SCOTTSDALE AIRPORT ADVISORY COMMISSION
MEETING NOTICE AND AGENDA

Wednesday, September 20, 2017
6:00 p.m.
Scottsdale Airport Operations Center
15255 N. Airport Drive, Scottsdale, AZ

AIRPORT ADVISORY COMMISSION

John Celigoy, Chair
Bob Hobbi, Vice Chair
John Berry
Kevin Maxwell
Brad Berry
Cory Little
Steve Ziomek

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: June 19, 2017
Special Meeting: August 14, 2017

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. Ratification of Airport Aeronautical Business Permit for Orange Olive Catering to conduct Off-Airport Catering Services at the Scottsdale Airport
   Staff contact: Carmen Williams, Management Analyst, 480-312-8475, cawilliams@scottsdaleaz.gov

2. Ratification of Airport Aeronautical Business Permit for JB's Executive Detailing to conduct Mobile Aircraft Washing Services at the Scottsdale Airport
   Staff contact: Carmen Williams, Management Analyst, 480-312-8475, cawilliams@scottsdaleaz.gov

3. Discussion and possible action to consider recommending that City Council Adopt Resolution 10865 authorizing Contract 17PB033 in the amount of $3,841,496.50 to J. Banicki Construction, Inc. for the Taxiway "A" Reconstruction Project
   Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, cread@scottsdaleaz.gov

4. Discussion and possible action regarding proposed addition to the Airpark Minimum Standards, Section 6-7, Aircraft Engine Overhaul Services
   Staff contact: Carmen Williams, Management Analyst, 480-312-8475, cawilliams@scottsdaleaz.gov

5. Discussion and possible action to consider recommending to City Council adoption of Resolution No. 10897 and authorization of Contract No. 2017-140-COS with Coffman and Associates, Inc. to provide planning services at Scottsdale Airport
   Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, sferrara@scottsdaleaz.gov

6. Discussion and input regarding Airport and Airpark Aeronautical Business Permit Additions, Cancellations, and Revocations
   Staff contact: Carmen Williams, Management Analyst, 480-312-8475, cawilliams@scottsdaleaz.gov

7. Discussion and input regarding Quarterly Noise Complaint Summary Report
   Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, sferrara@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 June, July and August
   Staff contact: Chris Read, Airport Operations Manager, 480-312-2674, cread@scottsdaleaz.gov

10. Discussion and input regarding Financial Reports for June and July 2017
    Staff contact: Carmen Williams, Management Analyst, 480-312-8475, cawilliams@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. Administrative report from the Aviation Director, or designee, regarding the status of pending
    aviation-related items
    Staff contact: Gary P. Mascaro, Aviation Director, 480-312-7735, gmascaro@scottsdaleaz.gov

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
ACTION

Approval of Minutes – Regular Meeting
June 19, 2017

Special Meeting
August 14, 2017

Attachment(s): 1. Draft minutes of the May 17, 2017 Regular Meeting
2. Draft minutes of the August 14, 2017 Special Meeting

Action taken:
SCOTTSDALE AIRPORT ADVISORY COMMISSION
PUBLIC MEETING
Scottsdale Airport Terminal Lobby
15000 N. Airport Drive, Scottsdale, AZ
June 19, 2017

DRAFT MINUTES

PRESENT: John Celigoy, Chair
Bob Hobbi, Vice Chair
Brad Berry
John Berry
Cory Little
Kevin Maxwell
Steve Ziomek

STAFF: Gary Mascaro, Aviation Director
Chris Read, Airport Operations Manager
Carmen Williams, Management Analyst
Keith Niederer, Senior Planner

GUEST: Mark Hiegel, Chamber of Commerce
Thomas R. Blake, ICIC Commercial Investments, LLC
Dana McCurdy, The Chicken Scoop
Thomas Melton, JE Dunn Construction, Inc.
Mike Hunter, JE Dunn Construction, Inc.
Mike Braun, DWL Architects

CALL TO ORDER

Chair Celigoy called the meeting to order at 2:00 p.m.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Chair Celigoy led the meeting in the pledge of allegiance.
AVIATION DIRECTOR’S REPORT

Gary Mascaro, Aviation Director, thanked the Commission for agreeing to meet at this alternative time. He deferred the report.

APPROVAL OF MINUTES

1. Regular Meeting: May 17, 2017

Vice Chair Hobbi made a motion to approve the regular meeting minutes of May 17, 2017 as presented. Commissioner Little seconded the motion, which carried by a unanimous vote of seven (7) to zero (0).

PUBLIC COMMENT

There were no public comments.

REGULAR AGENDA ITEMS 1 - 12

1. Discussion and Possible Action Regarding the Application for Airpark Aeronautical Business Permit for ICIC Commercial Investments, LLC to Conduct Hangar/Shade Leasing Services

Carmen Williams, Management Analyst, said that ICIC Commercial Investments, LLC is seeking ratification of an Airpark aeronautical business permit to conduct hangar and shade leasing services business permit. They have a hangar office complex just outside of Gate 2 on the west side of the Airport. They have met the requirements of the aeronautical business permit and have submitted the proper documentation. Thomas Blake was present representing ICIC Commercial Investments, LLC to answer any questions. There were no questions.

Vice Chair Hobbi made a motion to approve the Airpark Aeronautical business permit for ICIC Commercial Investments, LLC to conduct hangar/shade leasing services. Commissioner Little seconded the motion, which carried by a unanimous vote of seven (7) to zero (0).

2. Discussion and Possible Action Regarding the Application for Airport Aeronautical Business Permit for The Chicken Scoop to Conduct In-flight Catering Services

Ms. Williams stated that the Chicken Scoop is seeking ratification of an Airport aeronautical business permit to conduct off-airport catering services. They are a restaurant located in Scottsdale at the Promenade Shopping Center. They have met the requirements of the aeronautical business permit and have submitted the proper documentation. Owner of the Chicken Scoop, Dana McCurdy, was present to answer questions. Ms. McCurdy said the business specializes in chicken salad. Vice Chair Hobbi asked whether the company already does aircraft catering. Ms. McCurdy said that this was the first foray into the aircraft catering business.

Vice Chair Hobbi made a motion to approve the Airport Aeronautical business permit for The Chicken Scoop to conduct in-flight catering services. Commissioner John Berry seconded the motion, which carried by a unanimous vote of seven (7) to zero (0).
3. Annual Update from the Scottsdale Chamber of Commerce

Mark Hiegel, Chamber of Commerce, said that the Chamber historically has provided an annual update. The Chamber opened in 1947. In 2000, it broke away from the City and became self-funded, allowing it to advocate on behalf of businesses without having to take a position that might be opposed by the Mayor or City Council. A number of groups have developed from the Chamber. The Chamber currently represents over 1,110 businesses throughout Scottsdale, including 900 small businesses. Revenue is derived from membership fees and events. Membership has grown over the last two years and the Chamber is in a good financial position.

Events include the Sterling Awards, History Hall of Fame, business volunteer awards and golf tournament. The Chamber employs 9.5 people with a total budget of $1.1 million. Programs include Women in Leadership and Business United for Scottsdale Schools (BUSS). The Chamber belongs to the East Valley Chamber of Commerce Alliance and the group lobbies the capitol, Mayor’s office and City Council, representing over 6,000 businesses.

The Chamber endeavors to work with the many organizations within Scottsdale, such as Experience Scottsdale, City Hall, Scottsdale Charros, Scottsdale Arts, Scottsdale Economic Development, the Airport and others. The Chamber's strategic plan and vision is available on its website. This year, the Chamber will begin a new group, Chamber Institute, which will be a training program for businesses in Scottsdale.

Vice Chair Hobbi asked for clarification on the Chamber's stance on increasing the minimum wage. Mr. Hiegel said that the Chamber was against the increase, as was 68 percent of its membership.

Commissioner Maxwell asked about the status of the BUSS program. Mr. Hiegel said that the first 18 months involved making connections with different businesses. There was a paid executive director position, however there was difficulty raising the funds to support the position. A determination was made to go forward without the paid position. George Jackson is being brought onboard to the 501 foundation for the Chamber and will serve as the liaison for schools. Mr. Hiegel would like to see the BUSS program to include ASU and organizations such as Universal Technical Institute.

4. Discussion and Possible Action to Recommend Approval of 28-ZN-2016 (Wolf Springs Ranch), a Zoning Map Amendment from Single Family Residential (R1-35) to Single Family Residential, Planned Residential Development (R1-18 PRD) to allow the construction of a 40 lot single family residential subdivision on a 20 +/- acre property located at the northwest corner of E. Cactus Road and N. 94th Street

Keith Niederer, Senior Planner, said that the property is currently being used as a horse ranch and residence. The property has been sold to the Empire Group, who is looking to rezone the property. Current zoning is R1-35. The request is to rezone the property to an R1-18 PRD single family residential designation in a planned residential district to allow for 40 single family lots. The property is located at the edge of the AC1 Airport Influence Area. It is outside of all the noise contours. The next steps for the project include a Planning Commission hearing on July 26th, followed by a City Council meeting after summer break.

Vice Chair Hobbi asked for an explanation of the differences between R1-35 and R1-18 PRD. Mr. Niederer said that R1-35 zoning is for one single family lot with a minimum lot size of 35,000
square feet. The applicant is seeking an increase in density. The current zoning would allow for approximately 24 lots on the property. The applicant is seeking 40 lots, which requires a zoning change to allow for smaller lots.

Vice Chair Hobbi noted the property’s location at AC1 and asked whether it was subject to the noise abatement plan. Mr. Niederer said that AC1 does allow development of single family residential with an avigation easement and disclosure statement.

In response to a question from Commissioner Little, Mr. Niederer confirmed that the public report issued for the site will disclose that it is inside AC1.

In response to a question from Commissioner John Berry, Mr. Niederer said that the City does support the application.

Vice Chair Hobbi made a motion for approval of 28-ZN-2016 (Wolf Springs Ranch), a Zoning Map Amendment from Single Family Residential (R1-35) to Single Family Residential, Planned Residential Development (R1-18 PRD) to allow the construction of a 40 lot single family residential subdivision on a 20 +/- acre property located at the northwest corner of E. Cactus Road and N. 94th Street. Commissioner John Berry seconded the motion, which carried by a unanimous vote of seven (7) to zero (0).

5. Discussion and Possible Action to Adopt Resolution 10777 Authorizing Construction Manager at Risk (CMAR) Construction Services Contract 2017-060-COS with JE Dunn Construction for a Guaranteed Maximum Price of $14,634,093.00 (GMP 1) for the Scottsdale Airport Terminal Area Redevelopment Project

Commissioner Brad Berry recused himself from the discussion and vote due to conflict of interest.

Gary Mascaro, Aviation Director, stated that on May 3, 2016, JE Dunn Construction was selected as the most qualified company to perform preconstruction design phase services contract for the Scottsdale Airport Terminal Area redevelopment. Twelve responses were received during the RFQ process. A panel of six representatives selected JE Dunn, which City Council agreed upon.

The project will consist of two hangar complexes, both 30,000 square feet and ancillary support space of approximately 2,000 square feet each, along with a new business center. CMAR is an alternative delivery method, which allows the construction manager to become involved in the process early and to create a GMP based on the construction documents and specifications at the time the GMP was created and based on the plans, time frame and any reasonably inferred items or tasks. The CMAR coordinates all subcontractor bids and determines the GMP. The GMP will consist of subcontractor costs, construction fees, self-performed work, project requirements, general conditions, owner contingency components, required bonds, insurance and taxes.

GMP 1 includes demolition of two buildings and associated structures, construction of the two hangars and ancillary support space and renovations of the existing parking area. GMP 2 includes the aviation business center (ABC building). Any contingencies that are going to be utilized must be documented with background data and approved by the City. GMP 2 total cost is estimated at $7 million for a total estimated contract cost of approximately $21.7 million.
In response to a question from Commissioner John Berry, Mr. Mascaro confirmed that the City receives back funds not spent under the contingency. Commissioner John Berry asked if the general conditions and bonding in GMP 1 cover the costs of GMP 2. Mr. Mascaro said that general conditions are covered, but not insurance and bonding.

Mr. Mascaro stated that it is anticipated that Council will approve the contract on July 5th. The contractor is planning to begin work the week of July 10th or the following week. Commissioner Ziomek noted that when the project was first proposed, it was supposed to begin in February, 2017 with completion set for August of 2018. The current plan anticipates starting five months later than originally planned while finishing four months earlier than originally projected. He asked whether there is a contract provision that penalizes the contractor for not being done on time. Mr. Mascaro said the referenced schedule was a draft schedule based on 30 percent plans and schematic design. The proposed schedule is being agreed to by the contractor. It will be attached to the contract and must be adhered to. If they do not meet the schedule, there are liquidated damages. Commissioner Ziomek asked for identification of the liquidated damages. Chris Read, Airport Operations Manager, said it is based on a MAG standard and dependent on the value of the project.

Chair Celigoy said that the overall schedule does not definitively state when the ABC building will be complete. Mr. Mascaro said it is estimated to be in the September time frame. Mr. Melton added that the long time frame was based on the ABC building schedule, which is a critical component. The hangars require a shorter project duration. The ABC building is on a 12-month schedule.

Commissioner John Berry said that the bonding costs for the size of job are about triple the price he typically pays for bonding costs. Mike Hunter, JE Dunn Construction, Inc., said that the company takes a holistic approach for bonds on a project. The cost is based on the costs for the whole program, including purchase of sub default insurance. This provides protection for all parties.

Commissioner Ziomek asked whether the City is protected against exceeding pricing on the bonding for the second half of the job. Mr. Hunter said that the bonds are based on a percentage rate based on the value of the cost of the work for Phase II. This is included in the numbers that Mr. Mascaro has provided.

Commissioner Little said that the power requirement needs of aircraft are increasing. He asked about benchmarking performed to ensure that the hangars are adequate to service the aircraft needs. Mr. Hunter replied that the design portion was not part of the company’s scope. Mike Braun, DWL Architects said he could provide a more detailed response after consultation with their electrical engineering firm. Commissioner Little said his concern was that this City facility should be designed to be world-class and equipped to handle the power requirements of aircraft into the future.

Vice Chair Hobbi made a motion to Adopt Resolution 10777 authorizing construction manager at risk construction services Contract 2017-060-COS with JE Dunn Construction for a guaranteed maximum price of $14,634,093.00 for the Scottsdale Airport Terminal Area Redevelopment Project. Commissioner Ziomek seconded the motion, which carried by a vote of six (6) to zero (0). Commissioner Brad Berry was recused.
6. Discussion and Input Regarding Airport and Airpark Aeronautical Business Permit Additions, Cancellations and Revocations

Ms. Williams said there were three changes for the month, including the two additions, ICIC Commercial Investments and the Chicken Scoop. Cancellations included North Central Aviation for its aircraft charter permit.

7. Discussion and Input Regarding Monthly Construction Report

Chris Read, Airport Operations Manager, said there is no construction at this time. The transient apron reconstruction project is being sent to City Council on July 5th, depending on if we receive a grant from FAA.

8. Discussion and Input Regarding the Monthly Operations Report for May

Mr. Read noted that IFR numbers are good. There was a slight drop in May of this year versus May of last year. There were three alert 1s, two alert 2s and three recorded incidents for the month. Revenue fiscal year to date for U.S. Customs was $562,125. There were 63 total uses per month. There were 973 total uses fiscal year-to-date with 11 U.S. visits. There were 19 PPRs for the calendar year so far. It was noted that both FBOs have committed to the fuel spill prevention program.

9. Discussion and Input Regarding Financial Report for April

Ms. Williams said that year-to-date revenues total $3.6 million, exceeding the forecast by 12 percent. Expenses total $1.6 million. For the April monthly comparison to last month, they are 6 percent higher than last year’s revenues. Areas of higher revenue include U.S. Customs, transient aircraft landing, parking fees, aeronautical business permit fees and tenant rents. Expenses were lower compared to last year. The Aviation Fund cash balance totals $8.7 million. In terms of the fuel flowage report, Airport jet fuel was 74 percent of the total fuel flowage. Avgas was 2.9 percent and Airpark fuel flowage is at 23.2 percent. Compared to April of 2016, fuel flowage is higher. Overall year-to-date compared to last fiscal year shows an increase of 13.5 percent.

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

Mr. Mascaro said that several listserv notices were issued. Signature Flight Support held a safe launch event, where children painted an airplane while learning how to prevent drug and alcohol addiction. Notices will be sent out shortly regarding staff’s move to the new Operations Center on June 30th. Staff is working on graphics and messaging for the upcoming National Business Aviation Association Convention, as well as working with the Barrett-Jackson Collector Car Auction. One email was exchanged with a resident in terms of noise outreach efforts. Community outreach includes recognition of the Airport’s 75th anniversary. Commemorative pins are currently in production. A video and web banner are being developed to commemorate the anniversary. There were no projects listed in the planning and zoning reports within the Airport Influence Area for the month of May. The next pilot briefing is slated for the fall. A total of 12 voluntary curfew letters were sent out in May.
11. Administrative Report from the Aviation Director or Designee Regarding the Status of Aviation-related Items

Mr. Mascaro said that the Terminal Area development is scheduled to go to City Council on July 5th. Staff also plans to bring the transient apron reconstruction to City Council on July 5th, pending notice by the FAA regarding receipt of a grant.

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

There was discussion on the upcoming meeting schedule.

Vice Chair Hobbi made a motion to cancel the July meeting. Commissioner Little seconded the motion, which carried by a unanimous vote of seven (7) to zero (0).

Vice Chair Hobbi made a motion to cancel the August meeting. Vice Chair Hobbi seconded the motion, which carried by a unanimous vote of seven (7) to zero (0).

PUBLIC COMMENT

There were no public comments.

FUTURE AGENDA ITEMS

There were no items discussed

ADJOURNMENT

With no further business to discuss, being duly moved and seconded, the meeting adjourned at approximately 3:17 p.m.

SUBMITTED BY:

eScribers, LLC
CALL TO ORDER

Chairman Celigoy called the meeting to order at 2:00 p.m.

ROLL CALL

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

AGENDA

1. Discussion and possible action to recommend to City Council, ADOPTION of Resolution No. 10861 authorizing Construction Manager at Risk (CMAR) construction phase services under Contract Amendment No. 2017-060-COS-A1 with JE Dunn Construction Company in the amount of $7,901,986.00 for the second phase of the Scottsdale Airport Terminal Area Redevelopment project

Mr. Read indicated the Guaranteed Maximum Price (GMP) package #1 was brought to the Airport Advisory Commission in June 2017 and approved by the City Council on July 5, 2017 for the demolition of buildings and construction of two hangars and a parking lot. The team has been
developing the final cost for the second part of the project, which will be a contract amendment to the original agreement. This GMP package #2 will include the construction of the Aviation Business Center and associated structures.

Mr. Mascaro provided a PowerPoint of the overall project which included site plan layouts and artist renderings. The Aviation Business Center is roughly 22,000 square feet in size and the Airport has a Letter of Intent with a long-term tenant to lease out the space on the first level. The original GMP package #1 was $14 million plus GMP package #2 at $7.9M brings the total construction cost to $22,536,079. The timeline for substantial completion is August 2018. The contract amendment is scheduled for City Council approval on August 29, 2017.

Chair Celigoy asked why the project was split into two packages. Mr. Mascaro indicating the split was based on timing; a primary goal is to get the hangars built so that the lease can start upon building completion which goes toward paying the debt service on the project. Starting this first phase now also allows the team to begin ordering items with long lead times such as steel.

There were no further questions.

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 2:14 p.m.

Transcribed by Carmen Williams
COMMISSION ACTION REPORT
Ratification of Airport Aeronautical Business Permit for Orange Olive Catering

AGENDA ITEM No.: 1
Meeting Date: 09/20/17
Staff Contact: Carmen Williams, Management Analyst
Phone: (480) 312-8475

ACTION
Ratification of Airport Aeronautical Business Permit for Orange Olive Catering to conduct Off-Airport Catering Services at the Scottsdale Airport.

PURPOSE
Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted at the Airport requires a valid Airport Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. Orange Olive Catering has requested an Airport Aeronautical Business Permit to conduct Off-Airport Catering Services at the Scottsdale Airport.

APPLICANT
Orange Olive Catering
Erik Forrest, Owner
7601 E. Gray Road, Suite D
Scottsdale, AZ  85260

KEY CONSIDERATIONS
Orange Olive Catering has provided the appropriate documentation as required in the Airport Minimum Operating Standards.

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

Action taken:
SCOTTSDALE AIRPORT
AERONAUTICAL
BUSINESS PERMIT

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

Business or activity to be conducted (check all that apply):
- [ ] Aircraft Charter Services
- [ ] Aircraft Leasing or Rental Services
- [ ] Aircraft Maintenance and Repair Services
- [ ] Aircraft Management
- [ ] Aircraft Washing Services
- [ ] Aircraft Sales Services
- [ ] Aircraft Mobile Maintenance and Repair Services
- [ ] Specialized Aircraft Repair Services (list service): [ ]
- [ ] Specialized Commercial Flying Service (list service): [ ]

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

Applicant (Business Name): [ ]
Authorized Representative, title: [ ]
Email Address: [ ]
Work Phone: [ ]
Cell Phone: [ ]
Fax: [ ]
Mailing Address: [ ]
City: [ ] State: [ ] Zip Code: [ ]
Billing Address: [ ]
City: [ ] State: [ ] Zip Code: [ ]
Billing Phone: [ ] Billing Email: [ ]
The Applicant hereby requests the above action(s), and in consideration of this request being granted, agrees to the following:

1. FEE PAYMENT: The Applicant agrees to pay all applicable fees on time, and all required fees including late fees, interest and penalties without deduction of any kind.

2. PERMIT LIMITATIONS: This permit may not be assigned or transferred, and is limited to the approved business activity listed above.

3. INFORMATION CHANGES: The Applicant shall notify Airport Administration, in writing within fifteen (15) days, of any change to the information provided.

4. RELEASE OF LIABILITY: The City assumes no liability for damage or loss to personal property while operating at Scottsdale Airport.

5. INDEMNIFICATION: The Applicant and invitees shall indemnify the City pursuant to Chapter 5 of the Scottsdale Revised Code. As required by the Airport Minimum Operating Standards, permit holder shall endorse all liability insurance policies to include the City of Scottsdale as an additional insured. Applicant further agrees to waive their insurers' subrogation rights against the City of Scottsdale, and its Officers, Directors, Commissioners, and Employees.

6. COMPLIANCE WITH THE LAW: The Applicant shall comply with all applicable laws, ordinances, rules and regulations. To view regulations, go to http://www.scottsdaleaz.gov/airport/regulatorydocs

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

- Lease/License Agreement
- Sublease Agreement
- Certificates of Insurance
- Business/Privilege Tax License
- FAA Certificates

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

Applicant Signature (print name): [Signature] Date: 4-6-17

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

Please save the form to your documents, submit the form with an electronic signature to cwilliams@scottsdaleaz.gov
Or print, sign and return to: 15000 N. Airport Drive, Suite 200, Scottsdale, AZ 85260.

Application, permits and insurance reviewed by:

Aviation Director's Comments/ Stipulations:

Approved by Aviation Director or designee: [Signature] 6/9/17

Date Ratified by the Airport Advisory Commission: August 2014
ACTION

Ratification of Airport Aeronautical Business Permit for JB’s Executive Detailing to conduct mobile Aircraft Washing Services at the Scottsdale Airport.

PURPOSE

Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted at the Airport requires a valid Airport Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. JB’s Executive Detailing has requested an Airport Aeronautical Business Permit to conduct mobile Aircraft Washing Services at the Scottsdale Airport.

APPLICANT

JB’s Executive Detailing
Jeffrey Burrows, Owner
8390 E. Via De Ventura, Suite F110
Scottsdale, AZ 85258

KEY CONSIDERATIONS

JB’s Executive Detailing has provided the appropriate documentation as required in the Airport Minimum Operating Standards.

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

Action taken:
SCOTTSDALE AIRPORT
AERONAUTICAL
BUSINESS PERMIT

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

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

☐ Aircraft Charter Services
☐ Aircraft Leasing or Rental Services
☐ Aircraft Maintenance and Repair Services
☐ Aircraft Management
☐ Aircraft Washing Services
☐ Aircraft Sales Services
☐ Aircraft Mobile Maintenance and Repair Services
☐ Specialized Aircraft Repair Services (list service):
☐ Specialized Commercial Flying Service (list service):

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

Applicant (Business Name): J&B's Executive Detailing

Authorized Representative, title: Jeffrey Burrows Owner

Email Address: jeff@jbsexecutivedetailing.com

Work Phone: 480 808 4229

Cell Phone: Fax:

Mailing Address: 8590 E. Via De Ventura
City: Scottsdale
State: Arizona
Zip Code: 85258

Billing Address: 8390 E. Via De Ventura
City: Scottsdale
State: Arizona
Zip Code: 85258

Billing Phone: 480 808 4229
Billing Email: jeff@jbsexecutivedetailing.com
The Applicant hereby requests the above action(s), and in consideration of this request being granted, agrees to the following:

1. **FEE PAYMENT:** The Applicant agrees to pay all applicable fees on time, and all required fees including late fees, interest and penalties without deduction of any kind.

2. **PERMIT LIMITATIONS:** This permit may not be assigned or transferred, and is limited to the approved business activity listed above.

3. **INFORMATION CHANGES:** The Applicant shall notify Airport Administration, in writing within fifteen (15) days, of any change to the information provided.

4. **RELEASE OF LIABILITY:** The City assumes no liability for damage or loss to personal property while operating at Scottsdale Airport.

5. **INDEMNIFICATION:** The Applicant and invitees shall indemnify the City pursuant to Chapter 5 of the Scottsdale Revised Code. As required by the Airport Minimum Operating Standards, permit holder shall endorse all liability insurance policies to include the City of Scottsdale as an additional insured. Applicant further agrees to waive their insurers’ subrogation rights against the City of Scottsdale, and its Officers, Directors, Commissioners, and Employees.

6. **COMPLIANCE WITH THE LAW:** The Applicant shall comply with all applicable laws, ordinances, rules and regulations. To view regulations, go to http://www.scottsdaleaz.gov/airport/regulatorydocs

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

- [ ] Lease/License Agreement
- [ ] Sublease Agreement
- [ ] Certificates of Insurance
- [ ] Business/Privilege Tax License
- [ ] FAA Certificates

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

Applicant Signature (print name): ______________  Date: ______________

I affirm that the information entered above is accurate and that the name typed above represents my official signature.

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

Please save the form to your documents, submit the form with an electronic signature to shjohnson@scottsdaleaz.gov OR print, sign and return to: 15000 N. Airport Drive, Suite 200, Scottsdale, AZ 85260.

Staff Use Only

Application, permits and insurance reviewed by:

Aviation Director's Comments/ Stipulations:

Approved by Aviation Director or designee: ______________  Date: ______________

Date Ratified by the Airport Advisory Commission: ______________  August 2014
COMMISSION ACTION REPORT

Discussion and Possible Action to Recommend that City Council Adopt Resolution No. 10865 Authorizing Construction Bid Award No. 17PB033 for the reconstruction of Taxiway “A”

AGENDA ITEM NO.: 3
MEETING DATE: 09/20/17
STAFF CONTACT: Chris Read, Airport Operations Manager
PHONE: (480) 312-2674

ACTION

Airport Advisory Commission considers recommending that the City Council ADOPT Resolution No. 10865, Authorizing Construction Bid Award No. 17PB033 to J. Banicki Construction, Inc., the lowest responsive bidder, at their lump sum bid of $3,841,496.50.

PURPOSE

This project involves reconstructing Taxiway “A” which is located on the west side of the airport. More specifically, the contractor will reconstruct the southernmost 2/3 of the pavement, mill and overlay areas between A8 and A11, apply a sealcoat to the remaining areas north or A11 and finally, replace the existing lighting/signage with L.E.D. fixtures along the entire taxiway.

KEY CONSIDERATIONS

- The project has been divided into 5 work phases in order to ensure that all of the businesses on the west side of the airport have access to the runway during the project.
- The project will be funded with 91.06% grant funds from the FAA, 4.47% grant funds from ADOT Aeronautics and 4.47% Aviation Enterprise Funds.
- If the contract is awarded as scheduled, the work associated with this project will begin in November 2017.
- The project is scheduled to take 210 days to complete.
- All work located more than 200 feet from the runway will be completed while the runway is open.
- All work less than 200 feet from the runway centerline will be completed at night while the runway is closed.
- There will be 130 overnight (21:00 to 06:00) runway closures during the project.
- The Aviation Department worked with the City’s Purchasing Department to ensure that the project was bid in accordance with Federal, State and local procurement regulations/codes.
- J. Banicki Construction, Inc. is a well-known general contractor that is based in the Phoenix area and has satisfactorily completed several large projects at Scottsdale Airport in the past.

Attachment(s): Draft Resolution No. 10865
Project Map
Phasing Map

Action Taken:
RESOLUTION NO. 10865

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE AWARD OF CONSTRUCTION BID NO. 17PB033 WITH J. BANICKI CONSTRUCTION, INC. FOR THE AIRPORT TAXIWAY A RECONSTRUCTION PROJECT.

WHEREAS, the City of Scottsdale desires to complete taxiway A reconstruction project improvements; and

WHEREAS, J. Banicki Construction, Inc. has offered to provide to the City the requisite construction services necessary for the taxiway A reconstruction project; now, therefore

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

Section 1. That the Mayor of the City of Scottsdale is hereby authorized and directed to execute construction bid award No. 17PB033, in the amount of three million eight hundred forty one thousand, four hundred ninety six dollars and fifty cents ($3,841,496.50) between the City and J. Banicki Construction, Inc. for the construction of the taxiway A reconstruction project at Scottsdale Airport.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 10th day of October, 2017.

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: Eric Anderson, Senior Assistant City Attorney
COMMISSION ACTION REPORT
Discussion and Possible Action to Consider a Proposed Addition to the
Airpark Minimum Standards, Section 6-7

ACTION
Discussion and Possible Action Regarding Proposed Modifications to the Airpark Minimum Operating Standards to
Add a New Section 6-7, Aircraft Engine Overhaul Services.

PURPOSE
The purpose is to add an Airpark Minimum Operating Standard to cover aeronautical activity that is currently
being conducted in the Airpark.

Attachment(s): 1. Draft Airpark Minimum Operating Standard, Article 6, Section 6-7

Action taken:
Section 6-7. Aircraft Engine Overhaul Services.

An Aircraft Engine Overhaul Services Operator means a person engaged in the business of overhauling aircraft engines that are disassembled from an aircraft, and sells new or used parts and components necessary for such repairs. An Aircraft Engine Overhaul Services Operator shall:

(a) Lease sufficient land to accommodate the proposed operations.

(b) Employ and have on-duty during normal business at least one (1) person who is currently certified by the FAA with ratings appropriate to the services offered.

(c) Not conduct aircraft engine overhaul services at any time inside hangars/shades or other structures not designed for such functions. The City fire codes shall determine what hangars/shades or other structures shall be approved for such activities.

(d) Not conduct aircraft engine overhaul services directly on aircraft. Aircraft engines must arrive to the facility disassembled from the aircraft.

(e) At all times maintain in effect the applicable types and minimum amounts of insurance specified in Article 4 and Attachment A.

(f) Pay an annual permit fee of three hundred dollars ($300.00) in advance.
ACTION

Airport Advisory Commission considers recommending to City Council, ADOPTION of Resolution No. 10897 and AUTHORIZATION of Contract No. 2017-140-COS with Coffman Associates, Inc. to provide Planning Services at Scottsdale Airport.

PURPOSE

This contract provides for professional airport planning/consulting services for a full-range of aviation needs at Scottsdale Airport, including but not limited to: airport master planning, environmental analysis, airport noise control, land use compatibility, activity forecasting, financial planning, program management, airport/community relations programs, grant administration and special feasibility management and operations evaluations which are subject to various local, state and federal requirements.

KEY CONSIDERATIONS

- The Aviation and Purchasing Division were responsible for the preparation of the Request for Qualifications (RFQ) and the solicitation of qualified airport planning firms from across the country.
- The RFQ was properly advertised in accordance with State Procurement Law Title 34. Approximately 53 persons/firms downloaded the solicitation; three applicants submitted a Statement of Qualifications (SOQ).
- Coffman Associates has a wealth of experience both in the industry and at Scottsdale Airport. One of their most experienced partners Mr. Jim Harris is based in Scottsdale and very familiar and experienced with Scottsdale Airport.
- The RFQ Selection Committee included 3 (three) members one from the City's Aviation staff, aviation director from Chandler Airport and a retired aviation director.
- The Selection Committee selected Coffman Associates, Inc. as a qualified firm using a points-based evaluation system.
- The City's Purchasing Director approved the recommendation to award the contract to Coffman and Associates, Inc. on 08-09-2017.

Attachment(s): 1. Resolution No. 10897
               2. Contract No. 2017-140-COS
RESOLUTION NO. 10897

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT NO. 2017-140-COS, A CONTRACT FOR PROFESSIONAL AIRPORT PLANNING SERVICES AT SCOTTSDALE AIRPORT.

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

WHEREAS, on June 16, 2017 the City issued a Request for Qualifications ("RFQ") to solicit qualified consulting firms to perform a full range of aviation services at Scottsdale Airport including, but not limited to; airport master planning, environmental analysis, airport noise control, land use compatibility, activity forecasting, financial planning, program management, airport/community relations programs, grant administration and special feasibility management and operations evaluations, etc.; and

WHEREAS, three firms submitted a responsive proposal to the RFQ and the proposal was subsequently evaluated by a committee comprised of three members, one from City staff; and

WHEREAS, the committee selected Coffman and Associates, Inc. as the most qualified firm; and

WHEREAS, the Purchasing Director has approved to continue with the award process to Coffman and Associates; and

WHEREAS, the Airport Advisory Commission has unanimously recommended approval of Coffman and Associates, Inc.; and

WHEREAS, the City desires to enter into an agreement with Coffman and Associates, Inc. for the professional planning services described above; and

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

Section 1. That the Mayor of the City of Scottsdale is hereby authorized and directed to execute agreement No. 2017-140-COS, a contract for professional airport planning services with Coffman and Associates, Inc.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 17th day of October, 2017.

CITY OF SCOTTSDALE, an Arizona municipal corporation

ATTEST:

____________________
Carolyn Jagger, City Clerk

W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

____________________
Bruce Washburn, City Attorney
By: Sherry R Scott, Deputy City Attorney
CITY OF SCOTTSDALE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, entered into this 17th day of October, 2017, between the City of Scottsdale, an Arizona municipal corporation, the “City”, and Coffman Associates, 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 Airport Planning Services; and

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 SCOPE OF SERVICES, ACCEPTANCE, DOCUMENTATION

1.1 SCOPE OF SERVICES

Consultant will provide the professional services required by this Contract.

The entire Request for Qualifications 17RQ001 identified as Airport Planning Services is incorporated into this Contract by this reference as fully as if written out below. Consultant’s proposal submitted in response to Request for Qualifications 17RQ001 and dated June 16, 2017 is incorporated into this Contract by this reference as fully as if written out below.

The Scope of Services is included as Exhibit “C”.

If any provision incorporated by reference from the Request for Qualifications conflicts with any provision of the Consultant’s proposal, the provision of the Request for Qualifications 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.

The Consultant shall act under the authority and approval of the Contract Administrator to provide the services required by this Contract.
1.0 SCOPE OF SERVICES, ACCEPTANCE, DOCUMENTATION – CONT’D

1.1 SCOPE OF SERVICES – CONT’D

The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by the City, FAA, and ADOT, the services generally outlined below and specifically indicated in future Authorization of Services agreed upon by the City. The Consultant may utilize the services of Subcontractors when such services are warranted and previously agreed upon in writing by the City.

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

1.2 AIRPORT PLANNING SERVICES

The Consultant shall render services as the City's professional Airport Planning Consultant, giving consultation and advice as needed. The Consultant shall provide professional airport planning services for a full range of aviation needs at Scottsdale Airport, including but not necessarily limited to airport master planning, environmental analysis, airport noise control, land use compatibility, activity forecasting, financial planning, program management, airport/community relations programs, grant administration and special feasibility management and operations evaluations as may be necessary, which are subject to various local, state, and federal (FAA) requirements. Specific airport planning services will be included under Scope of Services in an Authorization of Services. One or more separate Authorization of Services will be prepared for each airport planning project and when signed by the parties, becomes a part of this Contract. Each Authorization of Services shall set forth, in addition to the specific services to be performed in connection with that project, the time limits within which such services are to be performed, and compensation to be paid the Consultant for its services, and any and other special conditions or provisions which apply to the subject project and are not addressed elsewhere in this Contract.

1.3 AUTHORIZATION OF SERVICES

Prior to initiating any work requested under Sections 1.1 and 1.2 above, the Consultant and City must execute an Authorization of Services as specified within each of these sections. The Contract Administrator shall approve all Authorization of Services.

1.4 RESPONSIBILITY OF THE CONSULTANT

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

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

1.6 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 and 1.2 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.

2.0 FEES AND PAYMENTS

2.1 COMPENSATION

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

2.1.1 HOURLY RATES

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

2.1.2 HOURLY RATE INCREASES

The Consultant and any Subcontractors may submit revised hourly rate schedules for approval thirty (30) days prior to each anniversary date of the Contract. Failure to do so may result in the denial of any increase requested. The Contract Administrator and Purchasing Director must approve any revised hourly rates in writing. A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director and will take effect on the anniversary date of the contract. Approved rate increases will be applied to the unit pricing in the Contract as a percentage increase.

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

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and will be effective for at least 1 year from the date of approval.

The percentage increase in the unit pricing may not exceed 5%.

2.1.3 GENERAL SERVICES

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

2.1.4 OTHER SERVICES

Compensation for all services other than Airport Planning Services shall be made as specified in the Authorization of Services, which may reflect actual costs or lump-sum costs.
2.0 FEES AND PAYMENTS – CONT’D

2.2 PAYMENT APPROVAL

The time spent for each task must be recorded and submitted to the Contract Administrator. The Consultant must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the contract period. Monthly payments will be made to the Consultant on the basis of a progress report submitted by the Consultant for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator will prepare a partial payment request document for the Consultant’s acceptance. However, not more than 90% of the total contract price will be paid before City’s final acceptance of all completed work. The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. All charges must be approved by the Contract Administrator before payment.

All billing will be to the Scottsdale Airport, 15255 N. Airport Drive, Scottsdale, AZ 85260.

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this Contract is for a period of three (3) years. This Contract must be approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor and attested by the City Clerk. The City and Consultant may mutually agree to extend this Contract for two (2) additional one (1) year periods upon the recommendation of the Contract Administrator and the concurrence of the Purchasing Director without returning to Council.

In the event that any tasks remain incomplete after the specified completion time period, continuation of this Contract will be subject to written approval by the Contract Administrator.

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.
3.0 TERM, EXTENSION, TERMINATION – CONT’D

3.2 TERMINATION – CONT’D

Termination for Convenience – Cont’d
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 or failure to provide City, upon request, with adequate assurances of future performance will all be causes allowing City to cancel this Contract for cause. In the event of cancellation for cause, City will not be liable to Consultant for any amount, and Consultant will be liable to City for any and all damages sustained by reason of the default which gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may 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.
3.0 **TERM, EXTENSION, TERMINATION – CONT’D**

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 Sarah Ferrara, Aviation Planning & Outreach Coordinator or designee. The Contract Administrator will oversee the execution of this Contract, assist the Consultant in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City’s possession and are current and conform to the Contract requirements. The Consultant must channel reports and special requests through the Contract Administrator.
4.7 RECORDS AND AUDIT RIGHTS

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

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

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

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

4.8 ATTORNEY’S FEES

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.
4.0 GENERAL TERMS – CONT’D

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 unless required under federal or state law. 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.

4.11 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).
4.0 **GENERAL TERMS – CONT’D**

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:

James M. Harris  
Coffman Associates  
4835 E. Cactus Road, Suite 235  
Scottsdale, AZ 85254

In the case of City:

Sarah Ferrara, Aviation Planning & Outreach Coordinator  
15255 N. Airport Drive  
Scottsdale, AZ 85260

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 Consultant’s 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.
4.0 GENERAL TERMS – CONT’D

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.

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.
4.0 GENERAL TERMS – CONT’D

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.

Procurements made under the Airport Improvement Program (AIP) must comply with required Federal provisions established by various laws and statutes. Please see Exhibit “A” for the Federal provisions that apply to this Professional Services contract.

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.
4.0 GENERAL TERMS – CONT’D

4.22 IMMIGRATION LAW COMPLIANCE – CONT’D

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.

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.
4.0 GENERAL TERMS – CONT’D

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 act or omission, negligence, recklessness, or intentional wrongful conduct by Consultant in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant’s and Subcontractor’s employees.

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

4.26 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.

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.
4.0 GENERAL TERMS – CONT’D

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
- 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 ISRAEL BOYCOTT PROHIBITION

By submitting a quote/proposal/bid and/or entering into a contract with the City, the vendor/company certifies that they are not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.
4.0 GENERAL TERMS – CONT’D

4.32 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.

4.33 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 may be subject to rejection and returned or discarded.

5.1 Insurance Representations and Requirements

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

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

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.
5.0  INSURANCE – CONT’D

5.1 Insurance Representations and Requirements – Cont’d

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

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
   a) Commercial General Liability
   b) Auto Liability
   c) Excess Liability - Follow Form to underlying insurance as required.

2. Consultant’s insurance must be primary insurance as respects performance of subject Contract.

3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this Contract.

4. If the Consultant receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Consultant’s responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

5.2 Required Coverage

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

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

5.2 **Required Coverage – Cont’d**

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

5.2.4 **Workers Compensation Insurance:** Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to 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. If the Contractor is a sole proprietor, has no employees, and has elected not to purchase workers compensation insurance; a completed and signed Workers Compensation Waiver form will substitute for the insurance requirement. The Workers Compensation Waiver form cannot be used by corporations, LLC’s, partnerships or sole proprietors with employees.

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.

8.0 **SOFTWARE LICENSES**

If The Consultant provides to the City any software licenses, the following provisions apply:
8.0 SOFTWARE LICENSES – CONT’D

8.1 SOURCE CODE AVAILABILITY

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

B. Use of the Source Code must be subject to the same restrictions as the Software itself.

C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 8.1(B).

8.2 PROPRIETARY PROTECTION

A. The City agrees that if the Consultant informs the City that the Software is confidential information or is a trade secret property of the Consultant; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.

B. The Consultant must not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.

C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of 7 years after termination of this Contract and of all licenses granted by this Contract, to hold each others’ confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each others’ confidential information available in any form to any third party or to use each other’s confidential information for any purposes other than the implementation of this Contract. However, if the Consultant’s confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Consultant must reimburse the City for the full cost of the City’s refusal to release the information, including the costs of litigation, the City’s attorney fees, fines, penalties or assessments of the opposing party’s attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

D. NON-INFRINGEMENT

The Consultant warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.
8.0 SOFTWARE LICENSES – CONT’D

8.2 PROPRIETARY PROTECTION – CONT’D

D. NON-INFRINGEMENT – CONT’D

In the event of a claim against the City asserting or involving such an allegation, the Consultant will defend, at the Consultant’s expense, and will indemnify and hold harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the Consultant’s opinion the Software is likely to become the subject of a claim of infringement, the Consultant will, at its option and its expense:
1. Procure for the City the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5 year period, commencing on the date of acceptance.

8.3 THIRD PARTY LICENSE

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

8.4 DATA CONFIDENTIALITY

A. As used in this Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Consultant in the performance of this Contract.

B. The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with the Consultant’s performance of this Contract is confidential and proprietary information belonging to the City.

C. The Consultant will not divulge data to any third party without first obtaining the written consent of the City. The Consultant will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data provided the Consultant has first given the required notice to the City:
1. Data, which was known to the Consultant before its performance under this Contract unless the data was acquired in connection with the Work performed for the City;
8.0 SOFTWARE LICENSES – CONT’D

8.4 DATA CONFIDENTIALITY – CONT’D

2. Data which was acquired by the Consultant in its performance under this Contract and which was disclosed to the Consultant by a third party, who to the best of the Consultant’s knowledge and belief, had the legal right to make disclosures and the Consultant is not otherwise required to hold the data in confidence; or

3. Data, which is required to be disclosed by virtue of law, regulation, or court order to which the Consultant is subject.

D. In the event the Consultant is required or requested to disclose data to a third party, or any other information to which the Consultant became privy as a result of any other Contract with the City, the Consultant will first notify the City as required in this Article of the request or demand for the data. The Consultant will give the City sufficient facts so that the City can be given an opportunity to first give its consent or take any action the City may consider appropriate to protect the data or other information from disclosure.

E. Unless prohibited by law, within ten (10) days after completion of services for a third party on real or personal property owned or leased by the City, the Consultant will promptly deliver, as stated in this Article, a copy of all data to the City. All data will continue to be subject to the confidentiality requirements of this Contract.

F. The Consultant assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Article are violated by the Consultant, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Article will be considered to cause irreparable harm that justifies injunctive relief in court.

9.0 DONATIONS

No donations allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.
The City of Scottsdale by its Mayor and City Clerk has subscribed their names this ___ day of ____________, 2017.

CITY OF SCOTTSDALE

By: ________________________________                          ATTEST:
W. J. “Jim” Lane, Mayor

By: ________________________________
Carolyn Jagger, City Clerk

CONSULTANT:

By: ________________________________                          CITY OF SCOTTSDALE REVIEW:
James M. Harris, P.E.                                  By: ________________________________
President, Coffman Associates                         James Flanagan

CITY CONTRACT ADMINISTRATOR:

By: ________________________________                          By: ________________________________
Sarah Ferrara                                      Katherine Callaway
Aviation Planning & Outreach Coordinator             Risk Management Director

APPROVED AS TO FORM:

By: ________________________________
Bruce Washburn, City Attorney
William Hylen
Senior Assistant City Attorney
The following provisions, if applicable, are hereby included in and made part of the attached Contract between the CITY OF SCOTTSDALE, ARIZONA (SPONSOR) and COFFMAN ASSOCIATES, INC. (CONSULTANT).

It is understood by the SPONSOR and the CONSULTANT that the FAA is not a part of this Agreement and will not be responsible for Project costs except as should be agreed upon by SPONSOR and the FAA under a Grant Agreement for the Project.

1. ACCESS TO RECORDS AND REPORTS. (Reference: 2 CFR § 200.326, 2 CFR § 200.333))

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

2. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))

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

3. CIVIL RIGHTS PROVISIONS– GENERAL. (Reference: 49 USC § 47123)

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

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

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

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

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

4. CIVIL RIGHTS – TITLE VI ASSURANCES

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

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

1). Compliance with Regulations: The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2). Non-discrimination: The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3). Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4). Information and Reports: The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SPONSOR or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the SPONSOR or the Federal Aviation
Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5). **Sanctions for Noncompliance:** In the event of a CONSULTANT’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6). **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the SPONSOR or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the SPONSOR to enter into any litigation to protect the interests of the SPONSOR. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

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

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

1). Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2). 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

3). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


5). The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6). Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7). The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8). Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9). The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10). Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11). Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12). Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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2). Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

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

6. CLEAN AIR AND WATER POLLUTION CONTROL.

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

CONSULTANT and subcontractors agree:

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

2). To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3). That, as a condition for the award of this contract, the CONSULTANT or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4). To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. DISADVANTAGED BUSINESS ENTERPRISES

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

2). Prompt Payment (§26.29) - The CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the CONSULTANT receives from SPONSOR. Any delay or postponement of payment from the above referenced time frame may occur only for good cause.
following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

8. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) (Reference: 29 USC § 201, et seq.)

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

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9. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES. (Reference:49 CFR part 20, Appendix A)

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
10. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Reference 20 CFR part 1910)

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

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11. TERMINATION OF CONTRACT (Reference: 49 CFR § 18.36(i)(2))

a. The SPONSOR may, by written notice, terminate this contract in whole or in part at any time, either for the SPONSOR's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the SPONSOR.

b. If the termination is for the convenience of the SPONSOR, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the CONSULTANT's obligations, the SPONSOR may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONSULTANT is be liable to the SPONSOR for any additional cost occasioned to the SPONSOR thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONSULTANT had not so failed, the termination will be deemed to have been effected for the convenience of the SPONSOR. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the SPONSOR provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

12. TRADE RESTRICTION (Reference: 49 CFR part 30)

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

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

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

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

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

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

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

16. TEXTING WHEN DRIVING (References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA
encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by
distracted drivers, including policies to ban text messaging while driving when performing work related
to a grant or sub-grant.

The CONSULTANT must promote policies and initiatives for employees and other work personnel that
decrease crashes by distracted drivers, including policies to ban text messaging while driving. The
CONSULTANT must include these policies in each third party subcontract involved on this project.

17. VETERAN'S PREFERENCE (Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference
must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled
veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49
United States Code, Section 47112. However, this preference shall apply only where the individuals are
available and qualified to perform the work to which the employment relates.
EXHIBIT A
FEDERAL CONTRACT PROVISIONS
FOR PROFESSIONAL SERVICES (A/E) CONTRACTS

The following provisions, if applicable, are hereby included in and made part of the attached Contract between the CITY OF SCOTTSDALE, ARIZONA (SPONSOR) and COFFMAN ASSOCIATES, INC. (CONSULTANT).

It is understood by the SPONSOR and the CONSULTANT that the FAA is not a part of this Agreement and will not be responsible for Project costs except as should be agreed upon by SPONSOR and the FAA under a Grant Agreement for the Project.

1. ACCESS TO RECORDS AND REPORTS. (Reference: 2 CFR § 200.326, 2 CFR § 200.333))

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

2. BREACH OF CONTRACT TERMS. (Reference 49 CFR part 18.36(i)(1))

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

3. CIVIL RIGHTS PROVISIONS– GENERAL. (Reference: 49 USC § 47123)

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

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

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

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

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

4. CIVIL RIGHTS – TITLE VI ASSURANCES

Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

1). Compliance with Regulations: The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2). Non-discrimination: The CONSULTANT, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3). Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4). Information and Reports: The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SPONSOR or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the SPONSOR or the Federal Aviation Administration.
Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5). **Sanctions for Noncompliance:** In the event of a CONSULTANT’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the CONSULTANT under the contract until the CONSULTANT complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6). **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs 7.1 through 7.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the SPONSOR or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the SPONSOR to enter into any litigation to protect the interests of the SPONSOR. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

**Title VI List of Pertinent Nondiscrimination Authorities**

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

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

1). Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2). 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

3). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


5). The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
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b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

16. TEXTING WHEN DRIVING (References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving” (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA
encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by
safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related
to a grant or sub-grant.

The CONSULTANT must promote policies and initiatives for employees and other work personnel that
distraction-related crashes by distracted drivers, including policies to ban text messaging while driving. The
CONSULTANT must include these policies in each third party subcontract involved on this project.

17. VETERAN’S PREFERENCE (Reference: 49 USC § 47112(c))

In the employment of labor (except in executive, administrative, and supervisory positions), preference
must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled
veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49
United States Code, Section 47112. However, this preference shall apply only where the individuals are
available and qualified to perform the work to which the employment relates.
EXHIBIT B
COFFMAN ASSOCIATES HOURLY FEE SCHEDULE
OCTOBER 17, 2017 – OCTOBER 16, 2018*

**Hourly Rate Schedule** – The following hourly rates are the maximum rates that shall be utilized for all services provided under this Agreement and shall remain in effect until the date stipulated.

<table>
<thead>
<tr>
<th>Employee Category</th>
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<tbody>
<tr>
<td>Principal</td>
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<tr>
<td>Senior Professional</td>
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<tr>
<td>Professional</td>
<td>$164.00</td>
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<tr>
<td>Technical/Support</td>
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**Expenses** - Billed at Actual Cost

**Subconsultants** – Billed at Actual Cost

* This Fee Schedule shall be in effect until October 16, 2018 (unless changes are approved by the City). Following this date, a new Fee Schedule will be submitted, subject to approval by the City.
## EXHIBIT C

### SCOPE OF SERVICES

<table>
<thead>
<tr>
<th>PROJECT YEAR/NAME</th>
<th>TOTAL ESTIMATED PROJECT COST</th>
<th>FUNDING SOURCE</th>
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<tr>
<td><strong>FY 2017</strong></td>
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<td>Drainage/Erosion Protection/Wildlife Mitigation – Runway 3 RSA/Approach Area</td>
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<td>Reconstruct Transient Apron</td>
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<td><strong>FY 2018</strong></td>
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<td>Apron Reconstruction – Delta</td>
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<tr>
<td>Construct Exit Taxiways B2, B9 and B15</td>
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*Notes: F = Federal, S = State and L = Local*
INFORMATION

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

PURPOSE

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

KEY CONSIDERATIONS

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

Attachment(s):

1. Current Airport Permittee List by Category
2. Current Airpark Permittee List by Category
## AIRCRAFT CHARTER, SALES & MANAGEMENT

<table>
<thead>
<tr>
<th>BUSINESS NAME</th>
<th>ACTIVITY</th>
<th>LOCATION</th>
<th>CONTACT</th>
<th>TELEPHONE</th>
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<td>AERO JET SERVICES</td>
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<td>RASC</td>
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<td>480-359-7979</td>
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<tr>
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<td>480-905-9365</td>
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<td>GARY WRIGHT</td>
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<td>480-659-0363</td>
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<td>JET FLEET, LLC</td>
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<td>480-575-9920</td>
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<td>CHRISTINA HOPKINSON</td>
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<td>PULVER AVIATION</td>
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<td>480-625-4760</td>
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<td>SAWYER CHARTER SERVICE</td>
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<td>SET JET</td>
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## AIRCRAFT RENTAL, LEASING & FLIGHT TRAINING

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<th>BUSINESS NAME</th>
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<th>CONTACT</th>
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<tr>
<td>LEGACY FLIGHT TRAINING</td>
<td>FLIGHT TRAINING</td>
<td>ACC</td>
<td>WILLIAM INGLIS</td>
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<td>SDL HOLDINGS</td>
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<td>904-273-1511</td>
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<td>SIERRA CHARLIE AVIATION</td>
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<tr>
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<td>RANC</td>
<td>CHARLES CHADWICK</td>
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## AIRCRAFT MAINTENANCE & REPAIR

15266070
s2 "Airport"
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<th>BUSINESS NAME</th>
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<th>CONTACT</th>
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<td>AVSOURCE, LLC</td>
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<td>AZ JET SERVICES</td>
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<td>CONSTANT AVIATION, LLC</td>
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<td>DALLAS AIRMOTIVE, LLC</td>
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<td>480-951-9234</td>
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<td>AIRCRAFT MAINTENANCE</td>
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<tr>
<td>TEMPUS JETS</td>
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<td>MARK HERTER</td>
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<td>TIMMY SHINES</td>
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<td>440-664-3568</td>
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<td>JB'S EXECUTIVE DETAILING</td>
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<td>JEFFREY BURROWS</td>
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<td>480-948-7444</td>
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<td>AVIS RENT-A-CAR SYSTEMS</td>
<td>OFF- AIRPORT RENTAL CAR</td>
<td>APK</td>
<td>PETER SERENA</td>
<td>480-948-4993</td>
<td>602-273-3215</td>
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<td>ENTERPRISE RENT-A-CAR</td>
<td>RENTAL CAR</td>
<td>SFS</td>
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<td>480-315-1938</td>
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<td>RENTAL CAR</td>
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<td>KAVOUS GITIBIN</td>
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<td>949-222-1909</td>
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<td>HERTZ RENT-A-CAR</td>
<td>OFF- AIRPORT RENTAL CAR</td>
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<td>STEPHEN BLUM</td>
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<td>RICK WIELEBSKI</td>
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<td>GREG GIBSON</td>
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| HANGAR, SHADE & OFFICE LEASING SERVICES |          |          |                  |            |         |

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<th>BUSINESS NAME</th>
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<th>CONTACT</th>
<th>TELEPHONE</th>
<th>FAX</th>
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<td>HANGAR/OFFICE LEASING</td>
<td>ACC</td>
<td>JOHN MEYER</td>
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<td>SDL AIR TRAFFIC CONTROL</td>
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<td>STEVE RAULTON</td>
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<td>480-922-4982</td>
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<td>OFFICER STEVE KENNEDY</td>
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**LEGEND:**
- Green = New Permit
- Yellow = Recently Cancelled Permit
- Orange = Suspension/Pending Revocation
- Red = Permit Revoked

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
RA = Ross Aviation (former Landmark Aviation); 14600 N. Airport Drive, Scottsdale, AZ  85260
RASC = Ross Aviation South Complex; 14700 N. Airport Drive, Scottsdale, AZ  85260
SFS = Signature Flight Support; 15290 N. 78th Way, Scottsdale, AZ  85260
RANC = Ross Aviation North Complex; 15115 N. Airport Drive, Scottsdale, AZ  85260
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 and Shades; 15135 N. Airport Drive, Scottsdale, AZ  85260
## AIRCRAFT CHARTER, SALES & MANAGEMENT

<table>
<thead>
<tr>
<th>BUSINESS NAME</th>
<th>ACTIVITY</th>
<th>CONTACT</th>
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<td>630-466-1336</td>
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<tr>
<td>ARIZTAR DBA POCKET JETS</td>
<td>AIRCRAFT CHARTER/MANAGEMENT</td>
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<td>480-600-8004</td>
<td>480-553-8667</td>
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<td>DELTA PRIVATE JETS</td>
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<td>REX BEVINS</td>
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<td>859-334-6547</td>
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<td>JON HULBURD</td>
<td>866-538-5469</td>
<td>888-398-3189</td>
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<td>PINNACLE AIR GROUP</td>
<td>AIRCRAFT CHARTER/MANAGEMENT/SALES</td>
<td>SCOTT GUETTI</td>
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<td>480-998-7993</td>
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<td>PRIME JET</td>
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<td>CHERYL JANKE</td>
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<td>303-648-4685</td>
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## HELICOPTER RENTAL, LEASING & FLIGHT TRAINING

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## HANGAR, SHADE & OFFICE LEASING SERVICES

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<td>BCO</td>
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15266070
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<td>480-575-8183</td>
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**LEGEND:**
- Green = New Permit
- Yellow = Recently Cancelled Permit
- Orange = Suspension/Pending Revocation
- Red = Permit Revoked
INFORMATION

Aviation staff will update the Airport Advisory Commission regarding aircraft noise complaints received during the second quarter of 2017.

PURPOSE

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

KEY CONSIDERATIONS

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

Attachment(s): 1. Noise Complaint Summary for April 1 – June 30, 2017
### Monthly Noise Complaints

<table>
<thead>
<tr>
<th>Month-Year</th>
<th>Night</th>
<th>Day</th>
<th>Complaints</th>
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</thead>
<tbody>
<tr>
<td>Apr-17</td>
<td>40</td>
<td>747</td>
<td>787</td>
</tr>
<tr>
<td>May-17</td>
<td>34</td>
<td>517</td>
<td>551</td>
</tr>
<tr>
<td>Jun-17</td>
<td>26</td>
<td>283</td>
<td>309</td>
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<tr>
<td>TOTAL</td>
<td>100</td>
<td>1547</td>
<td>1647</td>
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</table>

This table reflects the total amount of complaints received for this quarter, which includes both regional and local complaints.

### Total Complaints Summary

<table>
<thead>
<tr>
<th>Month-Year</th>
<th>Complainants (New)</th>
<th>Complainants (Not New)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apr-17</td>
<td>40</td>
<td>12</td>
<td>52</td>
</tr>
<tr>
<td>May-17</td>
<td>15</td>
<td>22</td>
<td>37</td>
</tr>
<tr>
<td>Jun-17</td>
<td>6</td>
<td>15</td>
<td>21</td>
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<tr>
<td>TOTAL</td>
<td>61</td>
<td>49</td>
<td>110</td>
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</table>

This table includes the total complainants for all complaints received this quarter.
“Regional” Complaints

<table>
<thead>
<tr>
<th>Month-Year</th>
<th>Night</th>
<th>Day</th>
<th>Complaints</th>
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<td>Apr-17</td>
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<td>6</td>
</tr>
<tr>
<td>May-17</td>
<td>0</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>Jun-17</td>
<td>0</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>TOTAL</td>
<td>0</td>
<td>20</td>
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</table>

Complaints received from locations outside the Airport Influence Area are defined as “regional.”

Regional Complainant Summary

<table>
<thead>
<tr>
<th>Month-Year</th>
<th>Complainants (New)</th>
<th>Complainants (Not New)</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Apr-17</td>
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<tr>
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<td>2</td>
<td>1</td>
<td>3</td>
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<tr>
<td>Jun-17</td>
<td>1</td>
<td>3</td>
<td>4</td>
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<tr>
<td>TOTAL</td>
<td>6</td>
<td>4</td>
<td>10</td>
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This table represents complainants who live within the “regional” area.

“Local” Complaints

<table>
<thead>
<tr>
<th>Month-Year</th>
<th>Night</th>
<th>Day</th>
<th>Complaints</th>
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</thead>
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<tr>
<td>Apr-17</td>
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<td>741</td>
<td>781</td>
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<tr>
<td>May-17</td>
<td>34</td>
<td>509</td>
<td>543</td>
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<td>Jun-17</td>
<td>26</td>
<td>277</td>
<td>303</td>
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<td>TOTAL</td>
<td>100</td>
<td>1527</td>
<td>1627</td>
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Complaints received from locations inside the Airport Influence Area are defined as “local.” Night = 10 p.m. and 6 a.m. Day = 6 a.m. to 10 p.m.

Local Complainant Summary

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<th>Month-Year</th>
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<th>Total</th>
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<tr>
<td>Apr-17</td>
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<tr>
<td>May-17</td>
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<td>Jun-17</td>
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<tr>
<td>TOTAL</td>
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<td>45</td>
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The callbacks field represents complaints requesting a callback from staff and completed.

The Airport Influence Area is mapped on page three of this report. Complaints received from location inside the Airport Influence Area are defined as “local”, and complaints from locations outside the Airport Influence Area are defined as “regional”.

Night = 10 p.m. to 6 a.m.  Local = complaints within the Airport Influence Area
Day = 6 a.m. to 10 p.m.    Regional = complaints outside the Airport Influence Area
The map below represents the Scottsdale Airport Influence Area. Each grid block indicates the total number of complaints (green-on bottom) received per square mile for the summary period, and the number of complainants or people (black-on top) who filed them. Please refer to the Map Legend for a description of the other map features.
To remain consistent with historic data, only "Local" aircraft noise complaints that emanate within the boundaries of the Airport Influence Area grid are included in the chart below. The Airport Influence Area grid is depicted on page two of this report. "Regional" complaints emanating from outside of the Airport Influence Area grid are tracked and reflected on page one of this report.

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
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<tr>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>19</td>
<td>32</td>
<td>53</td>
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INFORMATION

Airport Construction Update for September 2017.

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 CURRENTLY UNDERWAY

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<th>Terminal Area Redevelopment Project - ($22,536,079)</th>
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<td>% Complete</td>
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<td>% Complete</td>
<td>Anticipated Work - September</td>
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<td>3%</td>
<td>Demolition, Grading</td>
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<td>Underground Utilities, building foundations</td>
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<td>Operational Impacts</td>
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<td>Airport Admin staff relocated to Operations Center, U.S. Customs relocated to temporary trailer</td>
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Agenda Item No.: 8
Meeting Date: 09/20/17
Staff Contact: Chris Read, Airport Operations Manager
Phone: (480) 312-2674
Commission Information Report
Airport Monthly Construction Report for September 2017
### PLANNE PROJECTS

#### Transient Apron Reconstruction Project

<table>
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<tr>
<th>Description</th>
<th>Cost</th>
<th>Status</th>
<th>Estimated Start Date</th>
<th>Estimated Completion Date</th>
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<td>Reconstruct the light aircraft apron in front of the Terminal building and Aviation Business Center building.</td>
<td>$1,157,117.70</td>
<td>Contract Award Phase</td>
<td>October 2017</td>
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#### Taxiway “A” Reconstruction Project

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<th>Estimated Completion Date</th>
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<td>Reconstruct the southern 2/3 of taxiway A, overlay/sealcoat the northern 1/3 of taxiway, replace all taxiway A lighting and signage with L.E.D. fixtures.</td>
<td>$3,841,496.50</td>
<td>Contract Award Phase</td>
<td>November, 2017</td>
<td>June, 2018</td>
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INFORMATION


PURPOSE

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

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Airport Monthly Operations Update for June, July and August 2017

**INCIDENTS**

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<td>6/06/17</td>
<td>Grumman Tiger, runway excursion, left main brake locked upon landing</td>
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<td>6/08/17</td>
<td>Small fuel spill Signature ramp</td>
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<td>6/14/17</td>
<td>Small fuel leak Ross Aviation ramp</td>
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<td>6/17/17</td>
<td>Mooney MK-20, flat main tire during taxi</td>
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<td>6/26/17</td>
<td>Unauthorized person jumped over perimeter fence, arrested by PD</td>
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<td>6/29/17</td>
<td>Hangar door collapsed on King Air aircraft</td>
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<td>7/10/17</td>
<td>Embraer 505, fuel leak on Ross Aviation ramp</td>
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<td>Cessna 550, fuel leak on Taxiway A</td>
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<td>Gulfstream 200, fuel leak, pilot error</td>
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**ENFORCEMENT ACTIONS**

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<td>Driving on airport without proper permit</td>
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<td>Failure to display vehicle permit</td>
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<td>Large fuel spill in airpark</td>
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<td>Aircraft parked in wrong space</td>
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<td>Pilot taxied at high speed on FBO ramp</td>
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<td>Aircraft being stored on ramp in non-airworthy condition</td>
<td>N.O.V.</td>
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**U.S. Customs (August only)**

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</table>

**U.S. Visit Summary**

- 47 Mexican, 2 French, 1 German, 2 Swedish, 1 Venezuelan, 3 Canadian
**Commission Information Report**  
Airport Monthly Operations Update for June, July and August 2017

**U.S. Customs – Cont. (August only)**

<table>
<thead>
<tr>
<th>*Revenue (FYTD)</th>
<th>Total Uses Month</th>
<th>Total Uses (FYTD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017/18 $38,600</td>
<td>AUGUST 2017 38</td>
<td>2017/18 66</td>
</tr>
<tr>
<td>2016/17 $37,325</td>
<td>AUGUST 2016 34</td>
<td>2016/17 64</td>
</tr>
</tbody>
</table>

*Revenue = User Fees and Overtime Fees Charged to Users  
75,000 lbs. + PPR = 26 (calendar year 2017)

Attachment(s): 1. Scottsdale Airport Operations Counts 2016-17
### SCOTTSDALE AIRPORT OPERATIONS 2016-2017

<table>
<thead>
<tr>
<th></th>
<th>Feb-16</th>
<th>Mar-16</th>
<th>Apr-16</th>
<th>May-16</th>
<th>Jun-16</th>
<th>Jul-16</th>
<th>Aug-16</th>
<th>Sep-16</th>
<th>Oct-16</th>
<th>Nov-16</th>
<th>Dec-16</th>
<th>Jan-17</th>
<th>Feb-17</th>
<th>Mar-17</th>
<th>Apr-17</th>
<th>May-17</th>
<th>Jun-17</th>
<th>Jul-17</th>
<th>Aug-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITIN</td>
<td>9,760</td>
<td>11,184</td>
<td>9,247</td>
<td>8,986</td>
<td>8,286</td>
<td>7,286</td>
<td>7,567</td>
<td>7,523</td>
<td>8,895</td>
<td>9,506</td>
<td>9,439</td>
<td>9,268</td>
<td>11,186</td>
<td>10,333</td>
<td>8,838</td>
<td>7,685</td>
<td>6,760</td>
<td>7,625</td>
<td></td>
</tr>
<tr>
<td>LOCAL</td>
<td>4,496</td>
<td>4,705</td>
<td>5,811</td>
<td>5,728</td>
<td>5,135</td>
<td>4,622</td>
<td>4,967</td>
<td>5,178</td>
<td>5,198</td>
<td>4,548</td>
<td>4,339</td>
<td>4,126</td>
<td>4,249</td>
<td>5,862</td>
<td>5,428</td>
<td>5,802</td>
<td>4,640</td>
<td>5,024</td>
<td>4,633</td>
</tr>
<tr>
<td>IFR</td>
<td>4,315</td>
<td>5,084</td>
<td>3,901</td>
<td>3,693</td>
<td>2,916</td>
<td>2,413</td>
<td>2,789</td>
<td>3,353</td>
<td>3,854</td>
<td>4,510</td>
<td>3,958</td>
<td>4,854</td>
<td>4,507</td>
<td>5,360</td>
<td>4,838</td>
<td>3,924</td>
<td>3,144</td>
<td>2,742</td>
<td>3,118</td>
</tr>
<tr>
<td>TOTAL</td>
<td>14,256</td>
<td>15,889</td>
<td>15,058</td>
<td>14,714</td>
<td>13,421</td>
<td>12,534</td>
<td>12,701</td>
<td>14,093</td>
<td>14,054</td>
<td>13,475</td>
<td>13,509</td>
<td>13,892</td>
<td>15,107</td>
<td>14,640</td>
<td>12,325</td>
<td>11,784</td>
<td>12,258</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 2007 TOTAL OPS

<table>
<thead>
<tr>
<th></th>
<th>Aug-07</th>
<th>Aug-17</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITIN</td>
<td>10,094</td>
<td>7,625</td>
<td>-24.5%</td>
</tr>
<tr>
<td>LOCAL</td>
<td>5,706</td>
<td>4,633</td>
<td>-18.8%</td>
</tr>
<tr>
<td>IFR</td>
<td>2,992</td>
<td>3,118</td>
<td>4.2%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>15,800</td>
<td>12,258</td>
<td>-22.4%</td>
</tr>
</tbody>
</table>
AVIATION OPERATING BUDGET
FISCAL YEAR 2016/17

<table>
<thead>
<tr>
<th></th>
<th>FY 2016/17</th>
<th>FY 2016/17</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Adopted</td>
<td>Approved</td>
</tr>
<tr>
<td>Revenue</td>
<td>$3,861,929</td>
<td>$3,861,929</td>
</tr>
<tr>
<td>Expenses</td>
<td>$3,086,340</td>
<td>$3,115,758</td>
</tr>
<tr>
<td>Net</td>
<td>$775,589</td>
<td>$746,171</td>
</tr>
</tbody>
</table>

FY 2016/17 Year to Date (through June 2017)

<table>
<thead>
<tr>
<th></th>
<th>Approved</th>
<th>Actual</th>
<th>Dollar</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$3,861,929</td>
<td>$4,529,279</td>
<td>$667,350</td>
<td>17%</td>
</tr>
<tr>
<td>Expenses</td>
<td>$3,115,758</td>
<td>$2,030,403</td>
<td>$1,085,355</td>
<td>-35%</td>
</tr>
<tr>
<td>Net</td>
<td>$746,171</td>
<td>$2,498,876</td>
<td>$1,752,705</td>
<td>-118%</td>
</tr>
</tbody>
</table>

AVIATION FUND CASH BALANCE

<table>
<thead>
<tr>
<th></th>
<th>Operating</th>
<th>GP Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of 6/30/17</td>
<td>$8,910,158</td>
<td>$2,031,874</td>
<td>$10,942,032</td>
</tr>
<tr>
<td>As of 6/30/16</td>
<td>$7,578,461</td>
<td>$1,919,953</td>
<td>$9,498,414</td>
</tr>
</tbody>
</table>

MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

<table>
<thead>
<tr>
<th></th>
<th>June 2016</th>
<th>June 2017</th>
<th>Dollar</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$6,95,024</td>
<td>$4,73,268</td>
<td>$2,21,756</td>
<td>-32%</td>
</tr>
<tr>
<td>Expenses</td>
<td>$18,9,208</td>
<td>$24,2,991</td>
<td>$5,3,783</td>
<td>28%</td>
</tr>
<tr>
<td>Net</td>
<td>$5,05,816</td>
<td>$2,30,277</td>
<td>$2,75,539</td>
<td>-1,58%</td>
</tr>
</tbody>
</table>

ACCOUNTS RECEIVABLE AGING REPORT

Aging Report Data current as of 6/30/2017

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>1-30 Days</th>
<th>31-60 Days</th>
<th>61-120 Days</th>
<th>&gt;120 Days</th>
<th>Total Amt Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Accounts Total</td>
<td>58,417.00</td>
<td>-558.34</td>
<td>-60.57</td>
<td>-199.16</td>
<td>0.00</td>
<td>-1,377.76</td>
</tr>
</tbody>
</table>

Fuel Flowage (@ $0.08 per gallon)

<table>
<thead>
<tr>
<th></th>
<th>June 2016</th>
<th>June 2017</th>
<th>% Change From Last Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airport JET</td>
<td>$23,164</td>
<td>$474,025</td>
<td>22.7%</td>
</tr>
<tr>
<td>Airport AVGAS</td>
<td>$498</td>
<td>$28,510</td>
<td>19.5%</td>
</tr>
<tr>
<td>Airpark</td>
<td>$2,089</td>
<td>$229,123</td>
<td>27.3%</td>
</tr>
<tr>
<td>Total</td>
<td>$24,351</td>
<td>$729,148</td>
<td>63.5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Fiscal YTD 2015/16</th>
<th>Fiscal YTD 2016/17</th>
<th>% Change From Last Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airport JET</td>
<td>$474,025</td>
<td>$859,546</td>
<td>81.6%</td>
</tr>
<tr>
<td>Airport AVGAS</td>
<td>$28,510</td>
<td></td>
<td>81.6%</td>
</tr>
<tr>
<td>Airpark</td>
<td>$229,123</td>
<td></td>
<td>81.6%</td>
</tr>
<tr>
<td>Total</td>
<td>$727,703</td>
<td>$1,087,538</td>
<td>18.2%</td>
</tr>
</tbody>
</table>

Scottsdale Airport Fuel Flowage (@ $0.08 per gallon) - Fiscal Year-to-Date
AVIATION OPERATING BUDGET
FISCAL YEAR 2017/18

<table>
<thead>
<tr>
<th>FY 2017/18</th>
<th>FY 2017/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopted Budget</td>
<td>Approved Budget</td>
</tr>
<tr>
<td>Revenue $3,914,371</td>
<td>$3,914,371</td>
</tr>
<tr>
<td>Expenses $2,795,083</td>
<td>$2,824,473</td>
</tr>
<tr>
<td>Net $1,119,288</td>
<td>$1,089,898</td>
</tr>
</tbody>
</table>

FY 2017/18 Year to Date (through July 2017)

<table>
<thead>
<tr>
<th>Approved Budget</th>
<th>Actual</th>
<th>Dollar Variance</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue $232,921</td>
<td>$261,167</td>
<td>$28,246</td>
<td>12%</td>
</tr>
<tr>
<td>Expenses $222,054</td>
<td>$617,614</td>
<td>$395,560</td>
<td>178%</td>
</tr>
<tr>
<td>Net $10,867</td>
<td>-$356,447</td>
<td>-$367,314</td>
<td></td>
</tr>
</tbody>
</table>

AVIATION FUND CASH BALANCE

<table>
<thead>
<tr>
<th>Operating OP Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of 7/31/17</td>
<td>$9,936,322</td>
</tr>
<tr>
<td>As of 7/31/16</td>
<td>$7,779,202</td>
</tr>
</tbody>
</table>

MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

<table>
<thead>
<tr>
<th>July 2016</th>
<th>July 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>Gallons</td>
</tr>
<tr>
<td>Airport JET</td>
<td>$46,962</td>
</tr>
<tr>
<td>Airport AVGAS</td>
<td>$3,850</td>
</tr>
<tr>
<td>Airpark</td>
<td>$17,440</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$68,252</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal YTD 2016/17</th>
<th>Fiscal YTD 2017/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>Gallons</td>
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<tr>
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<tr>
<td>Airpark</td>
<td>$17,440</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$68,252</strong></td>
</tr>
</tbody>
</table>

ACCOUNTS RECEIVABLE AGING REPORT

Aging Report Data current as of 8/17/2017

<table>
<thead>
<tr>
<th>Current</th>
<th>1-30 Days</th>
<th>31-60 Days</th>
<th>61-120 Days</th>
<th>&gt;120 Days</th>
<th>Total Amt Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Accounts</td>
<td>Total</td>
<td>6,276.15</td>
<td>-871.48</td>
<td>119.30</td>
<td>-851.19</td>
</tr>
</tbody>
</table>

Fuel Flowage (@ $0.08 per gallon)

<table>
<thead>
<tr>
<th>Scottsdale Airport Fuel Flowage (@ $0.08 per gallon)</th>
<th>Fiscal Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airport JET</td>
<td>$27,812</td>
</tr>
<tr>
<td>Airport AVGAS</td>
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<tr>
<td>Airpark</td>
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<table>
<thead>
<tr>
<th>Airport JET</th>
<th>Airport AVGAS</th>
<th>Airpark</th>
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<tbody>
<tr>
<td>Fiscal YTD 2015/16</td>
<td>Fiscal YTD 2016/17</td>
<td>Fiscal YTD 2015/16</td>
</tr>
<tr>
<td>$27,812</td>
<td>$3,850</td>
<td>$17,440</td>
</tr>
<tr>
<td>$2,291</td>
<td>$19,263</td>
<td>$3,850</td>
</tr>
</tbody>
</table>

AGENDA ITEM NO.: 10
MEETING DATE: 09/20/17
STAFF CONTACT: Carmen Williams, Management Analyst
PHONE: (480) 312-8475

COMMISSION INFORMATION REPORT
Discussion and Input Regarding Monthly Financial Reports for July 2017

AVIATION FUND CASH BALANCE

<table>
<thead>
<tr>
<th>Operating OP Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of 7/31/17</td>
<td>$9,936,322</td>
</tr>
<tr>
<td>As of 7/31/16</td>
<td>$7,779,202</td>
</tr>
</tbody>
</table>

July 2016

<table>
<thead>
<tr>
<th>Airport JET</th>
<th>Airport AVGAS</th>
<th>Airpark</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>Gallons</td>
<td>% Total</td>
</tr>
<tr>
<td>$46,962</td>
<td>587,025</td>
<td>68.8%</td>
</tr>
<tr>
<td>$68,252</td>
<td>853,150</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

July 2017

<table>
<thead>
<tr>
<th>Airport JET</th>
<th>Airport AVGAS</th>
<th>Airpark</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>Gallons</td>
<td>% Total</td>
</tr>
<tr>
<td>$46,962</td>
<td>587,025</td>
<td>68.8%</td>
</tr>
<tr>
<td>$68,252</td>
<td>853,150</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>FAA Flight Path Changes</th>
<th>Purpose</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td>Description</td>
<td>Purpose</td>
</tr>
<tr>
<td>1</td>
<td>Next Gen / Phoenix Metroplex</td>
<td>The U.S. Court of Appeals in Washington D.C. has ruled in favor of the City of Phoenix in its lawsuit against the FAA over flight path changes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Marketing Program</th>
<th>Purpose</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td>Description</td>
<td>Purpose</td>
</tr>
<tr>
<td>1</td>
<td>Media and Social Media</td>
<td>Continue to post updates and respond to media requests as needed.</td>
</tr>
<tr>
<td>2</td>
<td>List serves</td>
<td>Sent list serve notices on Terminal Area Redevelopment project updates and new Customs parking. Also created a new list serve to send future construction updates to subscribers.</td>
</tr>
<tr>
<td>3</td>
<td>Tradeshows</td>
<td>Hosting an exhibit space at this year’s NBAA convention in Las Vegas with the theme Experience It packaging the marketing of the airport, city as a destination and promoting the airport’s amenities. Will partner again with Barrett Jackson and feature a vehicle in the booth; and offering VIP packages from Barrett Jackson and Waste Management Phoenix Open as prizes.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Community Outreach</th>
<th>Purpose</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>#</td>
<td>Description</td>
<td>Purpose</td>
</tr>
<tr>
<td>1</td>
<td>Brochures, flyers, other print materials &amp; videos</td>
<td>Created a video on the demolition of the Airport Terminal and Aviation Business Center buildings, promoted via social media, website and through other city marketing outlets. Airport Improvement Magazine included article about Operations Center opening.</td>
</tr>
<tr>
<td>2</td>
<td>Realtor/ Homeowner Assoc. Outreach</td>
<td>Scottsdale Area Association of Realtors will visit the airport for a presentation and tour.</td>
</tr>
<tr>
<td></td>
<td>Noise Outreach</td>
<td>Will record outreach efforts as needed.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>4</td>
<td>Community Outreach</td>
<td>Aviation staff participated along with other city departments in the Children’s Learning and Play event at WestWorld. In observance of the airport’s anniversary, created special commemorative pins that will be handed out to airport tenants.</td>
</tr>
</tbody>
</table>

**Planning Projects**

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Purpose</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monitor property development through the Planning Department</td>
<td>Working with the Planning Department to protect the airspace and development uses near Scottsdale Airport. The projects within the Airport Influence Area that are listed in the Planning and Zoning report are as follows: June – one, July – zero, and August – three.</td>
<td>In progress</td>
</tr>
</tbody>
</table>

**Pilot Outreach**

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Purpose</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pilot Briefing &amp; Outreach</td>
<td>The next Pilot’s Briefing has not been scheduled at this time.</td>
<td>In progress</td>
</tr>
<tr>
<td>2</td>
<td>Voluntary Curfew Outreach (10:00 p.m. – 6:00 a.m.)</td>
<td>The Voluntary Curfew Program is designed to respond to a complaint received for an operation between 10 p.m. and 6 a.m. If a flight can be confirmed, a letter is sent out to the operator to ask them for their cooperation in flying outside these hours when possible. The number of voluntary curfew letters were sent out as follows: June – 9, July – 15, and August - 13.</td>
<td>As needed</td>
</tr>
</tbody>
</table>
COMMISSION INFORMATION REPORT

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

Agenda Item No: 12
Meeting Date: 09/20/17
Staff Contact: Gary P. Mascaro, Aviation Director
Phone: (480) 312-7735

INFORMATION

Discussion regarding status of the Airport Advisory Commission’s items to City Council, and aviation-related items approved by Planning Commission, Design Review Board, or City Council.

Attachment(s):
1. Airport Advisory Commission Items to City Council
2. Aviation-related items to Planning Commission, Design Review Board, or City Council
3. City Council Meeting Calendar
<table>
<thead>
<tr>
<th>AIRPORT COMMISSION DATE</th>
<th>APPROVED</th>
<th>ITEM DESCRIPTION</th>
<th>CITY COUNCIL DATE</th>
<th>APPROVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/07/16</td>
<td>5-0</td>
<td>Discussion and Possible Action to Adopt Resolution No. 10665 Authorizing Construction Bid Award No. 17PB012 in the amount of $195,640.00 to Rummel Construction, Inc. for the Construction of the Airport Erosion Protection/Wildlife Mitigation Project, Phase 2.</td>
<td>01/17/17</td>
<td>Approved on consent</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>MPC Excise Tax Bond Issuance for Water and Aviation Projects. Adopt Resolution No. 10765 approving and authorizing the execution and delivery of an agreement between the City and the Scottsdale Municipal Property Corporation (MPC) providing for financing $27 million for aviation improvements.</td>
<td>04/04/17</td>
<td>Approved on consent</td>
</tr>
<tr>
<td>06/19/17</td>
<td>6-0</td>
<td>Discussion and possible action to Adopt Resolution 10777 authorizing construction manager at risk construction services Contract 2017-060-COS with JE Dunn Construction for the Scottsdale Airport Terminal Area Redevelopment Project</td>
<td>07/05/17</td>
<td>Approved on consent</td>
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<td>08/14/17</td>
<td>4-0</td>
<td>Adopt Resolution No. 10861 authorizing CM@Risk contract amendment No. 2017-060-COSA1 with JE Dunn Construction Company in the amount of $7,874,909, along with a City Project Contingency of $27,077, for a total increase of $7,901,986, to conduct construction phase services, including the second phase of the Terminal Area Redevelopment Project at Scottsdale Airport.</td>
<td>08/29/17</td>
<td>Approved on consent</td>
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<td>05/17/17</td>
<td>7-0</td>
<td>Adopt Resolution No. 10811 authorizing Construction Bid Award No. 17PB027 in the amount of $1,157,177.70 to Nesbitt Contracting Co., Inc. for the construction of the Airport Transient Apron Reconstruction Project if a grant is offered by the Federal Aviation Administration.</td>
<td>09/19/17</td>
<td>?</td>
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<tr>
<td>09/20/17</td>
<td>?</td>
<td>Adopt Resolution No. 10897 authorizing contract No. 2017-140-COS with Coffman Associates, Inc. to provide planning services at Scottsdale Airport.</td>
<td>10/17/17</td>
<td>?</td>
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<tr>
<td>09/20/17</td>
<td>?</td>
<td>Discussion and possible action to consider recommending that City Council Adopt Resolution 10865 authorizing Contract 17PB033 in the amount of $3,841,496.50 to J. Banicki Construction, Inc. for the Taxiway “A” Reconstruction Project</td>
<td>10/10/17</td>
<td>?</td>
</tr>
<tr>
<td>AIRPORT COMMISSION DATE</td>
<td>APPROVED</td>
<td>ITEM DESCRIPTION</td>
<td>PLANNING, DRB, OR CITY COUNCIL AGENDA DATE</td>
<td>APPROVED</td>
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<td>07/20/16</td>
<td>5-0</td>
<td><strong>Scottsdale Marketplace (Crossroads)</strong>&lt;br&gt;Request by owner for a Zoning District Map Amendment, including Development Plan and amended Planned Regional Center (PRC) development standards for floor area ratio, building height and minimum parcel size, within an existing Planned Community (P-C) District, for a proposed mixed-use project on a +/- 12 acre site, located at the southeast corner of Scottsdale Road and Chauncey Lane: 19-ZN-2002#4.&lt;br&gt;AAC Recommendation: Approved with stipulation of sound attenuation.</td>
<td>1/17/17 CC 10/26/16 PC</td>
<td>7-0 6-0</td>
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<tr>
<td>9/21/16</td>
<td>7-0</td>
<td><strong>District at the Quarter (Greenway-Hayden Loop Apartments)</strong>&lt;br&gt;Kaplan Acquisitions, LLC is seeking to redevelop 8.84 acres for a 5-story (i.e., 4-story over podium), luxury apartment development located at 15501 N. 73rd St. (AKA Dial Boulevard) and 15450 N. Greenway-Hayden. They are proposing 765 units. Requesting a Zoning District Map Amendment from Industrial Park (I-1) District to Planned Unit Development (PUD) District zoning and Non-Major General Plan amendment to the City of Scottsdale General Plan 2001 from the Airpark Mixed Use (AMU) and Employment (EMP) land use designations to the Airpark Mixed Use Residential (AMU-R) land use designation on a 10.29 +/- gross acre site: 8-ZN-2016 &amp; 3-GP-2016.&lt;br&gt;AAC Recommendation: Approved with a stipulation that if the property owner requests to change from apartment living to condominiums that the property owner must seek approval from the Airport Advisory Commission. Additionally, a stipulation was included for sound attenuation.</td>
<td>11/14/16 CC 10/19/16 PC 10/06/16 DR</td>
<td>4-3 7-0 5-0</td>
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<tr>
<td>Date</td>
<td>Number</td>
<td>Description</td>
<td>Request Details</td>
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<td>06/19/17</td>
<td>7-0</td>
<td><strong>Wolf Springs Ranch Rezone</strong></td>
<td>Request by owner for a Zoning District Map Amendment from Single-family Residential (R1-35) to Single-family Residential (R1-18) Planned Residential Development (R1-18 PRD) zoning, for a new 45 lot subdivision on a +/- 20 acre site located at 12475 N. 93rd St., 12435 N. 93rd St., 9350 E. Cactus Rd., 9370 E. Cactus Rd. and 9390 E. Cactus Rd. 28-ZN-2016</td>
<td>09/19/17 CC 07/26/17 PC</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
<td><strong>Acoma Court PUD - City of Phoenix</strong></td>
<td>This PUD application proposes a mixed-use neighborhood center of office, retail, entertainment, hotel and residential uses at southwest corner of Acoma Dr. and Scottsdale Road. 9-ZN-17</td>
<td>N/A</td>
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<tr>
<td>N/A</td>
<td>N/A</td>
<td><strong>Near Miller Road and Deer Valley Road</strong></td>
<td>The owner is requesting approval for a Zoning District Map Amendment from the P.Co.C (Planned Convenience Center) district to the R-3 (Medium Density Residential) zoning district.</td>
<td>?</td>
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<tr>
<td>N/A</td>
<td>N/A</td>
<td><strong>Scottsdale Quarter Phase III</strong></td>
<td>Request by owner for approval of the site plan, landscape plan, and building elevations for a new mixed-use development (Scottsdale Quarter Phase III – Block L) on a +/- 3.74 acre site with Planned Regional Center (PRC) zoning located at 15125 N. Scottsdale Road.</td>
<td>09/07/17 DR</td>
</tr>
</tbody>
</table>
2017 City Council Meeting Calendar

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

JANUARY

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22 23 24 25 26 27 28
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FEBRUARY

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22 23 24 25 26 27 28

MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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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: 11 - MLK Dinner
31 - Waste Management Phoenix Open Party
Feb: 22 - State of the City Address
Mar: 11-16 - NLC Conference
Apr: 23 - Tentative Budget Adoption
May: 13 - Final Budget Adoption
June: 7 - General Election
Aug: 22-25 - AZ League Conference
Sept: 29 - Election Day
Oct: 15-19 - NLC Conference
Nov: 7 - General Election
Dec: 4-5 Major General Plan Amendments and Reg Council Mtgs

Updated: August 7, 2017
COMMISSION ACTION REPORT

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

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**ACTION**

Review Airport Advisory Commission meeting schedule.

**PURPOSE**

Pursuant to By-Laws of the Scottsdale Airport Advisory Commission, Section 202, “Regular meetings of the Commission shall be held on the 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 meeting schedule.

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Action taken:
AIRPORT ADVISORY COMMISSION SCHEDULE OF MEETINGS - 2017
(Including anticipated topics and timeline for discussion)

<table>
<thead>
<tr>
<th>JANUARY</th>
<th>FEBRUARY</th>
<th>MARCH</th>
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- Election of Officers
- By-Laws Review
- Quarterly Noise Program Update

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- Quarterly Noise Program Update

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<th>JULY</th>
<th>AUGUST</th>
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- Special Meeting
- Quarterly Noise Program Update

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<tr>
<th>OCTOBER</th>
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- Quarterly Noise Program Update
- Experience Scottsdale Update
- Risk Management Insurance Update
- AZ Business Aviation Assn. Update
- Chamber Update

- Aviation Enterprise Fund Five-Year Financial Plan

12905846