horizontal surface</i> [means] a horizontal plane one hundred fifty (150) feet above the established airport elevation, the perimeter of which in plan coincides with the perimeter of the horizontal zone.</p> <p>10. <i>Nonconforming height</i> [means] any lawful pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of this ordinance or an amendment thereto.</p> <p>11. <i>Obstruction</i> [means] any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in section IV of this ordinance.</p> <p>12. <i>Person</i> [means] an individual, firm, partnership, corporation, company, association, joint stock association, or governmental entity; includes a trustee, a receiver, an assignee, or a similar representative of any of them.</p> <p>13. <i>Primary surface</i> [means] a surface longitudinally centered on a runway. The primary surface extends two</p>	<p>personal property comprising Scottsdale Airport as now exists or as may hereafter be expanded and developed. "Airport" includes all of its facilities as shown on the most current Airport Layout Plan....</p> <p><i>Airport Appeals Board</i> means a body consisting of the Chairman of the Airport Advisory Commission, another Airport Advisory Commission member appointed by the Chairman, and a city representative appointed by the City Manager or his designee....</p> <p><i>*Construction equipment</i> means cranes, derricks and other machinery that could present a hazard to air navigation.</p> <p><i>*Cultural, civic and social organization</i> means libraries, museums, historical sites, clubs and lodges, and indoor facilities for public assembly.</p> <p><i>*Fair disclosure</i> means written notice to purchasers that land is in proximity to the Scottsdale Airport.</p> <p><i>*Hazard to air navigation</i> means an obstruction determined by the Federal Aviation Administration to have a substantial adverse effect on the safe and efficient use of the navigable airspace.</p> <p><i>*Natural growth</i> means one or more trees or other plants that could present a hazard to air navigation.</p> <p><i>*New development</i> means:</p> <p>(1) A conditional use permit (CUP) application that is heard by the planning commission, which application is filed after October 1, 2012;</p> <p>(2) A development application that is heard by the development review</p>	<p>definitions for Runway and Structure will be added as they are mentioned in Chapter 5 but not included in the definitions.</p> <p>Sec. 5-101. Definitions.</p> <p><i>Runway</i> means a defined area on the Airport for aircraft landings and takeoffs along its length.</p> <p><i>Structure</i> means an object, constructed or installed, including, but not limited to, buildings, towers, cranes, smokestacks, earthworks, mobile objects and overhead transmission lines.</p> <p>New and relevant terms were added to the definition list (asterisk): <i>construction equipment, cultural, civic and social organization, fair disclosure, hazard to air navigation, natural growth and new development.</i></p> <p>Can we delete "substantial"?</p> <p>Response: <i>Below is the current definition for hazard to air navigation, which includes the word substantial. This definition has long protected the airport, and permitted its growth and progress. In this definition, the FAA, not the City, determines whether an obstruction has an adverse effect. The federal</i></p>
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	<p>hundred (200) feet beyond each end of that runway. The width of the primary surface is set forth in section III of this ordinance. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline.</p> <p>14. <i>Runway</i> [means] a defined area on an airport prepared for landing and takeoff of aircraft along its length.</p> <p>15. <i>Structure</i> [means] an object, including a mobile object, constructed or installed by man, including but without limitation, buildings, towers, cranes, smokestacks, earth formation, and overhead transmission lines.</p> <p>16. <i>Transitional surfaces</i>--These surfaces extend outward at ninety-degree angles to the runway centerline and the runway centerline extended at a slope of seven (7) feet horizontally for each foot vertically from the sides of the primary and approach surfaces to where they intersect the horizontal and conical surfaces.</p> <p>17. <i>Tree</i> [means] any object of natural growth.</p> <p>18. <i>Utility runway</i> [means] a runway that is constructed for an intended to be used by propeller driven aircraft of twelve thousand five hundred (12,500) pounds maximum gross weight and less.</p> <p>19. <i>Visual runway</i> [means] a runway intended solely for the operation of aircraft using visual approach procedures.</p>	<p>board, which application is filed after October 1, 2012;</p> <p>(3) Construction of a building, except buildings accessory to single-family dwellings, for which a building permit is issued after October 1, 2012 and construction is diligently pursued to completion; and</p> <p>(4) Construction of a structure located within the twenty thousand (20,000) foot radius of the Scottsdale Airport, that penetrates the 100:1 slope (one hundred (100) feet horizontal run for each one (1) foot vertical rise) from the nearest point of the runway, including structures accessory to single-family dwellings, for which a building permit is issued after October 1, 2012 and construction is diligently pursued to completion.</p> <p><i>Obstruction</i> means any structure, construction equipment, natural growth, or other object, including a mobile object.</p> <p><i>Person</i> means the state, county, a political subdivision of the state, other governmental entity, a corporation, firm, partnership, association, organization, and any other group acting as a unit, as well as an individual. Person includes a trustee, receiver, assignee or similar representative.</p>	<p><i>authority prevails over any City determination. No change is recommended.</i></p> <p>The definition for <i>hazard to air navigation</i> is virtually identical in Chapter 5 as it was in App. A.</p>
4		<p>Sec. 5-352. Applicability.</p> <p>The requirements of this article apply to all new development, natural growth and construction equipment in the areas labeled</p>	<p>Appendix A did not include a specific Applicability section; this addition to Chapter 5 adds that specific detail and defines</p>

		<p>AC-1, AC-2 and AC-3 shown on Figure 1, Airport Influence Area, below. The Airport Influence Area is adopted and amended in accordance with the FAA Part 150 Noise Compatibility Study. [Figure 1. Airport Influence Area.]</p>	<p>a larger area than what was included in Appendix A. This section is in accordance with the FAA Part 150 Noise Compatibility Study.</p>
<p>5</p>	<p>Sec. III. Airport zone heights.</p> <p>In order to carry out the provisions of this ordinance, there are hereby created and established certain zones which include all of the land lying beneath the approach surfaces, transitional surfaces, horizontal surfaces, and conical surfaces as they apply to the Scottsdale Municipal Airport. Such zones are shown on the Scottsdale Municipal Airport Zone Height Map, which is attached hereto and by reference made a part hereof. An area located in more than one (1) of the following zones is considered to be only in the zone with the more restrictive height limitation. The various zones are hereby established and defined as follows:</p> <ol style="list-style-type: none"> 1. <i>Runway larger than utility visual approach zone.</i> The inner edge of this approach zone coincides with the width of the primary surface and is five hundred (500) feet wide. The approach zone expands outward uniformly to a width of one thousand five hundred (1,500) feet at a horizontal distance of five thousand (5,000) feet from the primary surface. Its centerline is the continuation of the centerline of the runway. 2. <i>Transitional zones.</i> The transitional zones are the areas beneath the transitional surfaces. 3. <i>Horizontal zone.</i> The horizontal zone is established by swinging arcs of five thousand (5,000) feet radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal zone does not include the approach and transitional zones. 		<p>Appendix A was created prior to Noise Compatibility Studies. Appendix A is outdated, narrow in scope and no longer meets current FAA regulations.</p> <p>Appendix A narrowly focused on height analysis and obstructions. The various zones listed in Appendix A are obsolete and no longer referenced.</p>

	<p>4. <i>Conical zone.</i> The conical zone is established as the area that commences at the periphery of the horizontal zone and extends outward therefrom a horizontal distance of four thousand (4,000) feet.</p>		
6	<p>Sec. IV. Airport zone height limitations. Except as otherwise provided in this ordinance, no structure shall be erected, altered, or maintained, and no tree shall be allowed to grow in any zone created by this ordinance to a height in excess of the applicable height limit herein established for such zone. Such applicable height limitations are hereby established for each of the zones in question as follows:</p> <ol style="list-style-type: none"> 1. <i>Runway larger than utility visual approach zone.</i> Slopes twenty (20) feet outward for each foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of five thousand (5,000) feet along the extended runway centerline. 2. <i>Transitional zones.</i> Slope seven (7) feet outward for each foot upward beginning at the sides of and at the same elevation as the primary surface and the approach surface, and extending to a height of one hundred fifty (150) feet above the airport elevation which is one thousand five hundred nine (1,509) feet above mean sea level. 3. <i>Horizontal zone.</i> Established at one hundred fifty (150) feet above the airport elevation or at a height of one thousand six hundred fifty-nine (1,659) feet above mean sea level. 4. <i>Conical zone.</i> Slopes twenty (20) feet outward for each foot upward beginning at the periphery of the horizontal zone and at one hundred fifty (150) feet above the airport elevation and extending to a height of three hundred fifty (350) feet above the airport elevation. 	<p>Sec. 5-354. General requirements.</p> <p>(a) The owner of new development (and natural growth and construction equipment associated with new development) to be constructed in the areas labeled AC-1, AC-2 and AC-3 shown on Figure 1, Airport Influence Area, shall complete forms required by the city and the Scottsdale Airport to comply with this chapter, and submit the completed forms with final plans. The owner shall comply with the requirements of the forms.</p> <p>(b) The owner of new development (and natural growth and construction equipment associated with new development), to be located within the twenty thousand-foot radius of the Scottsdale Airport, that penetrates the 100:1 slope from the nearest point of the runway shall submit to the FAA the appropriate forms for FAA review. See FAA Form 7460-1. Before final plan approval, the owner shall submit the FAA response to FAA Form 7460-1.</p> <p>(c) The owner of new development (and natural growth and construction equipment associated with new development), and more than two hundred (200) feet high, shall submit to the FAA the appropriate forms for FAA review. See FAA Form 7460-1. Before final plan approval, the owner shall submit the FAA response to FAA Form</p>	<p>Height analyses for new development or redevelopment, natural growth and construction equipment are reviewed by the FAA through the 7460-1 process.</p> <p>Consider adding another subpoint (f) to address Airport Layout Plan or protection of departure and approach zones.</p>

	<p>5. <i>Excepted height limitations.</i> Nothing in this ordinance shall be construed as prohibiting the construction or maintenance of any structure, or growth of any tree to a height up to twenty (20) feet above the surface of the land.</p> <p><i>[Compliance with zoning ordinance.]</i> Nothing in this ordinance shall be construed as permitting the construction or maintenance of a structure which exceeds the maximum height permitted in article 5, City of Scottsdale Ordinance 455.</p>	<p>7460-1.</p> <p>(d) The owner of construction equipment to be located within the twenty thousand-foot radius of the Scottsdale Airport, that penetrates the 100:1 slope from the nearest point of the runway shall submit to the FAA the appropriate forms for FAA review. See FAA Form 7460-1. If the construction equipment is in violation of 14 CFR Part 77, the owner shall immediately remove the construction equipment as directed by the Aviation Director.</p> <p>(e) All applications for natural growth and new development shall be processed in accordance with Appendix B of the Scottsdale Revised Code (Basic Zoning Ordinance).</p>	<p><i>The concept needs to be clarified before being inserted in Chapter 5. As structured, this section requires the owner of certain new development to submit a specified form to the FAA, and indicates that new development is processed in accordance with the Zoning Ordinance. The FAA form 7460-1 addresses the concept of protecting the approach and departure zones.</i></p> <p><i>If more text needs to be added, these basic questions need to answered:</i></p> <ul style="list-style-type: none"> • <i>What does protecting the approach and departure zones mean?</i> • <i>What specific additional actions, requirements, submittals and policies are necessary to address protection?</i> • <i>What document defines the zones? Or if no document defines the zones, how are they to be defined? How are the zones to be amended as conditions change?</i> • <i>Is the owner of the development, or the City, or both, responsible for</i>
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			<p><i>protecting the approach and departure zones?</i></p> <ul style="list-style-type: none"> <i>Should the airport raise fees to implement and enforce the protection?</i> <p><i>No change is recommended.</i></p>
7	<p>Sec. V. Additional restrictions.</p> <p>Notwithstanding any other provisions of this ordinance, no use may be made of land or water within any zone established by this ordinance in such a manner as to create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, result in glare in the eyes of pilots using the airport, impair visibility in the vicinity of the airport, create bird strike hazards, or otherwise in any way endanger or interfere with the landing, takeoff, or maneuvering of aircraft intending to use the airport.</p>	<p>See Sec. 5-354. General requirements. (f) above:</p> <p>(f) Natural growth, construction equipment and new development in the areas labeled AC-1, AC-2 and AC-3 shown on Figure 1, Airport Influence Area, shall avoid:</p> <ol style="list-style-type: none"> (1) Creating electrical interference with communications between the airport and aircraft. (2) Confusion between airport lights and other lights. (3) Glare directed towards pilots using the airport. (4) Impairing visibility near the airport. (5) Creating bird strike hazards. (6) Endangering or interfering with aircraft landings, takeoffs, and maneuverings. 	<p>Section f (2) was changed due to input from a citizen’s concern about wording; will revert back to Appendix A wording: <i>Making it difficult for pilots to distinguish between airport lights and other lights.</i></p> <p><i>Add another point (7) to protect the size of the airport and to not reduce the size of area for landing and takeoff distances.</i></p> <p><i>(6) Above addresses the comment by avoiding interfering with aircraft landings, takeoffs, and maneuvering. This statement recognizes the airport’s configuration, and includes areas outside the airport property, by the reference to AC-1, AC-2 and AC-3 in the lead-in language.</i></p> <p><i>Over time, the airport might be restructured. Advances in flight technology may warrant changes in</i></p>

			<p><i>approach and departure zones. It is important to avoid limiting the airport's ability to reconfigure its property or reorient its runways by fixing the airport size and location of approach and departure zones to this point in time. No change is recommended.</i></p>
8		<p>Sec. 5-355. - Fair disclosure requirements.</p> <p>(a) As recommended by the FAA Part 150 Noise Compatibility Study, each owner of property located in the areas labeled AC-1, AC-2 and AC-3 shown on Figure 1, Airport Influence Area, shall make fair disclosure to each purchaser. If a development is subject to Covenants, Conditions and Restrictions (CC&Rs), the owner shall include the disclosure in the CC&Rs.</p> <p>(b) For development applications heard by the Development Review Board or Planning Commission, which are filed after October 1, 2012, the city may require the fair disclosure to be recorded against the property.</p> <p>(c) The issuance of an occupancy permit may be subject to evidence that fair disclosure has been made and/or recorded, as applicable.</p> <p>Sec. 5-356. - Noise sensitive uses.</p> <p>All land uses are regulated by the underlying zoning district in accordance with Appendix B of the Scottsdale Revised Code (Basic</p>	<p>The following sections from Sec. 5-355 to 5-358 were added to Chapter 5 due to the completion of Noise Studies. These new sections were defined in the noise studies and needed to be addressed in Chapter 5 for Fair Disclosure, Noise Sensitive Uses, Avigation Easements and Noise Attenuation.</p> <p><i>To add more strength to the language and protection layer for the airport, can the fair disclosure notices require tenants/renters to sign these notices? Or can language be added to the disclosure notices referencing the avigation easements or to see title?</i></p> <p><i>While this concept is laudatory, there are many questions to be answered before adding text to Chapter 5:</i></p>

		<p>Zoning Ordinance). Noise sensitive land uses as part of new development are further regulated in the areas labeled AC-1, AC-2 and AC-3 shown on Figure 1, Airport Influence Area, pursuant to the following table. The Aviation Director may interpret and designate noise sensitive uses in conformance with the intent of the FAA to protect new development from aviation noise. [Table 5-356.A. Noise Sensitive Use Regulations. See chart on the last page.]</p> <p>Sec. 5-357. - Avigation easement requirement.</p> <p>Before final plan approval for any new development, the owner of a new development in the areas labeled AC-1 (for noise-sensitive uses only, except hotels, motels, resorts and hospitals), AC-2 and AC-3 shown on Figure 1, Airport Influence Area, shall grant the city, and record, an avigation easement satisfactory to the city attorney's office.</p> <p>Sec. 5-358. - Noise attenuation requirements.</p> <p>(a) All new developments that include noise-sensitive uses within the areas labeled AC-2 and AC-3 shown on Figure 1, Airport Influence Area, shall be constructed with noise attenuation measures in conformance with sound transmission requirements of the International Building Code (IBC).</p> <p>(b) If noise sensitive uses occupy only a portion of a new development, only the noise sensitive uses are required to be</p>	<ul style="list-style-type: none"> • <i>Who is responsible for getting the fair disclosures signed—the landlord, the airport, the City or someone else (the landowner or developer, for example)?</i> • <i>What’s to be done with the signed disclosures? Should they be filed with the City?</i> • <i>How does the City keep track of the changes in tenancy to make sure the disclosures are signed by all current tenants (and subtenants)?</i> • <i>What happens if a tenant refuses to sign a disclosure?</i> • <i>Is the benefit to be gained from thousands of signed disclosures worth the bureaucracy required to implement and enforce the proposed requirement?</i> <p><i>No change is recommended.</i></p> <p><i>The concept to add something to the disclosure notice regarding the avigation easement is more feasible, and will be considered further, but is</i></p>
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		protected.	<i>outside this effort to revise Chapter 5.</i>
9	<p>Sec. VI. Nonconforming heights.</p> <p>1. <i>Regulations not retroactive.</i> The regulations prescribed by this ordinance shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this ordinance, or otherwise interfere with the continuance of a nonconforming height. Nothing contained herein shall require any change in the construction, alteration, or intended use of any structure, the construction or alteration of which was begun prior to the effective date of this ordinance.</p> <p>2. <i>Marking and lighting.</i></p> <p>Notwithstanding the preceding provision of this section, the owner of any existing nonconforming structure or tree is hereby required to permit the installation, operation, and maintenance thereon of such markers and lights as shall be deemed necessary by the airport director to indicate to the operators of aircraft in the vicinity of the airport the presence of such airport obstruction. Such markers and lights shall be installed, operated, and maintained at the expense of the City of Scottsdale.</p>	<p>Sec. 5-359. Existing structures and natural growth.</p> <p>(a) Nothing in this article requires any change in the construction or change in the intended use of any structure if the construction began before October 1, 2012.</p> <p>(b) No use or natural growth established or structure begun before October 1, 2012 is permitted to become a greater hazard to air navigation than it was on October 1, 2012.</p> <p>(c) The Aviation Director may require the owner of a structure, the construction of which began before October 1, 2012, to install markers and lights on the structure, if the Aviation Director deems them necessary for airport safety. The markers and lights shall be installed, operated, and maintained at the owner's expense.</p> <p>(d) If a structure, the construction of which began before October 1, 2012, does not conform to the requirements in this article and is destroyed to the extent of fifty (50) percent or more of its value, then the reconstruction of the structure is subject to the requirements of this article.</p> <p>(e) If natural growth is in violation of 14 CFR Part 77, the owner shall immediately remove the natural growth as directed by the Aviation Director.</p>	<p>This section of Chapter 5 standardizes the language between agencies to promote better understanding. It still addresses non-conforming heights.</p> <p>This section was updated to put the onus on the owner not the city.</p> <p>Chapter 5 adds specifically addresses natural growth, so there is no question that natural growth can cause a hazard.</p>
10	<p>Sec. VII. Notification.</p> <p>Each person who proposes any of the following construction or alterations shall notify the Federal Aviation Administration</p>		<p>This section of Appendix A is addressed in Chapter 5 under Sec. 5-354. General requirements. (b), (c) and</p>

<p>(FAA) in the form and manner prescribed herein:</p> <ol style="list-style-type: none"> 1. Any construction or alteration of more than two hundred (200) feet in height above the ground level at its site. 2. Any construction or alteration of greater height than an imaginary surface extending outward and upward 100 to 1 for a horizontal distance of twenty thousand (20,000) feet from the nearest point of the nearest runway. 3. Any highway, railroad, or other traverse way for mobile objects of a height which, if adjusted upward seventeen (17) feet for an interstate highway that is part of the national system of military and interstate highways where crossings are designed for a minimum of seventeen (17) feet vertical distance, fifteen (15) feet for any other public roadway, ten (10) feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, twenty-three (23) feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of subparagraph (1) or (2) above. 4. Any construction or alteration on the Scottsdale Municipal Airport. No person is required to notify the FAA for any of the following construction or alteration: <ol style="list-style-type: none"> a. Any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a 		<p>(d) above.</p> <p>This section now aligns with FAA requirements and its process.</p>
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	<p>city, town or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely effect safety in air navigation.</p> <p>b. Any antenna structure of twenty (20) feet or less in height except one that would increase the height of another antenna structure.</p> <p>c. Any air navigation facility, airport visual approach or landing aid, aircraft arresting device or meteorological device of a type approved by the FAA.</p> <p>Each person who is required to notify the FAA under this ordinance shall send one (1) executed set (four copies) of FAA Form 7460-1 Notice of Proposed Construction or Alteration to the FAA Western Regional Office. Copies of FAA Form 7460-1 may be obtained from the regional office or the office of the airport director.</p> <p>1. The notice required under FAR [FAA] part 77 and this ordinance must be submitted at least thirty (30) days before the earlier of the following dates:</p> <p>a. The date the proposed construction or alteration is to begin.</p> <p>b. The date an application for a construction permit is to be filed.</p>		
11	<p>Sec. VIII. Permits.</p> <p>1. <i>Future uses.</i> No structure shall be erected or otherwise established, and no tree shall be planted in any zone hereby created unless a height permit therefore shall have been applied for and granted. Each application for a building permit within any of the zones created herein shall indicate the purpose for which the permit is desired, with sufficient particularity to allow it to be determined whether the resulting use, structure, or tree would conform to the regulations herein prescribed. If such determination is in the affirmative, the permit</p>		<p>The Permits section of Appendix A is captured in Chapter 5 under Sec. 5-354. General requirements. (a) and Sec. 5-359. Existing structures and natural growth. above.</p> <p>The section has been simplified and follows FAA requirements and process.</p>

<p>shall be granted. No permit for a use inconsistent with the provisions of this ordinance shall be granted unless a variance has been approved in accordance with section VIII, 4. Nothing contained in any of the foregoing exceptions shall be construed as permitting or intending to permit any construction, or alteration of any structure, or growth of any tree in excess of any of the height limits established by this ordinance except as set forth in section IV, 5.</p> <p>2. <i>Existing uses.</i> No permit shall be granted that would allow the establishment or creation of an obstruction or permit a nonconforming use, structure, or tree to become a greater hazard to air navigation than it was on the effective date of this ordinance or any amendments thereto or than it is when the application for a permit is made.</p> <p>3. <i>Nonconforming uses abandoned or destroyed.</i> If at any time any building or land in existence or maintained at the time of the adoption of this ordinance, which does not conform to the regulations for the district in which it is located, shall be destroyed by fire, explosion, act of God or act of the public enemy to the extent of fifty (50) percent of its value as determined by three (3) competent appraisers, then and without further action by the city council the said building and the land on which said building was located or maintained shall from and after the date of such destruction be subject to all the regulations specified by this ordinance for the district in which such land and building are located.</p> <p>4. <i>Variances.</i> Any person desiring to erect or increase the height of any structure, or permit the growth of any tree, or use property, not in accordance with the regulations prescribed in this ordinance, may apply to the airport board of adjustment for a variance from such regulations. The application for variance shall be accompanied by a determination from the Federal Aviation Administration as to the effect of the proposal</p>	<p>Sec. 5-360. Variances.</p> <p>(a) If an owner cannot meet the requirements of this article, the owner may apply to the Airport Appeals Board for a variance from the requirements, in accordance with the procedures in section-5-362.</p> <p>(b) The owner shall file an application with the Aviation</p>	<p>The Variances section meets with the structure of the Airport Appeals Board. The Airport Board of Adjustment is not active.</p> <p>Is article the correct term used under the Variance section?</p>
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	<p>on the operation of air navigation facilities and the safe, efficient use of navigable airspace. Such variances shall be allowed where it is duly found that a literal application or enforcement of the regulations will result in unnecessary hardship and relief granted, will not be contrary to the public interest, will not create a hazard to air navigation, will do substantial justice, and will be in accordance with the spirit of this ordinance.</p> <p>5. <i>Obstruction marking and lighting.</i> Any permit or variance granted may, if such action is deemed advisable to effectuate the purpose of this ordinance, be so conditioned as to require the owner of the structure or tree in question to install, operate, and maintain, at the owner's expense, such markings and lights as may be necessary.</p>	<p>Director, including a written FAA determination that the variance will not affect the airport's safety, efficiency and utility.</p> <p>(c) A variance may be allowed if the Airport Appeals Board finds that:</p> <ul style="list-style-type: none"> (1) The owner did not create the circumstances requiring a variance; (2) A literal application of the requirements will result in unnecessary hardship; and (3) The variance will advance the public interest, avoid hazards to air navigation, do substantial justice, and comply with the spirit of this chapter. <p>(d) The Airport Appeals Board may impose conditions on a variance. A violation of a condition is a violation of this chapter, and renders the variance void.</p> <p>(e) A variance is void if the use has not begun within one (1) year after the variance is granted. The Airport Appeals Board may permit extensions, if the request for the extension is filed with the Aviation Director before the one (1) year expires.</p> <p>(f) The Airport Appeals Board may not permit noise-sensitive uses within area labeled AC-3 shown on Figure 1, Airport Influence Area.</p>	<p>In checking with the city's attorney's office, the variance section addresses article III in Chapter 5 and not the entire ordinance.</p> <p>Response: <i>The word article refers to Article III.I, Airport Vicinity Development Regulations. The variance section permits limited variances from these regulations, not variance requests that might arise from other parts of Chapter 5. No change is recommended.</i></p>
<p>12</p>	<p>Sec. IX. Enforcement.</p> <p>It shall be the duty of the airport director to administer and enforce the regulations prescribed herein. Applications for height permits and variances shall be made to the airport director. Application for variance by the airport board of adjustment shall be forthwith transmitted by the airport director</p>	<p>Sec. 5-361. Use determination, administration and enforcement.</p> <p>(a) The Aviation Director's determination that a use is a noise-sensitive use may be appealed to the Airport Appeals Board, in accordance with the procedures in sections 5-362.</p>	

	<p>with his recommendation to the airport board of adjustment.</p>	<p>(b) The Aviation Director shall administer and interpret this chapter.</p> <p>(c) The Aviation Director shall enforce the requirements of this article, with the assistance, as requested, of the planning department and code enforcement.</p>	
<p>13</p>	<p>Sec. X. Airport board of adjustment.</p> <p>1. There is hereby created an airport board of adjustment to have and exercise the following powers:</p> <p>(1) To hear and decide appeals from any order, requirement, decision, or determination made by the airport director, in the enforcement of this ordinance;</p> <p>(2) To hear requests for variances.</p> <p>2. The airport board of adjustment shall consist of five (5) members of the City of Scottsdale Airport Advisory Commission and shall be appointed by and serve at the pleasure of the Scottsdale City Council. The members shall serve three-year terms unless sooner removed by the council with or without cause.</p> <p>3. The airport board of adjustment shall adopt rules for its governance and in harmony with the provisions of this ordinance. Meetings of the airport board of adjustment shall be held at the call of the chairperson and at such other times as the airport board of adjustment may determine. The chairperson or, in the absence of the chairperson, the acting chairperson may administer oaths and compel the attendance of witnesses. All hearings of the airport board of adjustment shall be public. The airport board of adjustment shall keep minutes of its proceedings showing the vote of each member upon each question; or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official action, all of which shall immediately be filed in the office of city clerk and on due cause shown.</p>	<p>Sec. 5-109.1. Airport Appeals Board.</p> <p>The Airport Appeals Board is created to:</p> <p>(1) Hear requests for variances;</p> <p>(2) Perform such other duties as are imposed on the Airport Appeals Board by this chapter.</p> <ul style="list-style-type: none"> • See also definition of Airport Appeals Board above: <i>Airport Appeals Board</i> means a body consisting of the Chairman of the Airport Advisory Commission, another Airport Advisory Commission member appointed by the Chairman, and a city representative appointed by the City Manager or his designee. 	<p>The Airport Appeals Board is defined in Sec. 5109.1 to keep separate from Airport Advisory Commission, since two different bodies.</p> <p>This section is numbered as 5-109.1, because it allowed us to insert a section in an appropriate place without doing a lot of renumbering of the subsequent sections.</p>

	<p>4. The airport board of adjustment shall make findings of fact and conclusions of law giving the facts upon which it acted and its legal conclusions from such facts in reversing, affirming, or modifying any order, requirement, decision, or determination which comes before it under the provisions of this ordinance.</p> <p>5. The concurring vote of a majority of the members of the airport board of adjustment shall be sufficient to reverse any order, requirement, decision, or determination of the airport director, or to decide in favor of the applicant or any matter upon which it is required to pass under this ordinance or to grant a variance.</p>		
14	<p>Sec. XI. Appeals.</p> <p>1. Any person aggrieved, or any taxpayer affected, by any decision of the airport director, made in the administration of the ordinance, may appeal to the airport board of adjustment.</p> <p>2. All appeals hereunder must be taken within a reasonable time as provided by the rules of the airport board of adjustment, by filing with airport director, a notice of appeal specifying the grounds thereof. The airport director shall forthwith transmit to the airport board of adjustment all the papers constituting the record upon which the action appealed from was taken.</p> <p>3. An appeal shall stay all proceedings.</p> <p>4. The airport board of adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing, any party may appear in person or by agent or by attorney.</p> <p>5. The airport board of adjustment may, in conformity with the provisions of this ordinance, reverse or affirm, in whole or in part, or modify the order, requirement, decision, or determination as may be appropriate under the circumstances.</p>	<p>Sec. 5-362.</p> <p>Procedure—application for a variance and appeal under Article III.I.</p> <p>(a) Upon receipt of the following, the Airport Appeals Board shall set a hearing within ten (10) calendar days and give notice of the hearing:</p> <p>(1) A variance application.</p> <p>(2) An appeal of the Aviation Director's determination that a use is a noise-sensitive use.</p> <p>(b) An appeal of the Aviation Director's determination that a use is a noise-sensitive use shall be taken by filing a written notice of appeal with the Aviation Director no later than ten (10) calendar days after the Aviation Director's determination. The right to appeal is waived if the notice of appeal is not timely filed.</p> <p>(c) The Airport Appeals Board may grant continuances of the hearing, but hearings under this section shall be conducted no later than thirty (30) calendar days from the date on which the application was filed.</p>	<p>This revised section includes the establishment of procedural timeframes (10 days) and provides greater detail on the appeal process.</p>

	<p>Sec. XII. Judicial review.</p> <p>Any person aggrieved, or any taxpayer affected, by any decision of the airport board of adjustment, may appeal to the superior court as provided in section 2-330 of the Arizona Revised Statutes.</p>	<p>(d) All meetings shall be public, except as provided by Arizona Revised Statutes. Minutes of meetings shall be kept.</p> <p>(e) The applicant and the city may be represented by counsel at the hearing. Formal rules of evidence shall not apply. The Airport Appeals Board may compel the attendance of witnesses. Both the applicant and the city may cross-examine witnesses and present evidence through testimony and exhibits. The Airport Appeals Board shall determine the order and manner of proof.</p> <p>(f) The Airport Appeals Board shall make findings of fact and conclusions of law based on the evidence. The concurring vote of a majority of the members of the Airport Appeals Board is required for decision.</p> <p>(g) The Airport Appeals Board shall rule on the matter and give notice of the ruling in writing within ten (10) calendar days, unless all parties stipulate that additional time is required to render a fair decision. The Airport Appeals Board may impose conditions on its ruling.</p> <p>(h) The exhaustion of remedies at the city level does not preclude an aggrieved party from seeking any other remedies provided by law.</p>	<p>See Sec. 5-362. Procedure—application for a variance and appeal under Article III.I. (h)</p>
15	<p>Sec. XIII. Penalties.</p> <p>Each violation of this ordinance or of any regulation, order or ruling promulgated hereunder shall constitute a class 3 misdemeanor. Each day a violation continues to exist shall constitute a separate offense.</p>		<p>See Scottsdale Revised Code, Sec. 1-8. General penalty; continuing violations— Established. re: general penalty of Class 1 misdemeanor and continuing violations.</p> <p>This was removed from Chapter 5 as any violations</p>

			are enforced and covered by Scottsdale Revised Code.
16	<p>Sec. XIV. Conflicting regulations.</p> <p>Where there exists a conflict between any of the regulations or limitations prescribed in this ordinance and any other regulations applicable to the same area, whether the conflict be with respect to the height of structures or trees, and the use of land, or any other matter, the more stringent limitation or requirement shall govern and prevail.</p>	<p>Sec. 5-353. - Conflicts.</p> <p>(a) If a parcel is in two (2) or more areas labeled AC-1, AC-2 and AC-3 shown on Figure 1, Airport Influence Area, the entire parcel shall meet the requirements of the most restrictive area.</p> <p>(b) In the case of conflict between this article and another provision of the Scottsdale Revised Code, the provision providing the higher standard for protection of the public health, safety and general welfare, as determined by the Aviation Director, shall apply.</p>	<p>This section is updated to conform to new FAA standards, but in essence states that in the case of a conflict the higher standard or more stringent limitation stands.</p>
17	<p>Sec. XV. Citizen review process.</p> <p>Any airport zoning map amendment or any text amendment to the airport zoning ordinance, appendix A, shall follow the citizen review process prescribed in appendix B, Section 1.305 of the zoning ordinance.</p>		<p>The citizen review process is required per state law and per Scottsdale Zoning Ordinance Article I, Sec. 1.305. It does not need to be called out in its own section.</p> <p>Chapter 5 is governed by the Scottsdale planning process.</p> <p>See Zoning Ordinance, Sec. 1.305. Review of Application. re: Citizen Review Process for Zoning District Map Amendments and Zoning Ordinance text amendments.</p>
18	<p>Sec. XVI. Severability.</p> <p>If any of the provisions of this ordinance or the application thereof to any person or circumstances are held invalid, such invalidity shall not affect other provisions or</p>		<p>See Scottsdale Revised Code, Sec. 1-10. - Severability of parts of Code.</p> <p>It is hereby declared to be</p>

	<p>applications of the ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared to be severable.</p>		<p>the intention of the council that the sections, paragraphs, sentences, clauses and words of this Code are severable and if any word, clause, sentence, paragraph or section of this Code shall be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining words, clauses, sentences, paragraphs and sections of this Code, since the same would have been enacted by the council without the incorporation in this Code of any such unconstitutional word, clause, sentence, paragraph or section.</p>
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Table 5-356.A. Noise Sensitive Use Regulations.

This table defines the noise sensitive uses regulated by the underlying zoning district in accordance with Appendix B of the Scottsdale Revised Code (Basic Zoning Ordinance). Noise sensitive land uses as part of new development are further regulated in the Airport Influence Area.

Cultural institution*	NP	P (1) (2)	P (1)
Civic and social organization	NP	P (1) (2)	P (1)
Day care*	NP	P (1) (2)	P (1)
Dwelling unit*	NP	P (1) (2)	P (1)
Elementary and secondary school*	NP	P (1) (2)	P (1)
Hospital*	NP	P (1) (2)	P
Manufactured home*	NP	P (1) (2)	P (1)
Place of worship	NP	P (1) (2)	P (1)
Residential health care facility	NP	P (1) (2)	P (1)
Travel accommodation*	NP	P (1) (2)	P

NP - Not Permitted

P - Permitted with Use Limitations:

(1) - Avigation easement required under [Sec. 5-357](#) below.

(2) - Noise attenuation required under [Sec. 5-358](#) below.

* The terms cultural institution, day care, dwelling unit, elementary and secondary school, hospital, manufactured home and travel accommodation are defined in the Basic Zoning Ordinance.



COMMISSION INFORMATION REPORT

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

Agenda Item No.: 7

Meeting Date: 11/11/15

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
November 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 RESOURCE GROUP (AERODYNE)	A/C SALES	ACC	LAWRENCE BARNA	480-359-7979	N/A
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
G.G.R. AVIATION	A/C MGMT	SFS	GUY MILANOVITS	480-614-1166	N/A
GLOBALJET NA	A/C MGMT	LMSC	TYLER HORN	480-350-7927	480-719-8869
HOBO JET	A/C CHARTER BROKERAGE	SFS	JOSH ALLEN	480-773-0952	N/A
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
LANDMARK AVIATION – CHARTER	A/C CHARTER	LM	RICK WIELEBSKI	480-948-2400	480-948-3874
MEMLEY AVIATION	A/C CHARTER / MGMT	SFS	ALAN MEMLEY	559-233-5165	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/ A/C RENTAL	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
G.G.R. AVIATION	FLIGHT TRAINING / A/C RENTAL	SFS	GUY MILANOVITS	480-614-1166	N/A

Green indicates new permittee

Yellow indicates cancellation

Orange indicates suspension pending revocation

Red indicates revocation

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
SCOTTSDALE EXECUTIVE FLIGHT TRAINING	FLIGHT TRAINING / A/C RENTAL	SFS	GUY MILANOVITS	480-614-1166	N/A
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

Aircraft Maintenance & Repair

AERO JET SERVICES LLC	A/C MAINTENANCE	SFS	MIKE AABY	480-922-7441	480-922-8297
ARIZONA AIRCRAFT INTERIOR DESIGN	SPECIALIZED A/C REPAIR	SFS	MICHAEL BRYANT	480-832-1330	480-832-1186
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
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

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

Fixed Base Operators					
LANDMARK AVIATION	FIXED BASE OPERATOR (FBO)	LM	RICK WIELEBSKI	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
LANDMARK SOUTH COMPLEX	OFFICE/HANGAR RENTALS	LMSC	RICK WIELEBSKI	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 DBA CIAO BABY CATERING	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
November 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
ARIZTAR DBA POCKET JETS	A/C CHARTER/MGMT	AIRPARK	EDDIE OCHOA	480-600-8004	480-553-8667
AXIS AVIATION	A/C MANAGEMENT	AIRPARK	MATTHEW BOSCO	916-391-5000	916-391-5001
DELTA PRIVATE JETS	A/C CHARTER/MGMT	AIRPARK	REX BEVINS	859-534-4314	859-334-6547
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
NORTH CENTRAL AVIATION	A/C CHARTER/MGMT	AIRPARK	BRIAN HAHN	651-842-8453	N/A
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
SCOTTSDALE HANGAR ONE	A/C MANAGEMENT	AIRPARK	ANDY SHAFER	480-624-9000	480-659-6051
THE COFFMAN COMPANIES	A/C MANAGEMENT	AIRPARK	JEFF COFFMAN	480-393-0770	480-393-7774
TWC AVIATION	A/C CHARTER/MGMT & SALES	AIRPARK	BOB OLIVER	818-441-0100	N/A
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
SUNSTATE HELICOPTERS	H/C SPEC COMM'L FLYING & H/C FLIGHT TRAINING	AIRPARK	CHRIS DOBKINS	602-469-3182	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**

AERO CARE MEDICAL TRANSPORT	HANGAR/SHADE LEASING	AIRPARK	JOSEPH CECE	630-466-0800	630-466-1336
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

Green indicates new permittee

Yellow indicates cancellation

Orange indicates suspension/pending revocation

Red indicates revocation

ASTOR AIRPARK HOLDINGS	HANGAR/SHADE LEASING	AIRPARK	REG COOPER	480-483-1999	480-443-7776
AVALON ONE	HANGAR/SHADE LEASING	AIRPARK	SAMIR KANUGA	480-718-2412	N/A
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
BRAINWASH	HANGAR/SHADE LEASING	AIRPARK	MILLS SINCLAIR	480-609-1109	480-609-1159
BUILDING D	HANGAR/SHADE LEASING	AIRPARK	SCOTT LYON	480-367-6200	
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	ANDY SHAFER	480-624-9000	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 the Monthly Airport Construction Report

Agenda Item No.: 8

Meeting Date: 11/11/15

Staff Contact: Chris Read,
Airport Operations Manager

Phone: (480) 312-2674

INFORMATION

Airport Construction Update for October 2015.

PURPOSE

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

PROJECTS UNDER CONSTRUCTION

Taxiway B Rehabilitation - (\$5,366,927.20)

July 6th 2015 to March 20th 2016

<u>% Complete</u>	<u>Completed Work - October</u>	<u>Anticipated Work - November</u>	<u>Operational Impacts</u>
45	Demolition, electrical pull box installation, new electrical conductor installation, drain pipe installation, paving of temporary taxiways. Phase 2 completed 10/24/15.	Phase 3 demolition, light can and pull-box installation, crack sealing and patching. Phase 3 completion. Phase 4 demolition.	October - 14 runway closures, Taxiway B closed from B10 to B12, and then closed from B10 to B7. November - 12 runway closures, Taxiway B closed from B10 to B7 and then closed from B7 to just north of B1 after 11/18.





Airport Operations Center Building - (\$3,968,000.00)
 January 26th 2015 to November 20th 2015

<u>% Complete</u>	<u>Completed Work - October</u>	<u>Anticipated Work - November</u>	<u>Operational Impacts</u>
70	HVAC duct and installation, fire sprinkler installation, interior framing, exterior wall framing.	HVAC installation, pave parking lot, glass window installation, interior framing, electrical, plumbing, door installation, drywall, roof installation.	Northernmost part of Landmark North ramp closed, North Airport Drive vehicle gate closed.





PLANNED PROJECTS

Parking Apron Pull Box Replacement Project

Description	Estimated Cost	<u>Status</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Replace 8 old cement cover pull boxes with new steel covered boxes.	\$55,000	Out to Bid	February 15, 2016	March 7, 2016

Runway 03 Runway Safety Area/Wildlife Mitigation Project

Description	Estimated Cost	<u>Status</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Re-grade and place approximately 50,000 square yards of crushed rock material near the approach end of runway 03.	\$500,000	Finalizing Design	February 15, 2016	March 9, 2016



COMMISSION INFORMATION REPORT

Discussion and Input Regarding Operations Report for October 2015

Agenda Item No.: 9

Meeting Date: 11/11/15

Staff Contact: Chris Read,
Airport Operations Manager

Phone: (480) 312-2674

INFORMATION

Airport Monthly Operations Update for October 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	16	200	45	129	390
October 2014	17	195	46	123	381

OPERATIONS

	<u>October 2014</u>	<u>October 2015</u>	<u>% Δ</u>	<u>2014 YTD</u>	<u>2015 YTD</u>	<u>% Δ</u>
Total	14,069	13,709	-2.5	127,833	131,102	2.5
IFR	3,689	3,500	-5.1	34,257	35,322	3.1

ALERTS

<u>Date</u>	<u>Type</u>	<u>Description</u>
10/08/15	2	Aero Commander 690A, engine failure
10/27/15	2	Beech 35, carbon monoxide in cockpit alarm

INCIDENTS

<u>Date</u>	<u>Description</u>
10/08/15	Cirrus SR22, flat nose tire during taxi
10/14/15	Fuel spill at Landmark North fuel farm
10/25/15	Cessna 172, flat main tire during taxi

Commission Information Report
 Airport Monthly Operations Update for October 2015

Agenda Item No.: 9

ENFORCEMENT ACTIONS

<u>Date</u>	<u>Violation</u>	<u>Enforcement Method Used</u>	<u>Comments</u>
10/09/15	Storm Water Pollution Prevention Program violation	N.O.V.	2 nd Violation
10/09/15	Speeding	Verbal	1 st Violation
10/09/15	Aiding and Abetting (speeding)	Verbal	1 st Violation
10/13/15	Failure to display vehicle permit	N.O.V.	1 st Violation
10/14/15	Failure to display vehicle permit	N.O.V.	1 st Violation
10/22/15	Performing aircraft catering without a valid Aeronautical Business Permit	Verbal	1 st Violation
10/30/15	Airport Security Plan violation	Verbal	1 st Violation

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/current month)</u>	<u>Comments</u>
\$102,925	\$84,857	82	182	20	U.S. Visit Summary 60 Mexican, 3 British, 3 Norwegian, 2 French and 1 Indian citizens

<u>*Revenue (FYTD)</u>	<u>Total Uses Month</u>	<u>Total Uses (FYTD)</u>
2015/16 (\$102,925)	SEP 2015 (82)	2015/16 (182)
2014/15 (\$94,700)	SEP 2014 (68)	2014/15 (170)

**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/Connectivity Charges, Regulated Garbage, Value of Lost Rent, Staff Time and Utilities*

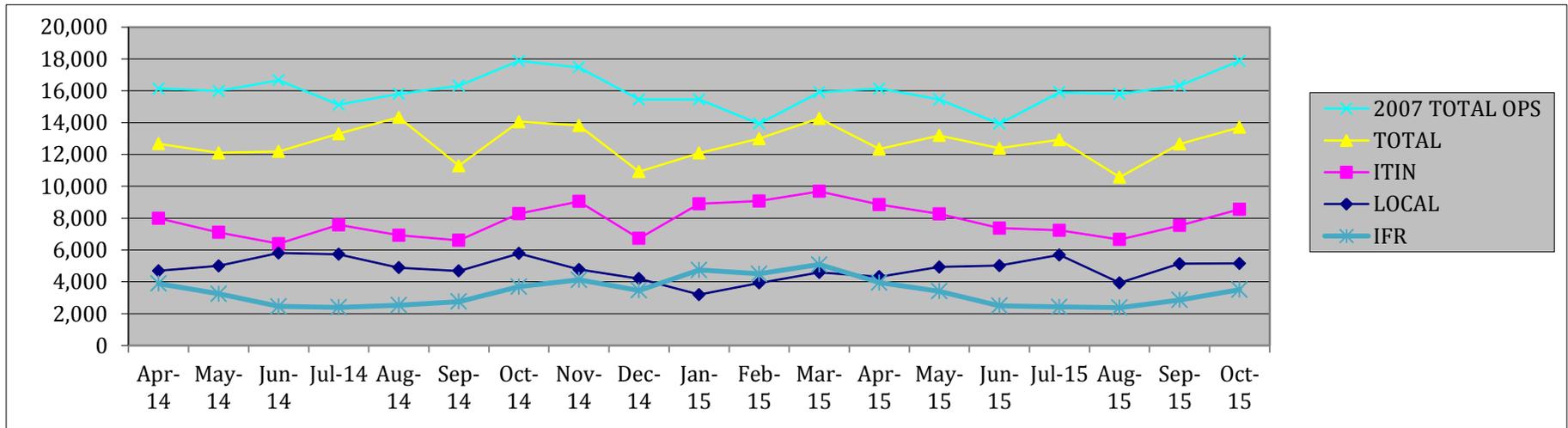
75,000 lbs. + PPR = 26 (calendar year 2015)

Attachment(s): 1. Scottsdale Airport Operations Counts 2014–2015

SCOTTSDALE AIRPORT OPERATIONS 2014-2015



	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15
ITIN	7,986	7,100	6,391	7,580	6,921	6,607	8,279	9,046	6,722	8,899	9,074	9,682	8,849	8,263	7,373	7,233	6,652	7,530	8,560
LOCAL	4,687	4,998	5,806	5,724	4,881	4,683	5,781	4,771	4,196	3,191	3,918	4,586	4,318	4,926	5,015	5,689	3,928	5,131	5,149
IFR	3,892	3,240	2,455	2,390	2,531	2,755	3,689	4,122	3,457	4,743	4,498	5,084	3,946	3,403	2,496	2,421	2,371	2,860	3,500
TOTAL	12,673	12,098	12,197	13,304	14,333	11,290	14,060	13,817	10,918	12,090	12,992	14,268	12,338	13,189	12,388	12,922	10,580	12,661	13,709



PRE-RECESSION COMPARISON

	Oct-07	Oct-15	% change
ITIN	11,658	8,560	-26.6%
LOCAL	6,215	5,149	-17.2%
IFR	4,097	3,500	-14.6%
TOTAL	17,873	13,709	-23.3%



COMMISSION INFORMATION REPORT

Discussion and Input Regarding Monthly
Financial Reports for September 2015

Agenda Item No: 10

Meeting Date: 11/11/15

Staff Contact: Shannon Johnson,
Management Analyst

Phone: (480) 312-8475

AVIATION OPERATING BUDGET FISCAL YEAR 2015/16

	FY 2015/16		FY 2015/16		FY 2015/16 Year to Date (through September 2015)			
	Adopted Budget		Approved Budget		Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$3,904,685		\$3,904,685		\$787,231	\$677,507	-\$109,724	-14%
Expenses	\$2,107,032		\$2,133,475		\$589,097	\$402,003	-\$187,094	-32%
Net	\$1,797,653		\$1,771,210		\$198,134	\$275,504	\$77,370	39%

AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 8/31/15	\$5,708,433	\$4,820,654	\$10,529,087
As of 7/31/15	\$5,636,893	\$5,886,126	\$11,523,019

MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	September 2014	September 2015	Dollar Variance	% Variance
	Revenue	\$227,296	\$239,023	\$11,727
Expenses	\$137,407	\$118,879	-\$18,528	-13%
Net	\$89,889	\$120,144	\$30,255	34%

ACCOUNTS RECEIVABLE AGING REPORT

Sep-15

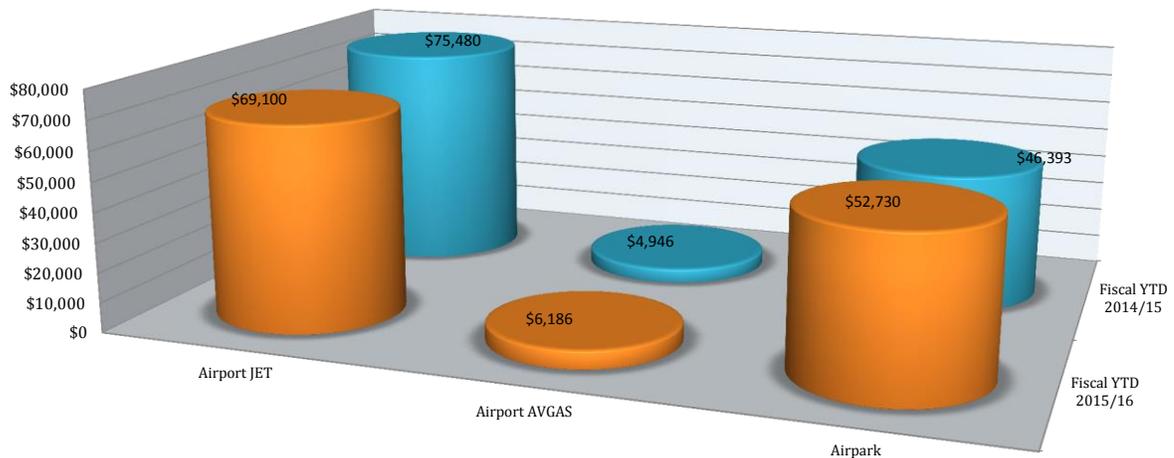
	Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
All Accounts Total	21,781.97	1,885.66	164.46	-2.71	546.56	657.71	25,033.65

Fuel Flowage (@ \$0.08 per gallon)

	September 2014			September 2015			% Change From Last Yr
	Revenue	Gallons	% Total	Revenue	Gallons	% Total	
Airport JET	\$28,391	354,884	61.2%	\$26,004	325,056	57.2%	-8.4%
Airport AVGAS	\$1,801	22,516	3.9%	\$1,994	24,925	4.4%	10.7%
Airpark	\$16,162	202,030	34.9%	\$17,454	218,175	38.4%	8.0%
Total	\$46,354	579,430	100.0%	\$45,453	568,156	100.0%	-1.9%

	Fiscal YTD 2014/15			Fiscal YTD 2015/16			% Change From Last Yr
	Revenue	Gallons	% Total	Revenue	Gallons	% Total	
Airport JET	\$75,480	943,503	59.5%	\$69,100	863,750	54.0%	-8.5%
Airport AVGAS	\$4,946	61,821	3.9%	\$6,186	77,319	4.8%	25.1%
Airpark	\$46,393	579,918	36.6%	\$52,730	659,126	41.2%	13.7%
Total	\$126,819	1,585,242	100.0%	\$128,016	1,600,195	100.0%	0.9%

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: 11

Meeting Date: 11/11/15

Staff Contact: Sarah Ferrara,
Aviation Planning and 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.

FAA Flight Path Changes			
#	Description	Purpose	Status
1	Next Gen RNAV	With new routes implemented at Sky Harbor Airport, it has created increased complaints from residents related to these changes. Staff evaluating data and meeting with FAA. Mayor and City Council fully engaged.	In progress
2	Phoenix MetroPlex	According to Phoenix, the FAA has not formally responded to their last request to include airports in the Metroplex process; we have heard that the process is suspended until further notice.	In progress
Marketing Program			
#	Description	Purpose	Status
1	Media and Social Media	Articles on U.S. Customs appeared in several outlets, including Arizona Republic, Scottsdale Independent, KJZZ and KTAR	Completed
2	List serves	List serve newsletter sent out with latest construction update.	Completed
3	Tradeshows	Finalizing show details for NBAA Annual Convention 2015. Preparing lead gathering and list serve.	In progress
4	Terminal Hangar Redevelopment	In support of this project, launching a new webpage, writing a press release and creating a postcard and flier.	In progress
Community Outreach			
#	Description	Purpose	Status
1	Brochures, flyers, other print materials & videos	Video to highlight Economic Benefit of the Airport being edited; working to have completed prior to NBAA.	In process
2	Website Updates	Phase two of airport website revamp underway. Will include more visually appealing format for airport pages.	In process

3	Realtor/ Homeowner Assoc. Outreach	Available to present to homeowner associations and realtor groups as needed.	As needed
	Community Outreach	Through partnership with Playworks and Run the Runway event, Scottsdale Airport staff participated in a play day at Yavapai Elementary School on Friday, Nov. 6. Scheduled to do a school beautification project Nov. 14.	In process
Planning Projects			
#	Description	Purpose	Status
1	Repeal of Appendix A of Scottsdale Zoning Code	Completed outreach meetings on Oct. 12 at One Civic Center and Oct. 21 at Airport for Repeal of Appendix A. Next step is to present before City Council on Dec. 2.	In progress
2	Monitor property development through the Planning Department	Working with the Planning Department to protect the airspace and development uses near Scottsdale Airport. There were seven projects within the Airport Influence Area listed in the Planning and Zoning reports for October.	In progress
Pilot Outreach			
#	Description	Purpose	Status
1	Pilot Briefing & Outreach	FAA ATCT and Aviation staff host Pilot Briefing at airport terminal generally twice a year.	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 October.	As needed



COMMISSION INFORMATION REPORT

Discussion and Input Regarding Status of Aviation Items to City Council

Agenda Item No: 12

Meeting Date: 11/11/15

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	02/03/15	Approved on consent
02/11/15	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	03/03/15	Approved on consent
03/11/15	5-0	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.	04/14/15	Approved on consent
04/08/15	7-0	Airport Master Plan Recommend Adoption of Resolution No. 10038 Authorizing the adoption of the Scottsdale Airport Master Plan	05/12/15	Approved 7-0
04/08/15 11/11/15	7-0 ?	Repeal of Appendix A Discussion and Possible Action to recommend approval of case 4-TA-2015, a text amendment to the City of Scottsdale Zoning Ordinance (Ordinance No. 4xxx) for the purpose of repealing Appendix - A - Airport Zoning	05/12/15 12/02/15	Continued ?
05/13/15	6-0	Scottsdale Airport Taxiway "B" Bid Award Discussion and Possible Action to recommend that City Council Adopt Resolution No. 10081 Authorizing Construction Bid Award No. 15PB027 for the construction of the rehabilitation of Taxiway "B"	06/02/15	Approved on consent
11/11/15	?	Aviation Real Estate Brokering Consultant Services Adopt Resolution 10253 authorizing Contract 2015-230-COS with DMD Real Estate Group, LLC for Aviation Real Estate Brokerage Consulting Services to provide aviation real estate brokerage consulting services for Scottsdale Airport.	12/02/15	?

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
04/08/15 11/11/15	7-0 ?	Repeal of Appendix A of Scottsdale Zoning Code Recommend Zoning Ordinance Text Amendment to repeal Appendix A – Airport Zoning.	04/22/15 PC 05/12/15 CC 12/02/15 CC	Approved Continued ?
N/A	N/A	On-Track Tutoring and Academy On-Track Tutoring and Academy Near Bell Road and 91st Street. The applicant is requesting approval to amend an existing Conditional Use Permit for a private school in a portion of an existing 34,445 +/- sq. ft. building to expand within the current leased property, as well as an increase in maximum number of students enrolled from 70 students to 100 students, with a long-term cap of 140 students located at 16641 N. 91st., Suite 100. CASE#5-UP-2013#2	05/13/14 PC 07/01/15	5-0 7-0
N/A	N/A	Optima Center Kierland This is a request to rezone a 9.09 acre site for four building mid-rise development of multi-family residential dwellings and a hotel at the northwest corner of Scottsdale Road and Kierland Boulevard from C-2 PCD to PUD. City of Phoenix CASE# Z-22-14-2	City of Phoenix	-
?	?	Winter Aircraft Hangar Near Greenway Road and 76th Street. The applicant is requesting approval of a new 13,712 square foot hangar building on a 1-acre site located at 7517 E. Greenway Road. CASE#16-DR-2015	08/20/15 DR	6-0
?	?	Greenway Hayden Loop Apartments Kaplan Acquisitions, LLC is seeking to redevelop 8.84 acres for a 5-story (i.e., 4-story over podium), luxury apartment development. They are proposing 765 units (i.e., 86.5 du/ac) at 15501 N Dial Blvd. Rezoning/Minor GP required. Pre-App: 733-PA-2015	?	?

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.: 13

Meeting Date: 11/11/15

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 6:00 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

APRIL						
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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

OCTOBER						
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- Quarterly Noise Program Update

NOVEMBER						
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- AZ Business Aviation Assn. Update

DECEMBER						
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