

# SCOTTSDALE AIRPORT ADVISORY COMMISSION MEETING NOTICE AND AGENDA



Wednesday, October 26, 2022  
5:00 p.m.  
Scottsdale Airport Aviation Business Center  
Stearman/Thunderbird Meeting Room  
15000 N. Airport Drive, Second floor  
Scottsdale, AZ



---

## AIRPORT ADVISORY COMMISSION

Charles McDermott, Chair  
Peter Mier, Vice-Chair  
Larry Bernosky  
Ken Casey

Michael Goode  
David Reid  
John Spalj

---

### 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: September 21, 2022

### 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. Discussion and possible action to Adopt Resolution No. 12635 Authorizing Contract No. 2022-176-COS with Coffman Associates, Inc. to provide Planning Services at Scottsdale Airport, not to exceed \$1,000,000 for the initial three-year term  
Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, [cawilliams@scottsdaleaz.gov](mailto:cawilliams@scottsdaleaz.gov)
2. Discussion and possible action regarding application for Airpark Aeronautical Business Permit for Visionmakers Intl LLC to conduct hangar/shade leasing services at the Scottsdale Airport  
Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, [cawilliams@scottsdaleaz.gov](mailto:cawilliams@scottsdaleaz.gov)
3. Discussion and possible action regarding application for Airport Aeronautical Business Permit for Airworthy Avionics LLC to conduct mobile aircraft maintenance and repair services at the Scottsdale Airport  
Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, [cawilliams@scottsdaleaz.gov](mailto:cawilliams@scottsdaleaz.gov)
4. Ratification of Airport Aeronautical Business Permit for Scudo Rentals, LLC to conduct airport car concession services at the Scottsdale Airport  
Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, [cawilliams@scottsdaleaz.gov](mailto:cawilliams@scottsdaleaz.gov)
5. Discussion and input regarding Airport and Airpark Aeronautical Business Permit Additions, Cancellations and Revocations  
Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, [cawilliams@scottsdaleaz.gov](mailto:cawilliams@scottsdaleaz.gov)
6. Discussion and input regarding Monthly Financial Report for August  
Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, [cawilliams@scottsdaleaz.gov](mailto:cawilliams@scottsdaleaz.gov)
7. Discussion and input regarding Monthly Operations Report  
Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, [cread@scottsdaleaz.gov](mailto:cread@scottsdaleaz.gov)
8. Discussion and input regarding Monthly Construction Report  
Staff contact: Chris Read, Assistant Aviation Director-Operations, 480-312-2674, [cread@scottsdaleaz.gov](mailto:cread@scottsdaleaz.gov)

9. Discussion and input regarding Quarterly Noise Complaint Summary  
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, [sferrara@scottsdaleaz.gov](mailto:sferrara@scottsdaleaz.gov)
10. Discussion and input regarding Public Outreach Programs and Planning Projects  
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, [sferrara@scottsdaleaz.gov](mailto:sferrara@scottsdaleaz.gov)
11. National Business Aviation Association (NBAA) Convention & Exhibition update  
Staff contact: Sarah Ferrara, Aviation Planning & Outreach Coordinator, 480-312-8482, [sferrara@scottsdaleaz.gov](mailto: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](mailto: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](mailto: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**



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

**Meeting Date:** 10/26/22

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

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

**ACTION**

Approval of Minutes – Regular Meeting  
September 21, 2022

Attachment(s): 1. Draft of minutes of the September 21, 2022, Regular Meeting

Action taken:



**SCOTTSDALE AIRPORT ADVISORY COMMISSION  
PUBLIC MEETING**

**Scottsdale Airport Aviation Business Center  
Stearman/Thunderbird Meeting Room  
15000 N. Airport Drive  
Scottsdale, Arizona  
Wednesday, September 21, 2022**

**DRAFT MINUTES**

**PRESENT:** Charles McDermott, Chair  
Peter Mier, Vice Chair  
Larry Bernosky  
John Berry  
Ken Casey  
Cory Little (telephonic)

**STAFF:** Gary Mascaro, Aviation Director  
Carmen Williams, Aviation Finance & Administration Manager  
Sarah Ferrara, Aviation Planning & Outreach Coordinator  
Chris Read, Assistant Aviation Director-Operations

**GUESTS:** Ryan Strand, Flightworks, Inc.  
Lindsay Ishak, Square One Concepts, Inc.  
Brian McNanna, Luxury Aero Collection, LLC.

**CALL TO ORDER**

The meeting was called to order at 5:00 p.m.

**ROLL CALL**

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

## **AVIATION DIRECTOR'S REPORT**

Gary Mascaro, Aviation Director, welcomed the commissioners back from their summer break and thanked both Commissioners Berry and Little for six years of service on the Airport Advisory Commission as this is their last meeting.

Chair McDermott commented that the Southwest Chapter of the American Association for Airport Executives honored Director Mascaro with the Airport Executive of the Year Award at their summer conference.

### 1. Regular Meeting: June 15, 2022

COMMISSIONER BERNOSKY MADE A MOTION TO APPROVE THE REGULAR MEETING MINUTES OF JUNE 15, 2022 AS PRESENTED. COMMISSIONER BERRY SECONDED THE MOTION, WHICH CARRIED 6/0 WITH CHAIR MCDERMOTT, VICE CHAIR MIER AND COMMISSIONERS BERNOSKY, BERRY, CASEY AND LITTLE VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

## **PUBLIC COMMENT**

There were no public comments.

## **REGULAR AGENDA            ITEMS 1-10**

1. Discussion and possible action regarding application for Airport Aeronautical Business permit for Flightworks Inc. to conduct flight training and aircraft leasing/rental services at the Scottsdale Airport.

Carmen Williams, Aviation Finance & Administration Manager, stated that Flightworks took over Elite Flight Training's business earlier this year. They operate out of the Signature Flight Support West Facility. They have met the requirements of the aeronautical business permit.

In response to a question from Vice Chair Mier, Ryan Strand, Flightworks, Inc., stated that the company purchased the business assets of Elite Flight Training.

In response to a question from Commissioner Casey, Mr. Strand stated there are ten planes in the hangar, with seven used for training and rental.

COMMISSIONER BERRY MADE A MOTION TO APPROVE THE APPLICATION FOR AERONAUTICAL BUSINESS PERMIT FOR FLIGHTWORKS INC. TO CONDUCT FLIGHT TRAINING AND AIRCRAFT LEASING/RENTAL SERVICES AT THE SCOTTSDALE AIRPORT. COMMISSIONER BERNOSKY SECONDED THE MOTION, WHICH CARRIED 6/0 WITH CHAIR MCDERMOTT, VICE CHAIR MIER AND COMMISSIONERS BERNOSKY, BERRY, CASEY AND LITTLE VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

2. Discussion and possible action regarding application for Square One Concepts, Inc. to conduct off-airport catering services at the Scottsdale Airport.

Ms. Williams provided a brief company overview. They have met all requirements of the permit. Lindsay Ishak, Square One Concepts, Inc., was present to represent the applicant.

VICE CHAIR MIER MADE A MOTION TO APPROVE THE APPLICATION FOR AERONAUTICAL BUSINESS PERMIT FOR SQUARE ONE CONCEPTS, INC. TO CONDUCT OFF-AIRPORT CATERING SERVICES AT THE SCOTTSDALE AIRPORT. COMMISSIONER BERRY SECONDED THE MOTION, WHICH CARRIED 6/0 WITH CHAIR MCDERMOTT, VICE CHAIR MIER AND COMMISSIONERS BERNOSKY, BERRY, CASEY AND LITTLE VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

3. Discussion and possible action regarding application for Airport Aeronautical Business Permit for Airworthy Avionics LLC to conduct mobile aircraft maintenance and repair services at the Scottsdale Airport.

There was no vote on this item, as no representative from Airworthy Avionics, LLC, was present. There was consensus to postpone this item to the next scheduled meeting.

4. Discussion and possible action regarding application for Airpark Aeronautical Business Permit for Luxury Aero Collection, LLC to conduct aircraft sales at the Scottsdale Airport.

Ms. Williams stated that the applicant operates out of a hangar in the Airpark. They have an arrangement with Atlantic Aviation to store aircraft for interested buyers to visit. They have met all the requirements of the permit. Brian McNanna, Director of Operations, was present to represent the applicant.

COMMISSIONER BERRY MADE A MOTION TO APPROVE THE APPLICATION FOR AERONAUTICAL BUSINESS PERMIT FOR LUXURY AERO COLLECTION, LLC TO CONDUCT AIRCRAFT SALES AT THE SCOTTSDALE AIRPORT. CHAIR MCDERMOTT SECONDED THE MOTION, WHICH CARRIED 6/0 WITH CHAIR MCDERMOTT, VICE CHAIR MIER AND COMMISSIONERS BERNOSKY, BERRY, CASEY AND LITTLE VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

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

Ms. Williams cited to the permit approvals from the current meeting. In addition, there are two other changes, including the cancelation of the permits for Elite Flight Training and Prime Jet.

6. Discussion and input regarding Monthly Operations Report

Chris Read, Assistant Aviation Director-Operations noted the difference in based aircraft compared to last year, which is as a result of the vacating of the Greenway Hangars and Shades. Operational numbers also reflect changes as a result of the runway closure last year. There was one Alert 2 and one incident with a Cessna 172 going off the runway. Revenue for U.S. Customs

for the month was \$49,075 with 95 uses and 32 U.S. visit uses. Revenue and total uses were up over last year at \$1.1 million for Fiscal Year 21/22, compared with \$852,375 for Fiscal Year 20/21. There were 74 PPRs for the year.

Commissioner Bernosky asked for clarification on the two enforcement actions of speeding and aiding and abetting speeding. Mr. Read stated that the regulations include a rule that if someone provides access to the airfield to another person, who then breaks a rule, the individual who provided access is subject to the consequences of aiding and abetting the rule violation.

Commissioner Casey commented on the significant increase of based helicopter and asked if this is conjunction with helicopter school flight training activity. Mr. Chris confirmed that Universal Helicopters is storing several additional helicopters on the airport.

#### 7. Discussion and input regarding Monthly Financial Reports for May, June, July

Ms. Williams focused on the end of year report for June and the recent report for July. The fiscal year ends on June 30th and the Airport is currently in the first quarter of Fiscal Year 22/23. Overall, the Department did very well during the past fiscal year, exceeding revenues well beyond forecast. At the end of June, fiscal year revenues finished at \$9.2 million, 48 percent above the target for revenues. There was \$2.8 million in expenses, 2 percent under budget. The private charter segment, which increased significantly during the pandemic, has continued to remain elevated. Customs activity finished the fiscal year with over 2,000 inspections, an increase of 33 percent over last year. Expenses ended at \$56,000 under budget for the year with some increased inflationary costs. For June, there was \$939,000 in revenues, compared to last year at \$750,000. Monthly expenses of \$218,000 were less than last June's expenses of \$320,000. The Aviation Fund Cash balance was \$6.3 million as of June 30th. Annual fuel revenues were up 14.8 percent over last year with total gallons of 16.7 million. FBO jet fuel sales are up 17.4 percent over last year. AVGAS had a decrease of 12.8 percent. Airpark fuel sales were up 10.6 percent. July revenues were at \$1.2 million. The variance will decrease in the coming months. Expenses were higher than budgeted at \$349,000, due to the timing of the Customs labor invoice as well as the timing of annual software subscriptions.

In response to a question from Commissioner Bernosky, Ms. Williams stated that there are annual subscription fees for the lease management system as well as software for Airport operations.

Ms. Williams stated that the Aviation Fund cash balance was \$6.1 million at the end of July. Fuel sales for July were down 18.2 percent, AVGAS was down 4 percent and the Airpark up 17.8 percent. It is expected that comps will improve over the next couple of months.

In response to a question from Commissioner Casey regarding AVGAS, Mr. Mascaro stated that this is a topic of discussion nationally. Alternative fuel services are currently being pushed, particularly in California airports. In talking with the Airport's three primary FBOs, there is interest in making these changes in the future. Several hoops will be required, including building new facilities and obtaining the product at a reasonable price. The Airport will be looking into this further in the future.



8. Discussion and input regarding Quarterly Noise Complaint Summary

Sarah Ferrara, Aviation Planning & Outreach Coordinator, stated that the report will recover the second quarter, including April through June. There were a total of 11 callbacks and emails for the period. There were 23 repeat complainants, and 9 new complaints. For 2022, there were a total of 389 complaints compared to 437 for 2021.

The Optima project will be discussed by the Planning Commission on October 26. Based on confirmation with the project manager, building heights were reduced on average of approximately ten feet per building.

In response to a comment from Chair McDermott, Ms. Ferrara said that the approved Airport Advisory Commission minutes related to this project will be shared with the Planning Commission as an attachment to their report.

Chair McDermott stated that in his experience with situations such as this, there is a recommendation to the developer to submit updated documentation to have the FAA confirm that the adjustments were made. He recommends this to airports in similar situations. Ms. Ferrara stated that typically such documentation is not required to be submitted until final plans are submitted. This case will be interesting, as the Airport will make the stipulation, however the Airport will not see updates until they submit for final plans. Chair McDermott suggested that the City planning personnel could request the revised elevation submissions. Chair McDermott comment that if they resubmit, this provides the FAA with an opportunity to take another look, which would provide confidence to the City that the appropriate adjustments have been made.

9. Discussion and input regarding Public Outreach Programs and planning projects

Ms. Ferrara provided an update on the Next Gen/Phoenix Metroplex. In June, the US Court of Appeals dismissed the City of Scottsdale's legal brief, however, the City may continue efforts to pursue a better outcome. The working group met in May but did not include Scottsdale representatives. The group is scheduled to reconvene in October and Scottsdale officials continue to request inclusion. The website has been updated.

In terms of the voluntary curfew program, two letters were sent in June, two in July and three in August.

Staff continues to monitor property development through the Planning Department. There were seven in June, one in July and three in August.

A few listservs were sent out recently, including an announcement that Ross is becoming Atlantic Aviation. There was also an announcement regarding TAC being acquired by Signature Aviation as well as an announcement regarding the record high customs activity. A teaser video was launched for the Super Bowl and the reservation slot system. Press releases on the Aircraft Run Up project resulted in positive media coverage from AZFamily and several articles. The NBAA-BACE conference will be held in October, 2022 in Orlando, Florida. Aviation staff will exhibit to promote the upcoming operations plan for Super Bowl. The department has launched two new webpages regarding the Super Bowl

as well as a special Events webpage. Aviation staff gave two presentations at a retired men's group in Terravita and for the Scottsdale Insider tour.

In response to a question from Commissioner Casey, Mr. Mascaro stated there will be an update on the Super Bowl program in an upcoming meeting. Three arrivals will be permitted per hour. Reservations are required to operate between Sunday 5:00 through Monday, users will have to contact the FBO. Mr. Bernosky asked if club owners get priority. Mr. Mascaro stated that this is up to the FBOs.

In response to a question from Vice Chair Mier, Mr. Mascaro confirmed that this will be occurring at the same time as the Phoenix Open.

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

Mr. Mascaro noted that the list has not changed since the last meeting. Scottsdale Jet Center Hangar 2 is currently in construction with completion scheduled for late spring or early summer of next year. Project Cactus is at final plan approval, hoping to break ground next month. The Optima project reduced its heights based on comments from the Commission to a level that is appropriate. The Seventh Day Adventists Warehouse Building has been launched. For a historical perspective, Scottsdale bought the Airport from the Seventh Day Adventist Church in the mid-60s. Their facility is located on the south end of the Airport adjacent to the park and ride location. They are looking to do a major redevelopment. The first pre-application meeting has been held. There is not currently a request for any zoning changes that would come before the Commission.

In terms of items to City Council, there are no new items to address.

Commissioner Casey referred to the Scottsdale Jet Hangar and asked about the square foot threshold for requirement of a fire suppression system. Mr. Mascaro stated that the old code had a mandate of 30,000 square feet. There have been significant discussions nationally regarding suppression systems and how they can cause more damage than benefits.

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

Mr. Mascaro noted that most of staff will be away during the week of October 19th.

VICE CHAIR MIER MADE A MOTION TO MOVE THE NEXT AIRPORT ADVISORY COMMISSION MEETING DATE FROM OCTOBER 19 TO OCTOBER 26, 2022. CHAIR BERRY SECONDED THE MOTION, WHICH CARRIED 6/0 WITH CHAIR MCDERMOTT, VICE CHAIR MIER AND COMMISSIONERS BERNOSKY, BERRY, CASEY AND LITTLE VOTING IN THE AFFIRMATIVE WITH NO DISSENTING VOTES.

**PUBLIC COMMENT**

There were no public comments.

**FUTURE AGENDA ITEMS**

There were no items added.

**ADJOURNMENT**

With no further business to discuss, the meeting adjourned at 5:51 p.m.

SUBMITTED BY:

eScribers, LLC



## COMMISSION INFORMATION REPORT

Discussion and Possible Action to Adopt Resolution No. 12635  
Authorizing Contract No. 2022-176-COS with Coffman Associates, Inc. to  
provide Planning Services at Scottsdale Airport

**Agenda Item No.:** 1

**Meeting Date:** 10/26/22

**Staff Contact:** Carmen Williams,  
Aviation Finance & Admin  
Manager

**Phone:** (480) 312-8475

### ACTION

Discussion and possible action to Adopt Resolution No. 12635 Authorizing Contract No. 2022-176-COS with Coffman Associates, Inc. to provide Planning Services at Scottsdale Airport, not to exceed \$1,000,000 for the initial three-year term.

### 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 to include Section 163 environmental determination process and required environmental actions, airport layout plan updates, 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 FAA federal requirements. The Consultant may also provide some minimal on-call general planning services for the Airport as projects arise.

### KEY CONSIDERATIONS

- The Aviation and Purchasing departments 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 52 persons/firms downloaded the solicitation; only one applicant, Coffman Associates, Inc., submitted a Statement of Qualifications (SOQ).
- Coffman Associates has a wealth of experience both in the industry and at Scottsdale Airport. Their experienced Principal-in-Charge, Mr. Matthew Quick, is based in Phoenix and very familiar and experienced with Scottsdale Airport.
- The RFQ Selection Committee included three (3) members from the City's Aviation staff.
- The Selection Committee accepted Coffman Associates, Inc. as a qualified firm using a points-based evaluation system.

Attachment(s):  
1. Resolution No. 12635  
2. Draft Contract No. 2022-176-COS

RESOLUTION NO. 12635

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA.  
AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT NO. 2022-176-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 August 9, 2022 the City issued a Request for Qualifications ("RFQ") to solicit qualified consulting firms to perform a full range of aviation services at Scottsdale Airport on a variety of projects over the next three years 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, one firm submitted a responsive proposal to the RFQ and the proposal was subsequently evaluated by a committee comprised of three members from City staff; and

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

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

WHEREAS, the Airport Advisory Commission has 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. 2022-176-COS, a contract for professional airport planning services with Coffman and Associates, Inc., which will not exceed \$1,000,000 for the initial three-year term.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this 21st day of November, 2022

CITY OF SCOTTSDALE, an Arizona  
municipal corporation day

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sherry R. Scott, City Attorney

By: Eric C. Anderson, Senior Assistant City Attorney



**CITY OF SCOTTSDALE**  
**PROFESSIONAL SERVICES CONTRACT**  
**SOLICITATION NO. RFSQ-072022-012**  
**CONTRACT NO. 2022-176-COS**

**THIS CONTRACT** entered into this 21<sup>st</sup> day of November 2022, between the City of Scottsdale, an Arizona municipal corporation, the "City", and Coffman Associates, Inc., a Corporation of the State of Missouri, 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 intends to contract for airport planning services; and

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

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

**1. DESCRIPTION, ACCEPTANCE, DOCUMENTATION**

The Consultant will provide the professional services required by this Contract.

**1.1 SERVICE DESCRIPTION**

Consultant shall provide the professional airport planning services required by this Contract, which is summarized in Section 1.2 of this contract and further detailed in the entire Request for Qualifications No. RFSQ-072022-012 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 No. RFSQ-072022-012 and dated September 6, 2022 is incorporated into this Contract by this reference as fully as if written out below.

If any provision incorporated by reference from the Request for 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.

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.

The Consultant is assigned the tasks specified in the attached Exhibit A, Project Scope of Services, which is incorporated by reference and made a part of this Contract. 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 obtain all necessary information to complete the tasks under this Contract.

## **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 projects that are part of an Airport capital improvement project, likely listed on Exhibit A, for which the Consultant may provide professional planning services ("Specific Services") pursuant to the terms so this contract will be explained and included in an Authorization of Services document. The Consultant may also provide some minimal on-call general planning services for the Airport as projects arise ("General Services.") One or more separate Authorization of Services will be prepared for each Specific Service or General Service 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 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 provided that the Consultant will in no case be authorized to receive an hourly rate in excess of the maximum hourly rates approved in Section 2 of 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, under the terms of this Contract. The Authorization of Services documents approved pursuant to the terms and limitations of this Contract do not require further City Council approval.

### **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 Sections 1.1 through 1.5 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. BILLING RECORDS, AUDIT, FEES**

### **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. The amount paid to the Consultant inclusive of all expenses will not exceed \$1,000,000 over the initial 3-year term for all project work authorized and performed under this contract without first returning to the City Council for further approval.

### **2.1.1 HOURLY RATES**

The Consultant's certified hourly rate schedule is attached hereto as Exhibit C and incorporated herein by this reference. The Consultant cannot be paid more per hour than the approved maximum hourly rate schedule. 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.

### **2.1.2 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 one (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 and shall be no more than the maximum approved hourly rates subject to the agreed upon maximum hours or limits, which will include any expenses incurred by the Consultant and/or Subcontractors as set forth in the corresponding approved Authorization of Services. The City based upon the 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 SPECIFIC SERVICES**

Compensation for all Specific Services shall be made as set forth in the Authorization of Services, which may be a negotiated lump sum fee amount based upon the estimated amount of time necessary to complete the Specific Services at no more than the approved maximum hourly rate or a similar agreed upon method which does not result in compensation higher than the approved maximum hourly rate for the time it takes to efficiently perform the authorized work. The City is specifically prohibited from authorizing the Consultant to receive a lump sum fee amount that would be in excess of the approved hourly rate for the projected hours that it would take to complete the Specific Services project.

## **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 for audit by the City in accordance with Section 4.7 of this Contract. 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, 15000 N. Airport Drive, Suite 100 Scottsdale, AZ 85260.

### **3. 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. 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.

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

##### **4.7 RECORDS AND AUDIT RIGHTS**

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

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

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

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

#### **4.8 ATTORNEY'S FEES**

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

#### **4.9 INELIGIBLE BIDDER**

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

#### **4.10 INDEPENDENT CONTRACTOR**

The services Consultant provides under the terms of this Contract to the City are that of an Independent Consultant, not an employee, or agent of the City. The City may 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, Consultant

may be subject to I.R.S. provisions for payment of estimated income tax. Consultant 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).

#### **4.12 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:

Matthew Quick  
Coffman Associates, Inc.  
4835 E. Cactus Road, Suite 235  
Scottsdale, AZ 85254

In the case of City:

Carmen Williams, Aviation Finance & Admin Manager  
15000 N. Airport Drive Suite 100  
Scottsdale, AZ 85260

If hand delivered, Notices are deemed received on the date delivered. If delivered by certified or registered mail, Notices are deemed received on the



date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

#### **4.13 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**

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

#### **4.15 ADVERTISING**

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

#### **4.16 COUNTERPARTS**

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

#### **4.17 SUBCONTRACTORS**

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

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

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

the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

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

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

#### **4.18 CHANGES IN THE WORK**

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

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

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

#### **4.19 CO-OP USE OF CONTRACT**

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

#### **4.20 COMPLIANCE WITH FEDERAL AND STATE LAWS**

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

Procurements made under the Airport Improvement Program (AIP) must comply with required Federal provisions established by various laws and

statutes. Please see Exhibit B for the Federal provisions that apply to this Professional Services Contract.

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

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

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

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

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

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

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

## **Compliance with Americans with Disabilities Act**

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

### **4.21 IMMIGRATION LAW COMPLIANCE**

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

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

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

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

### **4.22 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 on the lower right side of the page under Forms. <http://www.scottsdaleaz.gov/Purchasing>

#### **4.23 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.

#### **4.24 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.

#### **4.25 OWNERSHIP OF PROJECT DOCUMENTS**

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

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

#### **4.26 COMPLETENESS AND ACCURACY**

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

#### **4.27 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.

#### **4.28 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.

#### **4.29 EVALUATION OF CONSULTANT'S PERFORMANCE**

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

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

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

#### **4.30 ISRAEL BOYCOTT PROHIBITION**

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

#### **4.31 THIRD PARTY BENEFICIARY**

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

#### **4.32 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS**

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

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

#### **4.33 FORCED LABOR OF ETHNIC UYGHURS**

As proscribed by A.R.S. § 35-394 et seq., Contractor warrants and certifies that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with this paragraph, the Contractor shall notify the City within five business days after becoming aware of the noncompliance. Failure of Contractor to provide a written certification that the Contractor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

## **5. INSURANCE**

A current standard Acord Certificate is acceptable.

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

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

### **5.1 INSURANCE REPRESENTATIONS AND REQUIREMENTS**

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

**5.1.2 No Representation of Coverage Adequacy:** By requiring insurance, City of Scottsdale does not represent that coverage and limits will be adequate to protect Consultant. City of Scottsdale reserves the right



to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency will not relieve Consultant from, nor may it be construed or considered a waiver of Consultant's obligation to maintain the required insurance at all times during the performance of this Contract.

- 5.1.3 Coverage Term:** All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.
- 5.1.4 Claims Made:** In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract
- 5.1.5 Policy Deductibles and or Self-Insured Retentions:** The policy requirements may provide coverage which contain deductibles or self-insured retention amounts. These deductibles or self-insured retention must not be applicable with respect to the policy limits provided to City of Scottsdale. Consultant is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Consultant to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 5.1.6 Use of Subcontractors:** If any work under this Contract is subcontracted in any way, Consultant must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Consultant. Consultant is responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

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

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

## 5.2 REQUIRED COVERAGE

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

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

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

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

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

## **6. SEVERABILITY AND AUTHORITY**

### **6.1 SEVERABILITY**

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract

will remain in full force and effect and the term or provision will be considered to be deleted.

## **6.2 AUTHORITY**

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

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

Upon request, the Consultant shall provide the required I.R.S. W-9 Form which is available from the IRS website at [www.irs.gov](http://www.irs.gov) under their forms section.

## **8. SOFTWARE LICENSES**

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

### **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.

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;
  - 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. DONATIONS**

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

DRAFT

The City of Scottsdale by its Mayor and City Clerk has subscribed their names this 21<sup>st</sup> day of November 2022.

**CITY OF SCOTTSDALE**

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

**ATTEST:**

**CONSULTANT:**  
Coffman Associates, Inc.

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

By: \_\_\_\_\_  
Matthew Quick, Principal

**CITY OF SCOTTSDALE REVIEW:**

**CITY CONTRACT ADMINISTRATOR:**

By: \_\_\_\_\_  
Robert Schoepe, CPM  
Purchasing Director

By: \_\_\_\_\_  
Carmen Williams  
Aviation Finance & Administration Manager

By: \_\_\_\_\_  
George Woods  
Risk Management Director

**APPROVED AS TO FORM:**

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



**EXHIBIT A  
PROJECT SCOPE OF SERVICES  
AIRPORT CAPITAL IMPROVEMENT PLAN**

PROJECT YEAR/NAME
<b>FY 2023</b>
Reconstruct Taxiway Connector A4
Kilo Ramp Rehabilitation and Lighting Upgrades – Design & Construct
<b>FY 2024</b>
Reconstruct Greenway Hangar Taxilane and Taxiway A By-pass
Rehabilitate Runway 03-21, Seal Coat, Rubber Removal, Markings
<b>FY 2025</b>
Airport Drainage Master Plan Update
Construct Exit Taxiways B9 and B15 including shoulders, MITL and Guidance Signs – Design & Construct
Construct Exit Taxiways B2 including shoulders, MITL and Guidance Signs
<b>FY 2026</b>
Reconstruct Atlantic Aviation South Apron – Design & Construct
Reconstruct Atlantic Aviation South Apron – Design
Rehabilitate/Geometry Fillet Improvements – Taxiway Connectors A11 and A12 – Design & Construct
<b>FY 2027</b>
Taxiway B Rehabilitation
Reconstruct Atlantic Aviation Main Apron

**EXHIBIT B**  
**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 § 200.333, 2 CFR § 200.33, FAA Order 5100.38)**

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 2 CFR § 200, Appendix II(A))**

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.

SPONSOR will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the contract. SPONSOR reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the SPONSOR elects to terminate the contract. The SPONSOR'S notice will identify a specific date by which the CONSULTANT must correct the breach. SPONSOR may proceed with termination of the contract if the CONSULTANT fails to correct the breach by the deadline indicated in the SPONSOR'S notice.

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 CONSULTANT and subcontractors 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.

#### **4. CIVIL RIGHTS - TITLE VI ASSURANCES. (Reference: 49 USC § 47123 and FAA Order 1400.11)**

##### **Compliance with Nondiscrimination Requirements:**

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 Acts 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). **Nondiscrimination:** 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 Nondiscrimination Acts and Authorities, 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 Nondiscrimination Acts and Authorities 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 1 through 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**

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);
- 4). Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 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).

**5. CLEAN AIR AND WATER POLLUTION CONTROL. (Reference: 2 CFR § 200, Appendix II(G))**

CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The CONSULTANT agrees to report any violation to the SPONSOR immediately upon discovery. The SPONSOR assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONSULTANT must include this requirement in all subcontracts that exceeds \$150,000.

**6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS. (Reference: 2 CFR § 200, Appendix II(E))**

1. Overtime Requirements.

No CONSULTANT or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the SPONSOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

### 4. Subcontractors.

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

## **7. COPELAND “ANTI-KICKBACK” ACT. (Reference: 2 CFR § 200, Appendix II(D) and 29 CFR Parts 3 and 5)**

CONSULTANT must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. CONSULTANT and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The CONSULTANT and each Subcontractor must submit to the SPONSOR, a weekly statement on the wages paid to each employee performing on covered work during the prior week. SPONSOR must report any violations of the Act to the Federal Aviation Administration.

## **8. DAVIS-BACON REQUIREMENTS. (Reference: 2 CFR § 200, Appendix II(D) and 29 CFR Part 5)**

### **DAVIS-BACON REQUIREMENTS**

#### 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer,



to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours

worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly

wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate)

specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

## 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

## 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

## 8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

## 9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## 10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

## **9. DEBARMENT AND SUSPENSION. (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200 and DOT Order 4200.5)**

### **Certification Regarding Debarment**

The CONSULTANT certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **Certification of Lower Tier Contractors Regarding Debarment**

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 successful bidder will accomplish this by:

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

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **10. DISADVANTAGED BUSINESS ENTERPRISE. (Reference: 49 CFR part 26)**

### **Contract Assurance (§ 26.13) –**

The CONSULTANT or subcontractor 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 Department of Transportation-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 SPONSOR deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the CONSULTANT from future bidding as non-responsible.

**Prompt Payment (§26.29)** – The prime CONSULTANT agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from SPONSOR. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily

completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

**11. DISTRACTED DRIVING. (Reference: Executive Order 13513 and DOT Order 3902.10)**

**TEXTING WHEN DRIVING**

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), the Federal Aviation Administration 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 subgrant.

In support of this initiative, the SPONSOR encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**12. ENERGY CONSERVATION REQUIREMENTS. (Reference: 2 CFR § 200, Appendix II(H))**

**ENERGY CONSERVATION REQUIREMENTS**

CONSULTANT and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

**13. EEO Contract Clause EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**14. 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.

Requirement	Federal Agency with Enforcement Responsibilities
-------------	--



Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor-Wage and Hour Division
---	---

**15. 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.
- 3) 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 \$1000,000 for each such failure.

**16. 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.

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

**17. 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.

**18. 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.

**19. 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.

## **20. 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.

### **1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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:

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

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

## **21. 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.

## 22. TAX DELINQUENCY AND FELONY CONVICTIONS

### CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

DRAFT

**EXHIBIT C  
COFFMAN ASSOCIATES, INC.  
FEE SCHEDULE**

<b><u>Employee Category</u></b>	<b><u>Hourly Rate</u></b>
Principal-In-Charge .....	\$307.00
Senior Professional/Project Manager.....	\$281.00
Professional.....	\$166.00
Technical/Support.....	\$126.00

<b><u>Employee Category</u></b>	<b><u>Daily Rate</u></b>
Principal-In-Charge.....	\$2,456.00
Senior Professional/Project Manager.....	\$2,248.00
Professional.....	\$1,328.00
Technical/Support.....	\$1,008.00

DRAFT



## COMMISSION ACTION REPORT

Discussion and Possible Action regarding application for Airpark Aeronautical Business Permit for Visionmakers Intl LLC to conduct Hangar/Shade Leasing Services at the Scottsdale Airport

**Agenda Item No.:** 2

**Meeting Date:** 10/26/22

**Staff Contact:** Carmen Williams,  
Aviation Finance & Administration  
Manager

**Phone:** (480) 312-8475

### ACTION

Ratification of Airpark Aeronautical Business Permit for Visionmakers Intl LLC to conduct hangar/shade leasing services in the Scottsdale Airpark.

### PURPOSE

Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted in the Airpark requires a valid Aeronautical Business Permit. In addition, the Airpark Minimum Operating Standards outlines the process for obtaining such a permit. Visionmakers Intl LLC has requested an Airpark Aeronautical Business Permit to conduct Hangar/Shade Leasing Services in the Scottsdale Airpark.

### APPLICANT(S)

Visionmakers Intl LLC  
Lane Cook, Owner  
1850 N. Higley Road  
Mesa, AZ 85206

### KEY CONSIDERATIONS

Visionmakers Intl LLC has provided the appropriate documentation as required in the Airpark Minimum Operating Standards.

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

Action taken:





# SCOTTSDALE AIRPORT

## AERONAUTICAL BUSINESS PERMIT - AIRPARK



*Permit required to conduct commercial aeronautical activity in the Airpark*

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

- |  |   |
|--|---|
| <input type="checkbox"/> Aircraft Sales Services                           | <input type="checkbox"/> Aircraft Management Services             |
| <input type="checkbox"/> Aircraft Charter Services                         | <input type="checkbox"/> Aircraft Engine Overhaul Services        |
| <input type="checkbox"/> Charter Brokerage Services                        | <input type="checkbox"/> Specialized Commercial Flying Services   |
| <input checked="" type="checkbox"/> Hangar/Shade Leasing Services          | <input type="checkbox"/> Helicopter Maintenance & Repair Services |
| <input type="checkbox"/> Helicopter Flight Training Services               | <input type="checkbox"/> Helicopter Leasing/Rental Services       |
| <input type="checkbox"/> Helicopter Specialized Commercial Flying Services | <input type="checkbox"/> Other (please list service): _____       |

These activities are limited by City ordinance and the Airpark Minimum Operating Standards. Please refer to each document for further information and standards for each type of business.

Applicant / Business Name: Visionmakers Intl LLC

Authorized Representative / Title: Lane Cook

Work Phone: 480-218-1500 Cell Phone: 480-218-1500

Mailing Address: 1850 N Higley Rd City: Mesa

State: AZ Zip Code: 85206 Email: service@VISIONMAKERSINTL.COM

Billing Address: SAME City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Billing Email: \_\_\_\_\_

Billing Phone: SAME

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. 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>

The undersigned representative certifies that he/she is authorized to sign for the business and the information entered above is accurate.

Applicant Signature: *Lane Cook* Date: 09/16/22



**SCOTTSDALE AIRPORT**  
**AERONAUTICAL BUSINESS PERMIT - AIRPARK**



*Staff Use Only*

Applicant / Business Name: Visionmakers Intl. LLC

Application and documentation reviewed by: C. Williams

Aviation Director's Comments/Stipulations: \_\_\_\_\_

\_\_\_\_\_

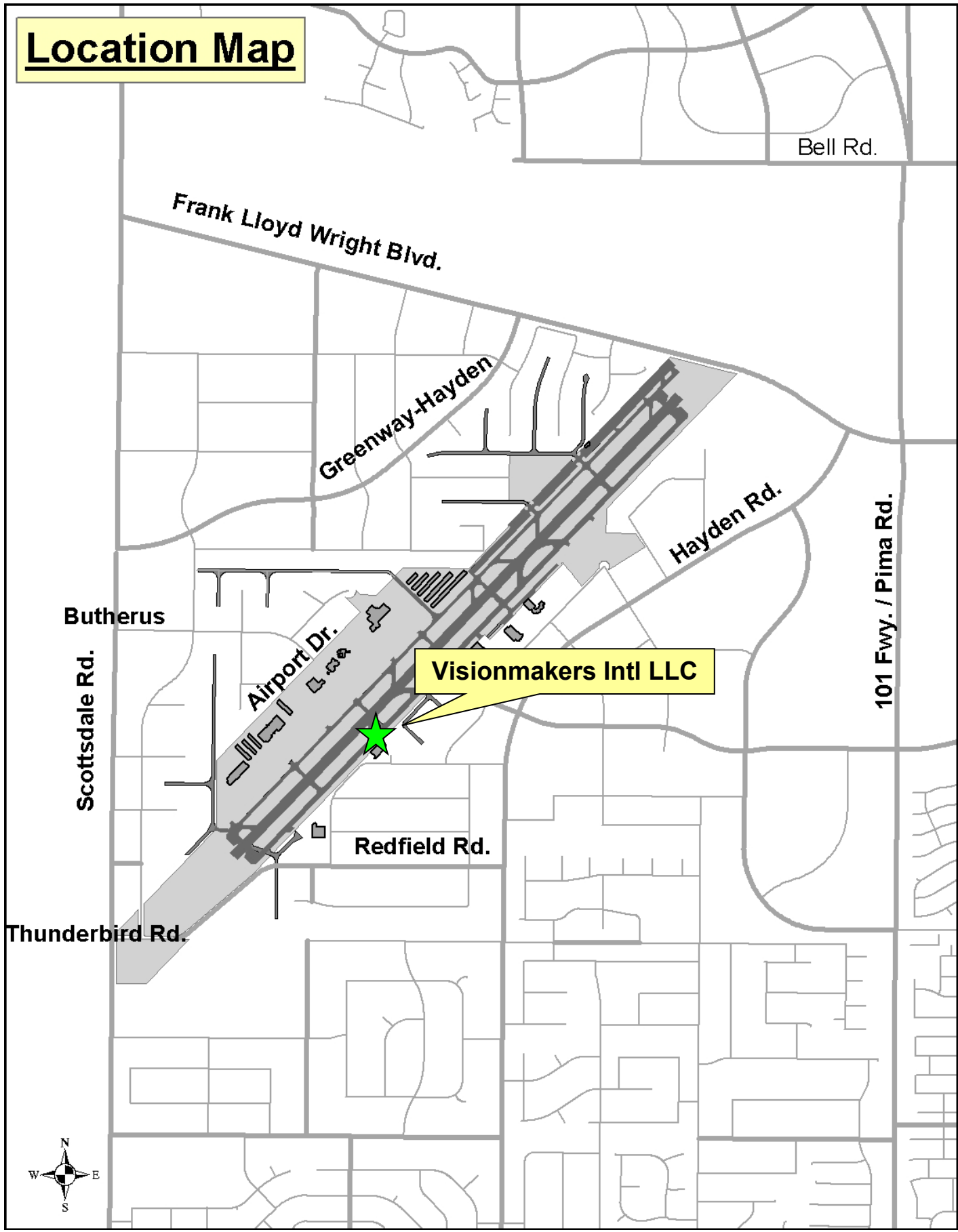
\_\_\_\_\_

Approved by Aviation Director or designee: C. Williams Date: 9/21/2022

Date Ratified by the Airport Advisory Commission: \_\_\_\_\_

ABP Account Number: 2022-09A

# Location Map





## COMMISSION ACTION REPORT

Ratification of Airport Aeronautical Business Permit for Airworthy Avionics LLC to conduct Mobile Aircraft Maintenance and Repair Services

**Agenda Item No.:** 3

**Meeting Date:** 10/26/22

**Staff Contact:** Carmen Williams,  
Aviation Finance & Administration  
Manager

**Phone:** (480) 312-8475

### ACTION

Ratification of Airport Aeronautical Business Permit for Airworthy Avionics LLC to conduct mobile Aircraft Maintenance and Repair Services at the Scottsdale Airport.

### PURPOSE

Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted at the Airport requires a valid Airport Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. Airworthy Avionics LLC has requested an Airport Aeronautical Business Permit to conduct mobile Aircraft Maintenance and Repair Services at the Scottsdale Airport.

### APPLICANT

Airworthy Avionics LLC  
Brandon Rogers  
3237 W. Taro Lane  
Phoenix, AZ 85027

### KEY CONSIDERATIONS

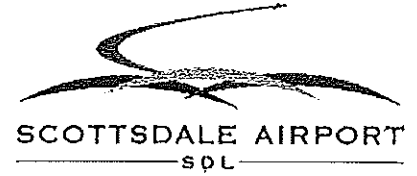
Airworthy Avionics LLC has provided the appropriate documentation as required in the Airport Minimum Operating Standards.

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):
- Hangar/Shade Leasing Services
- Flight Training Services
- Fixed Base Operator
- On-Airport Rental Car Concession
- Other (list service):

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

Applicant (Business Name):

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:

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

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

Applicant Signature:

Brandon Rogers

Date:

8-11-22

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

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

Staff Use Only

Application, permits and insurance reviewed by: C. Williams

Aviation  
Director's  
Comments/  
Stipulations:

Mobile Aircraft Maintenance: work limited to based aircraft, piston under 12,500 lbs. per Minimum Standard Section 7-11.

Approved by Aviation  
Director or designee:

C. Williams

8/24/2022

Date Ratified by the Airport Advisory Commission:

August 2014



## COMMISSION ACTION REPORT

Ratification of Airport Aeronautical Business Permit for Scudo Rentals, LLC to conduct Airport Rental Car Concession Services

**Agenda Item No.:** 4

**Meeting Date:** 10/26/22

**Staff Contact:** Carmen Williams,  
Aviation Finance & Administration  
Manager

**Phone:** (480) 312-8475

### ACTION

Ratification of Airport Aeronautical Business Permit for Scudo Rentals, LLC to conduct Airport Rental Car Concession 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. Scudo Rentals, LLC has requested an Airport Aeronautical Business Permit to conduct Airport Rental Car Concession Services at the Scottsdale Airport.

### APPLICANT

Scudo Rentals, LLC  
Christopher Zak, Owner  
3120 W. Carefree Highway, Ste 1-668  
Phoenix, AZ 85086

### KEY CONSIDERATIONS

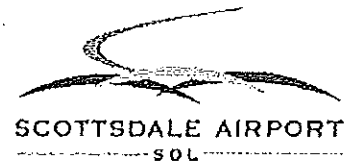
Scudo Rentals, LLC has provided the appropriate documentation as required in the Airport Minimum Operating Standards.

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): \_\_\_\_\_
- Hangar/Shade Leasing Services
- Flight Training Services
- Fixed Base Operator
- On-Airport Rental Car Concession
- Other (list service): \_\_\_\_\_

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

Applicant (Business Name): Scudo Rentals, LLC

Authorized Representative, title: Christopher Zak, Owner Email Address: ClientServices@ScudoRentals.com

Work Phone: 602.635.6235 Cell Phone: 602.377.3237 Fax: \_\_\_\_\_

Mailing Address: 3120 W Carefree Highway Ste 1-668

City: Phoenix State: AZ Zip Code: 85086

Billing Address: 3120 W Carefree Highway Ste 1-668

City: Phoenix State: AZ Zip Code: 85086

Billing Phone: 602.635.6235 Billing Email: ClientServices@ScudoRentals.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

Certificates of Insurance

FAA Certificates

Sublease Agreement

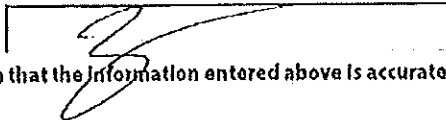
Business/ Privilege Tax License

For Flight Training Schools:

Noise Abatement Pilot Briefing

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

Applicant Signature:



Date:

09/02/2022

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](mailto:cwilliams@scottsdaleaz.gov)  
OR print, sign and return to: 15000 N. Airport Drive, Suite 100, Scottsdale, AZ 85260.

Staff Use Only

Application, permits and insurance reviewed by:

Account 2022-10

Aviation  
Director's  
Comments/  
Stipulations:

Approved by Aviation  
Director or designee:

C. Williams 9/30/2022

Date Ratified by the Airport Advisory Commission:

August 2014



## COMMISSION ACTION REPORT

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

**Agenda Item No.:** 5

**Meeting Date:** 10/26/22

**Staff Contact:** Carmen Williams,  
Aviation Finance & Administration  
Manager

**Phone:** (480) 312-8475

### INFORMATION

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

### PURPOSE

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

### KEY CONSIDERATIONS

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

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

**AIRPORT AERONAUTICAL BUSINESS PERMITS & TENANTS**

OCT 2022

<b>AIRCRAFT CHARTER, SALES &amp; MANAGEMENT</b>					
<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>LOCATION</b>	<b>CONTACT</b>	<b>TELEPHONE</b>	<b>FAX</b>
AMERICAN FLIGHT SUPPORT, LLC	AIRCRAFT CHARTER BROKERAGE	JA	BEN MOKE	888-245-4017	701-540-0234
ASI CHARTER INC. dba PEAK MEDEVAC INTL	AIRCRAFT CHARTER	AASC	EUGENE HAGGAN	720-649-0600	720-649-0800
ATLANTIC AVIATION - CHARTER	AIRCRAFT CHARTER	AASC	RICK WIELEBSKI	480-948-2400	480-948-3874
AVIATION RESOURCE GROUP dba AERODYNE FLIGHT CENTER	AIRCRAFT SALES	AASC	DOUG COX	480-359-7979	
BUSINESS AIRCRAFT MANAGEMENT dba EXECUTIVE AIRCRAFT SERVICES	AIRCRAFT CHARTER/SALES/MANAGEMENT	SFS	GORDON JOHNSON	480-905-8659	480-905-9365
C. WRIGHT AVIATION, LLC	AIRCRAFT SALES/CHARTER BROKERAGE	AASC	CYGNE LASHAE SWAN	480-500-1818	
CIRRUS DESIGN CORP DBA CIRRUS AIRCRAFT	AIRCRAFT MANAGEMENT/SALES	AA	RAVI DHARNIDHARKA	865-724-1959	
FLY DENALI dba ALASKAZONA ADVENTURES	AIRCRAFT CHARTER (SEASONAL)	AA	ERIC ROVEY	623-203-7580	
G.G.R. AVIATION	AIRCRAFT MANAGEMENT	SFS	GUY MILANOVITS	480-614-1166	
GRANDVIEW AVIATION, LLC	AIRCRAFT CHARTER	SFS	DARRELL BONEBRAKE	888-573-9426	
J&S AVIATION	AIRCRAFT MANAGEMENT	MOBILE	SEAN FOWLER	480-241-9437	623-780-8484
JET LINX SCOTTSDALE	AIRCRAFT CHARTER/MANAGEMENT	AASC	JON HULBURD	866-538-5469	888-398-3189
JET FLEET, LLC	AIRCRAFT SALES	SFS	STEVE GAGE	480-286-0029	
JET PROS, LLC	AIRCRAFT CHARTER/BROKERAGE/MANAGEMENT	SFS	MARGARET PIONTEK	480-444-2452	480-575-9920
JOHN HOPKINSON & ASSOCIATES	AIRCRAFT SALES	AA	CHRISTINA HOPKINSON	403-637-2250	
M&N EQUIPMENT, LLC dba M&N AVIATION	AIRCRAFT CHARTER/MANAGEMENT	SFS	TODD SCHIECK	720-356-4830	720-979-0310
MACKIN AVIATION, LLC	AIRCRAFT SALES	AA	BRIAN MACKIN	480-363-0058	
MAINE AVIATION AIRCRAFT CHARTER, LLC dba MAC JET CENTER	AIRCRAFT CHARTER	TAC	ALYSAN CARUSO	207-780-1811	
SAWYER CHARTER SERVICE	AIRCRAFT CHARTER/SALES	AA	CHAD VERDAGLIO	480-922-2723	480-922-5653
SCOTT AIR, LLC dba ISLAND AIR EXPRESS	AIRCRAFT CHARTER	AASC	SCOTT CURRIER	602-274-4370	602-285-9295
SET JET	AIRCRAFT CHARTER/BROKERAGE	TAC	WILLIAM SMITH	480-264-6500	
SOUTHWEST AERO, LLC	AIRCRAFT SALES	AA	BRIAN MACKIN	480-363-0058	

<b>AIRCRAFT RENTAL, LEASING &amp; FLIGHT TRAINING</b>					
<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>LOCATION</b>	<b>CONTACT</b>	<b>TELEPHONE</b>	<b>FAX</b>
AMERICAN FLYERS, INC.	FLIGHT TRAINING	AANC	STEVEN DAUN	954-784-2122	
AVIATION RESOURCE GROUP (AERODYNE)	AIRCRAFT RENTAL/FLIGHT TRAINING	AASC	DOUG COX	480-359-7979	
CIRRUS DESIGN CORP DBA CIRRUS AIRCRAFT	AIRCRAFT RENTAL/FLIGHT TRAINING	AA	RAVI DHARNIDHARKA	865-724-1959	
FLIGHTWORKS INC.	AIRCRAFT RENTAL/LEASING/FLIGHT TRAINING	SFS	RYAN STRAND	602-999-5629	
LEGACY FLIGHT TRAINING	FLIGHT TRAINING	ACC	WILLIAM INGLIS	772-539-0420	
LEOPARD AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	AASC	THOMAS NOON	760-419-2252	
PLUS 5 SPORT AERO	FLIGHT TRAINING	JA	BUD DAVIDSON	602-971-3991	602-971-3896
SAWYER AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	AA	CHAD & MARY VERDAGLIO	480-922-5221	480-922-5653
SCOTTSDALE EXECUTIVE FLIGHT TRAINING	AIRCRAFT RENTAL/FLIGHT TRAINING	SFS	GUY MILANOVITS	480-614-1166	
SDL HOLDINGS - ATP	FLIGHT TRAINING	AASC	JIM KOZIARSKI	904-273-3018	904-273-1511
SIERRA CHARLIE AVIATION	AIRCRAFT RENTAL/FLIGHT TRAINING	SFS	SCOTT CAMPBELL	480-390-2346	
UNIVERSAL HELICOPTERS, INC.	FLIGHT TRAINING/LEASING/PHOTOGRAPHY	JA	GORDON JIROUX	480-951-6283	480-951-6285

VERTICAL WORKS	FLIGHT TRAINING	AANC	CHARLES CHADWICK	732-865-1610	
----------------	-----------------	------	------------------	--------------	--

AIRCRAFT MAINTENANCE & REPAIR					
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
ACROPRO LLC	MOBILE AIRCRAFT MAINTENANCE	MOBILE	PIKE KELLY	805-268-4962	
AIRWORTHY AVIONICS LLC	MOBILE AIRCRAFT MAINTENANCE	MOBILE	BRANDON ROGERS	480-465-1410	
ARIZONA AIRCRAFT INTERIOR DESIGN	SPECIALIZED AIRCRAFT REPAIR	SFS	MICHAEL BRYANT	480-832-1330	480-832-1186
AZ JET SERVICES	AIRCRAFT MAINTENANCE	SFS	DAVE FERNEAU	602-380-5555	
CESSNA AIRCRAFT COMPANY	AIRCRAFT MAINTENANCE	SFS	RANDALL SOUTIERE	480-840-9430	
CIRRUS DESIGN CORP DBA CIRRUS AIRCRAFT	AIRCRAFT MAINTENANCE	AASC	RAVI DHARNIDHARKA	865-724-1959	
CONSTANT AVIATION, LLC	AIRCRAFT MAINTENANCE	AASC	NATHAN ROMNEY	469-323-4081	
DALLAS AIRMOTIVE	AIRCRAFT MAINTENANCE	SFS	DAVID HUTCHISON	214-477-9033	
DIRECTMX AVIATION LLC	AIRCRAFT MAINTENANCE	AASC	VAN NGUYEN	520-409-7860	
DUNCAN AVIONICS	AIRCRAFT MAINTENANCE	SFS	JIM DAVIS	480-922-3575	480-951-9234
G.G.R. AVIATION	MOBILE AIRCRAFT MAINTENANCE	SFS	GUY MILANOVITS	480-614-1166	
JET EAST AVIATION	AIRCRAFT MAINTENANCE	SFS	SHAWN GEORGE	216-212-8056	
KEYSTONE AVIATION, LLC	AIRCRAFT MAINTENANCE	TAC	AARON FISH	888-900-6070	
LEARJET/BOMBARDIER INC.	AIRCRAFT MAINTENANCE	SFS	SEBASTIAN MOORE	520-746-5100	
PDR SERVICES	SPECIALIZED AIRCRAFT REPAIR	SFS	PHILIP CHAPMAN	480-202-2908	
PREMIER AIR CENTER dba WEST STAR AVIATION	AIRCRAFT MAINTENANCE	SFS	RODGER RENAUD	618-258-8020	618-259-0809
SAWYER MX, LLC	AIRCRAFT MAINTENANCE	AASC	CHAD VERDAGLIO	480-922-5221	480-922-5653

AIRCRAFT WASHING & DETAILING					
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
AERO PANACHE	AIRCRAFT WASHING	SFS	TODD PUCKETT	602-531-5505	
APPEARANCE GROUP	AIRCRAFT WASHING	SFS	DONALD HENRY	480-580-1658	
CLASSIC AIR AVIATION	AIRCRAFT WASHING	MOBILE	JON MARPLE	602-574-5376	440-664-3568
JB'S EXECUTIVE DETAILING	AIRCRAFT WASHING	MOBILE	JEFFREY BURROWS	480-808-4229	
TIME FOR SALE	AIRCRAFT WASHING	MOBILE	CAROLYN NELSON	602-295-7181	
WEST COAST WASH STATION	AIRCRAFT WASHING	AANC	MIKE ADAMS	480-443-7320	

AUTO RENTAL COMPANIES					
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
ALAMO/NATIONAL CAR RENTAL	OFF-AIRPORT RENTAL CAR	OFF	MIKE ROLLINS	480-948-4884	480-948-7444
AVIS RENT-A-CAR SYSTEMS	OFF-AIRPORT RENTAL CAR	OFF	PETER SERENA	480-948-4993	602-273-3215
ENTERPRISE RENT-A-CAR	RENTAL CAR	SFS	ERIC BULLIS	480-315-8051	480-315-1938
GO RENTALS	RENTAL CAR	AA	KAVOUS GITIBIN	480-991-0117	949-222-1909
HERTZ RENT-A-CAR	OFF-AIRPORT RENTAL CAR	OFF	STEPHEN BLUM	239-301-7794	
SCUDO RENTALS LLC	OFF-AIRPORT RENTAL CAR	OFF	CHRISTOPHER ZAK	888-635-6235	

FIXED BASE OPERATORS					
BUSINESS NAME	ACTIVITY	LOCATION	CONTACT	TELEPHONE	FAX
ATLANTIC AVIATION	FIXED BASE OPERATOR	AA	RICK WIELEBSKI	480-948-2400	480-948-3874
JET AVIATION OF AMERICA	FIXED BASE OPERATOR	JA	TIMOTHY VALLOWE		
SIGNATURE FLIGHT SUPPORT	FIXED BASE OPERATOR	SFS	GREG GIBSON	480-951-2525	

<b>HANGAR, SHADE &amp; OFFICE LEASING SERVICES</b>					
<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>LOCATION</b>	<b>CONTACT</b>	<b>TELEPHONE</b>	<b>FAX</b>
TAC PRIVATE HANGARS	HANGAR LEASING	TAC	JAMIE THOMPSON	480-865-2605	

<b>IN-FLIGHT CATERING SERVICES</b>					
<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>LOCATION</b>	<b>CONTACT</b>	<b>TELEPHONE</b>	<b>FAX</b>
AIR CULINAIRE WORLDWIDE, LLC	IN-FLIGHT CATERING	MOBILE	CHRIS EVANS	1-800-247-2433	
RALEY'S ARIZONA LLC dba AJ'S FINE FOODS	IN-FLIGHT CATERING	MOBILE	HELEN SINGMASTER	480-802-5484	
EMILY'S EVENTS LLC	IN-FLIGHT CATERING	MOBILE	EMILY GARNER	480-361-1800	
JETFARE CATERING	IN-FLIGHT CATERING	MOBILE	JONATHAN ALLEN	480-771-4161	
ORGANIC CHEF TO GO	IN-FLIGHT CATERING	MOBILE	KRISTEN MADISON	480-454-5264	
SQUARE ONE CONCEPTS, INC.	IN-FLIGHT CATERING	MOBILE	ROLAND WOOD	480-941-0101	
VOLANTI PRIVATE JET CATERING	IN-FLIGHT CATERING	MOBILE	DEE DEE MAZA	480-636-1722	

<b>U.S. GOVERNMENT</b>					
<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>LOCATION</b>	<b>CONTACT</b>	<b>TELEPHONE</b>	<b>FAX</b>
FAA CONTROL TOWER	SDL AIR TRAFFIC CONTROL	TOWER	ASHLEY PEHL	480-609-7585	480-922-4982
U.S. CUSTOMS	U.S. CUSTOMS	OPS	OFF. KENNEDY/ARVIZU	480-312-8483	480-312-8485

**LEGEND:**

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

ACC = Air Commerce Center; 14605 N. Airport Drive, Scottsdale, AZ 85260  
 JA = Jet Aviation; 14650 N. Airport Drive, Scottsdale, AZ 85260  
 AA = Atlantic Aviation (Main); 14600 N. Airport Drive, Scottsdale, AZ 85260  
 AASC = Atlantic Aviation South Complex; 14700 N. Airport Drive, Scottsdale, AZ 85260  
 SFS = Signature Flight Support; 15290 N. 78th Way, Scottsdale, AZ 85260  
 AANC = Atlantic Aviation North Complex; 15115 N. Airport Drive, Scottsdale, AZ 85260  
 TAC = TAC Private Hangars, 15003 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

**AIRPARK AERONAUTICAL BUSINESS PERMITS & TENANTS**

OCT 2022

<b>AIRCRAFT CHARTER, SALES &amp; MANAGEMENT &amp; SPECIALTY SERVICES</b>				
<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>CONTACT</b>	<b>TELEPHONE</b>	<b>FAX</b>
ALANTE AIR CHARTER/WHEELS UP	AIRCRAFT CHARTER/MANAGEMENT	DAN FAHRNI	602-762-7106	605-593-8960
COPPER STATE TURBINE ENGINE CO.	AIRCRAFT ENGINE OVERHAUL SERVICES	JIM NORDSTROM	480-500-6677	480-991-3067
DORATO JETS, LLC dba MEDICAL LOGISTICS MANAGEMENT, INC.	AIRCRAFT CHARTER/MANAGEMENT	BRANDON KEARNS	619-754-6755	
EXECUTIVE JET MANAGEMENT	AIRCRAFT MANAGEMENT	CHRISTINE LEBER	513-979-6709	
FRESH AIRCRAFT SALES, LLC	AIRCRAFT SALES	JOHN CALHOUN	602-717-2336	480-820-2566
LUXURY AERO COLLECTION, LLC	AIRCRAFT SALES	BRIAN MCNANNA	480-771-2389	
PINNACLE AIR GROUP	AIRCRAFT CHARTER/MANAGEMENT/SALES	SCOTT GUETTI	480-998-8989	480-998-7993
SCOTTSDALE HANGAR ONE	AIRCRAFT MANAGEMENT	MATT BEVERAGE	480-624-9000	480-659-6051
BRADLEY MACK AVIATION, INC.	AIRCRAFT MANAGEMENT	MARY RANDOLPH	480-393-0770	480-393-7774

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

<b>HANGAR, SHADE &amp; OFFICE LEASING SERVICES</b>				
<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>CONTACT</b>	<b>TELEPHONE</b>	<b>FAX</b>
7345 ACOMA LLC	HANGAR/SHADE LEASING	WILL COUNTS	480-483-8107	480-483-8172
AIRPARK LAND, LLC	HANGAR/SHADE LEASING	CRAIG JACKSON	480-421-6694	
ASTOR AIRPARK HOLDINGS	HANGAR/SHADE LEASING	REG COOPER	480-483-1999	480-443-7776
AVALON ONE	HANGAR/SHADE LEASING	SAMIR KANUGA	480-718-2412	
BATES FAMILY TRUST	HANGAR/SHADE LEASING		480-443-8287	480-443-8385
BECK LANE HANGARS LLC	HANGAR/SHADE LEASING	RYAN HAMILTON		
BCO	HANGAR/SHADE LEASING	LYNN BABCOCK	480-922-0490	480-922-0839
BUILDING D	HANGAR/SHADE LEASING	SCOTT LYON	480-367-6200	
CENTRAL IMPLEMENT	HANGAR/SHADE LEASING	PERRY CASE	480-998-8989	
CC OFFICE LLC	HANGAR/SHADE LEASING	JOSEPH ODDO	480-998-1444	480-951-1392
CWIE MANAGEMENT RESOURCES	HANGAR/SHADE LEASING	FRANK CADWELL	480-449-7751	480-449-8814
DEVELOPMENT SERVICES OF AMERICA	HANGAR/SHADE LEASING	RICHARD WILSON	480-927-4888	480-927-4889
GRAYSTAR CORPORATION	HANGAR/SHADE LEASING	JOHN MEYER	480-483-1985	480-483-1726

15266070

s1 "Airpark"

GREAT AMERICAN HANGAR	HANGAR/SHADE LEASING	MARK BOSCO	916-391-5000	916-391-5001
HANGAR THREE	HANGAR/SHADE LEASING	JIM KEELEY	480-596-9000	480-948-0502
JJS INVESTMENTS LLC	HANGAR/SHADE LEASING	JOHN J. SHUFELDT	602-399-1514	
JON VESELY REVOCABLE TRUST	HANGAR/SHADE LEASING	JOHN MEYER	480-483-1985	480-483-1726
LARRY COFFEY	HANGAR/SHADE LEASING	LARRY COFFEY	480-607-0140	
LOOKOUT PEAK, LLC	HANGAR/SHADE LEASING	MOSHE BAR	480-483-8107	480-483-8172
PACIFIC MARINE MANAGEMENT	HANGAR/SHADE LEASING	AL CHITTENDEN	360-653-4266	360-659-4216
ROSS AVIATION	HANGAR/SHADE LEASING	RICK WIELEBSKI	480-948-2400	480-443-7227
SCOTTSDALE HANGAR ONE	HANGAR/SHADE LEASING	ANDY SHAFER	480-624-9000	480-659-6051
SKY HARBOR LEASING, LLC	HANGAR/SHADE LEASING	REG COOPER	480-483-1999	
SOUTHWEST JET CENTER	HANGAR/SHADE LEASING	GARY DAICHENDT	949-254-3027	
VISIONMAKERS INTL LLC	HANGAR/SHADE LEASING	LANE COOK	480-218-1500	
WALLACE HOLDINGS	HANGAR/SHADE LEASING	BOB WALLACE	480-998-8861	480-998-0388
WATTS INVESTMENTS, LLC	HANGAR/SHADE LEASING	CHRIS NUTE	602-761-4571	302-275-3346
7689, LLC	HANGAR/SHADE LEASING	JOHN MEYER	480-289-5715	480-751-1559

**LEGEND:**

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



## COMMISSION INFORMATION REPORT

Discussion and Input Regarding Monthly  
Financial Report for August 2022

**Agenda Item No.:** 6

**Meeting Date:** 10/26/22

**Staff Contact:** Carmen Williams,  
Aviation Finance & Administration Manager

**Phone:** (480) 312-8475

### AVIATION OPERATING BUDGET FISCAL YEAR 2022/23

	FY 2022/23		FY 2022/23		FY 2022/23 Year to Date (through August 2022)			
	Adopted Budget		Approved Budget		Approved Budget	Actual	Dollar Variance	% Variance
Revenue	\$8,280,585		\$8,280,585		\$857,938	\$1,427,841	\$569,903	66%
Expenses	\$3,145,716		\$2,897,515		\$553,019	\$631,810	\$78,791	14%
Net	\$5,134,869		\$5,383,070		\$304,919	\$796,031	\$491,112	

### AVIATION FUND CASH BALANCE

	Operating	CIP Funds	Total
As of 8/31/22	\$6,476,663	\$193,006	\$6,669,670
As of 8/31/21	\$5,437,163	-\$7,001,887	-\$1,564,724

### MONTHLY REVENUE AND EXPENDITURE COMPARISON (ACTUALS)

	August 2021	August 2022	Dollar Variance	% Variance
Revenue	-\$60,955	\$195,468	\$256,423	-421%
Expenses	\$219,800	\$282,459	\$62,659	29%
Net	-\$280,755	-\$86,991	\$193,764	

### ACCOUNTS RECEIVABLE AGING REPORT

Aging Report Data as of 9/5/2022

		Current	1-30 Days	31-60 Days	61-90 Days	91-120 Days	>120 Days	Total Amt Due
All Accounts	Total	169,192.66	-21,410.67	3,267.31	-147.47	-17.90	-1,006.01	149,877.92

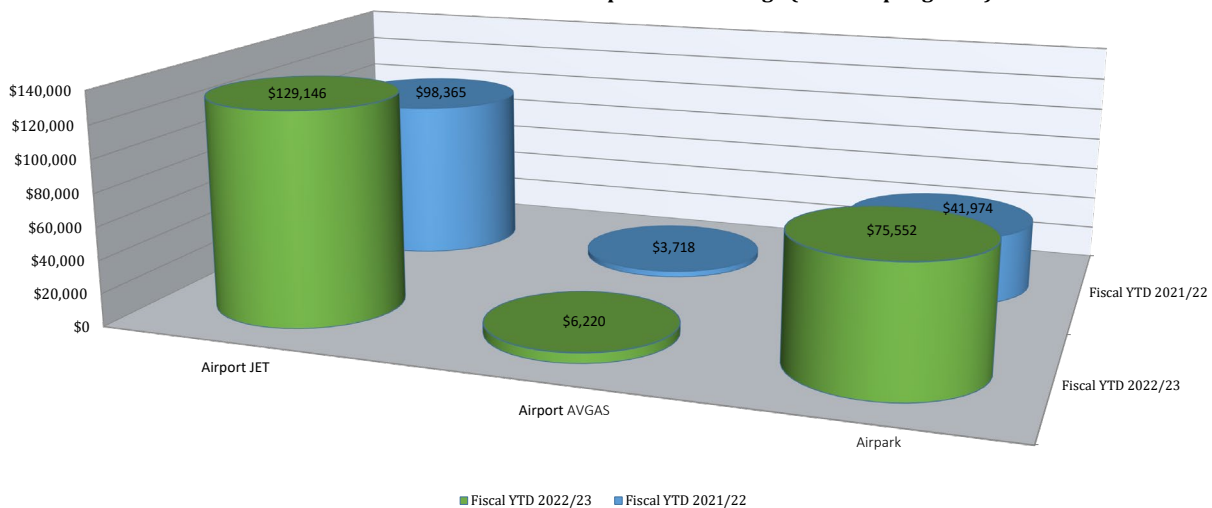
### Fuel Flowage (@ \$0.10 per gallon)

	August 2021			August 2022			% Change From Last Yr	
	Revenue	Gallons	% Total	Revenue	Gallons	% Total		
Airport JET	\$13,199	131,994	58.8%	\$59,509	595,085	60.1%	350.8%	Gal
Airport AVGAS	\$488	4,884	2.2%	\$3,120	31,196	3.1%	538.8%	Gal
Airpark	\$8,773	87,727	39.1%	\$36,440	364,399	36.8%	315.4%	Gal
	<b>\$22,460</b>	<b>224,605</b>	<b>100.0%</b>	<b>\$99,068</b>	<b>990,680</b>	<b>100.0%</b>	<b>341.1%</b>	Gal

	Fiscal YTD 2021/22			Fiscal YTD 2022/23			% Change From Last Yr	
	Revenue	Gallons	% Total	Revenue	Gallons	% Total		
Airport JET	\$98,365	983,653	68.3%	\$129,146	1,291,461	61.2%	31.3%	Gal
Airport AVGAS	\$3,718	37,176	2.6%	\$6,220	62,198	2.9%	67.3%	Gal
Airpark	\$41,974	419,744	29.1%	\$75,552	755,521	35.8%	80.0%	Gal
	<b>\$144,057</b>	<b>1,440,572</b>	<b>100.0%</b>	<b>\$210,918</b>	<b>2,109,179</b>	<b>100.0%</b>	<b>46.4%</b>	Gal

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





Valley Fiscal Year 21/22 Fuel Flowage report

Airport	Airport Code	Gallons	Current Fuel Flowage Fee (cents per gallon)
Phoenix Mesa Gateway Airport	AZA	19,661,819	\$0.12/\$0.05 Airlines
Scottsdale Airport	SDL	16,708,587	\$0.10
Phoenix Deer Valley Airport	DVT	2,412,926	\$0.12
Mesa Falcon Field	FFZ	2,013,481	\$0.11 AvGas/\$0.13 Jet A
Phoenix Goodyear Airport	GYR	1,760,450	\$0.12
Pinal Airpark	MZI	1,253,589	\$0.10
Chandler Municipal Airport	CHD	820,829	\$0.10
Glendale Municipal Airport	GEU	482,150	\$0.09



## COMMISSION INFORMATION REPORT

Discussion and input regarding Operations Report for September 2022

**Agenda Item No.:** 7

**Meeting Date:** 10/26/22

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

**Phone:** (480) 312-2674

### INFORMATION

Airport Monthly Operations Update for September 2022.

### PURPOSE

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

#### BASED AIRCRAFT

	<u>Helicopter</u>	<u>Single Piston</u>	<u>Single turboprop</u>	<u>Twin Piston</u>	<u>Twin Turboprop</u>	<u>Jet</u>	<u>Total</u>
Current Month	38	128	25	8	13	182	394
September 2021	22	192	28	16	14	183	455

#### OPERATIONS

	<u>September 2021</u>	<u>September 2022</u>	<u>% Δ</u>	<u>2021 YTD</u>	<u>2022 YTD</u>	<u>% Δ</u>
Total	14,339	13,240	-7.7	119,935	127,428	6.2
IFR	4,582	4,350	-5.1	42,434	50,048	17.9

#### ALERTS

<u>Date</u>	<u>Type</u>	<u>Description</u>
		NONE

#### INCIDENTS

<u>Date</u>	<u>Description</u>
9/07/22	Small fuel spill leak, Atlantic Aviation ramp
9/08/22	Cessna 172, left brake failure at run-up area
9/10/22	Small fuel spill, Atlantic Aviation ramp
9/11/22	Small fuel spill, Atlantic Aviation ramp
9/12/22	Cessna 172, stalled engine after landing
9/13/22	Small fuel spill, Atlantic Aviation ramp
9/18/22	Fuel leak, Signature West ramp
9/23/22	Small oil spill, Jet Aviation ramp
9/25/22	Piper PA-28, runway excursion

**Commission Information Report**  
 Airport Monthly Operations Update for September 2022

**Agenda Item No.: 7**

**ENFORCEMENT ACTIONS**

<u>Date</u>	<u>Violation</u>	<u>Enforcement Method Used</u>	<u>Comments</u>
9/07/22	Parking violation	N.O.V.	1 <sup>st</sup> Violation
9/09/22	Failure to submit visiting aircraft notice	N.O.V.	2 <sup>nd</sup> Violation
9/13/22	Failure to submit visiting aircraft notice (2)	N.O.V.	2 <sup>nd</sup> Violation
9/13/22	Aircraft fueling violation	Verbal	1 <sup>st</sup> Violation
9/17/22	Parking Violation	N.O.V.	1 <sup>st</sup> Violation
9/18/22	Aircraft parked in transient area for more than 14 days	Verbal	1 <sup>st</sup> Violation
9/20/22	Parking violation	N.O.V.	1 <sup>st</sup> Violation
9/22/22	Aircraft with flat tires	Verbal	1 <sup>st</sup> Violation
9/23/22	Unauthorized use of airport access device	N.O.V.	1 <sup>st</sup> Violation
9/23/22	Aiding & abetting unauthorized use of airport access device	N.O.V.	1 <sup>st</sup> Violation
9/24/22	Unauthorized use of airport access device	N.O.V.	1 <sup>st</sup> Violation
9/25/22	Aircraft parked in transient area for more than 14 days	Verbal	1 <sup>st</sup> Violation
9/25/22	Parking violation	N.O.V.	1 <sup>st</sup> Violation
9/30/22	Parking violation	N.O.V.	1 <sup>st</sup> Violation
9/30/22	Speeding	Verbal	1 <sup>st</sup> Violation

**U.S. CUSTOMS**

<u>*Revenue (Month)</u>	<u>Total Uses Month</u>	<u>U.S. Visit Uses (flights/current month)</u>	<u>Comments</u>
\$49,150	88	22	<b>U.S. Visit Summary</b> 68 Mexican, 3 Costa Rican, 2 British, 1 Slovenian, 1 French, 2 Spanish

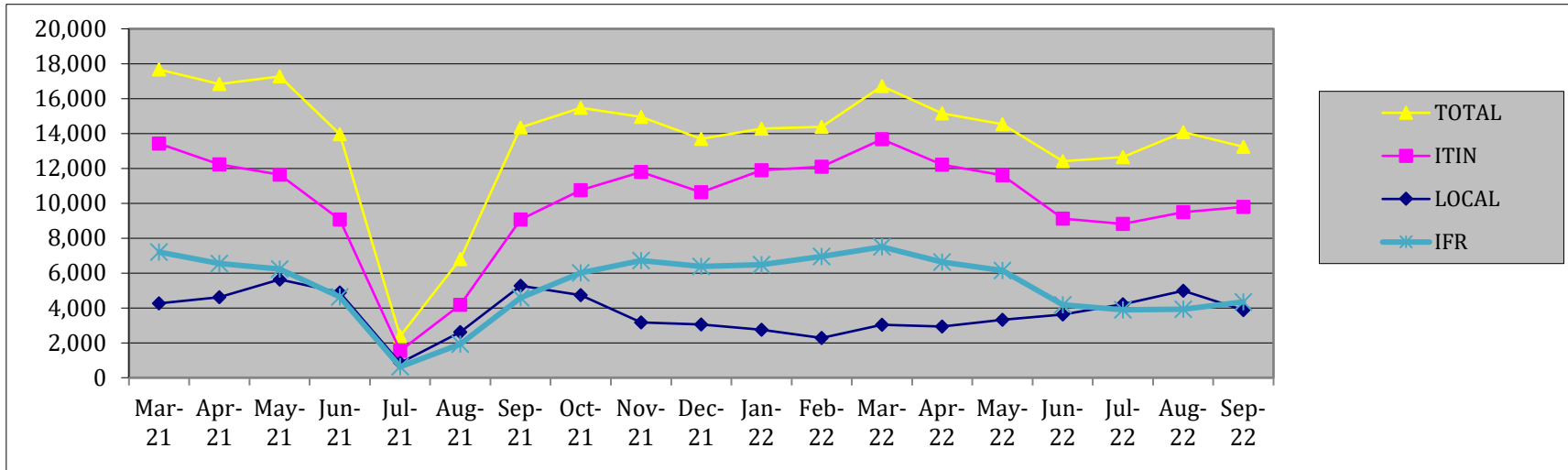
<u>*Revenue (FYTD)</u>	<u>Total Uses Month</u>	<u>Total Uses (FYTD)</u>
2022/2023 \$148,225	SEPTEMBER 2022 88	2022/2023 272
2021/2022 \$88,250	SEPTEMBER 2021 41	2021/2022 159

\*Revenue = User Fees and Overtime Fees Charged to Users  
 75,000 lbs. + PPR = 86 (calendar year 2022)

# SCOTTSDALE AIRPORT OPERATIONS 2021-2022



	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
ITIN	13,416	12,234	11,636	9,071	1,540	4,176	9,069	10,743	11,796	10,630	11,886	12,101	13,667	12,217	11,607	9,118	8,809	9,490	9,785
LOCAL	4,253	4,607	5,631	4,886	843	2,621	5,270	4,730	3,163	3,054	2,741	2,286	3,041	2,927	3,321	3,617	4,204	4,988	3,870
IFR	7,202	6,540	6,226	4,639	626	1,923	4,582	6,009	6,718	6,385	6,484	6,951	7,498	6,628	6,139	4,177	3,896	3,925	4,350
TOTAL	17,669	16,841	17,267	13,957	2,383	6,797	14,339	15,473	14,959	13,684	14,277	14,387	16,708	15,144	14,527	12,414	12,646	14,085	13,240



\*\* Note - Runway 03/21 was closed for rehabilitation from July 6th to August 14th 2021



**COMMISSION INFORMATION REPORT**

Discussion and input regarding the Monthly Airport Construction Report for October 2022

**Agenda Item No.:** 8

**Meeting Date:** 10/26/22

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

**Phone:** (480) 312-2674

**INFORMATION**

Airport Construction Update for October 2022

**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.

**CURRENT PROJECTS**

**Taxiway A North Runup Area Project- (\$4,544,080.00)  
October 2022 to January 2023**

<u>% Complete</u>	<u>Completed Work - October</u>	<u>Anticipated Work - October/November</u>	<u>Operational Impacts</u>
2%	Project Started, October 10	Demolition, subgrade preparation, drainage	Taxiway A closed from north of A12 to A16





**FUTURE PROJECTS**

**Airport Perimeter Road Reconstruction Project**

<u>Description</u>	<u>Approximate Cost</u>	<u>Status</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Remove and replace airport perimeter road pavement and install new markings.	\$810,000	Bidding Phase	Late February, 2023	April, 2023

**Airport Drive Rehabilitation Project**

<u>Description</u>	<u>Approximate Cost</u>	<u>Status</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>
Remove and replace various depths of pavement and install new markings.	\$950,000	Bidding Phase	Late February, 2023	March, 2023



## COMMISSION INFORMATION REPORT

Discussion and input regarding Quarterly Noise Complaint Summary

**Agenda Item No.:** 9

**Meeting Date:** 10/26/22

**Staff Contact:** Sarah Ferrara,  
Aviation Planning & Outreach  
Coordinator

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

### INFORMATION

Aviation staff will update the Airport Advisory Commission regarding aircraft noise complaints received during the third quarter of 2022.

### PURPOSE

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

### KEY CONSIDERATIONS

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

### STAFF RESPONSE

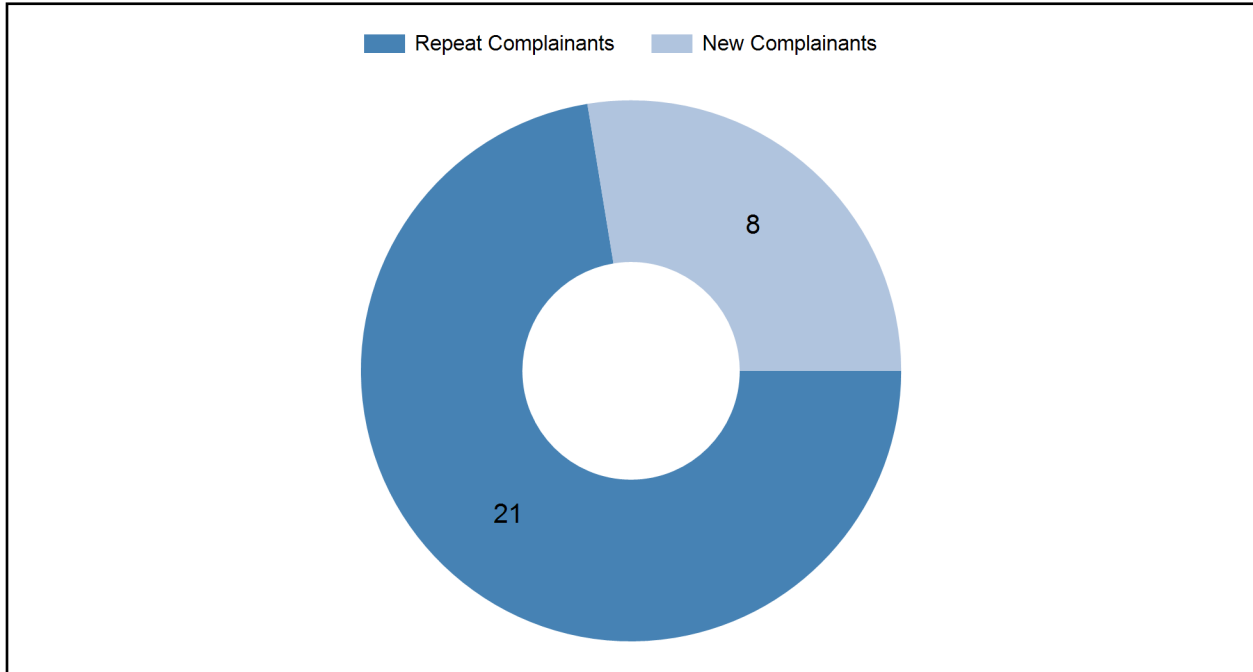
The following are callback or email responses by staff, which are responded to outside of the noise complaint system:

Callbacks: 15	Emails: 2	Total: 17
---------------	-----------	-----------

Attachment(s): 1. Noise Complaint Summary for July 1 – Sept. 30, 2022



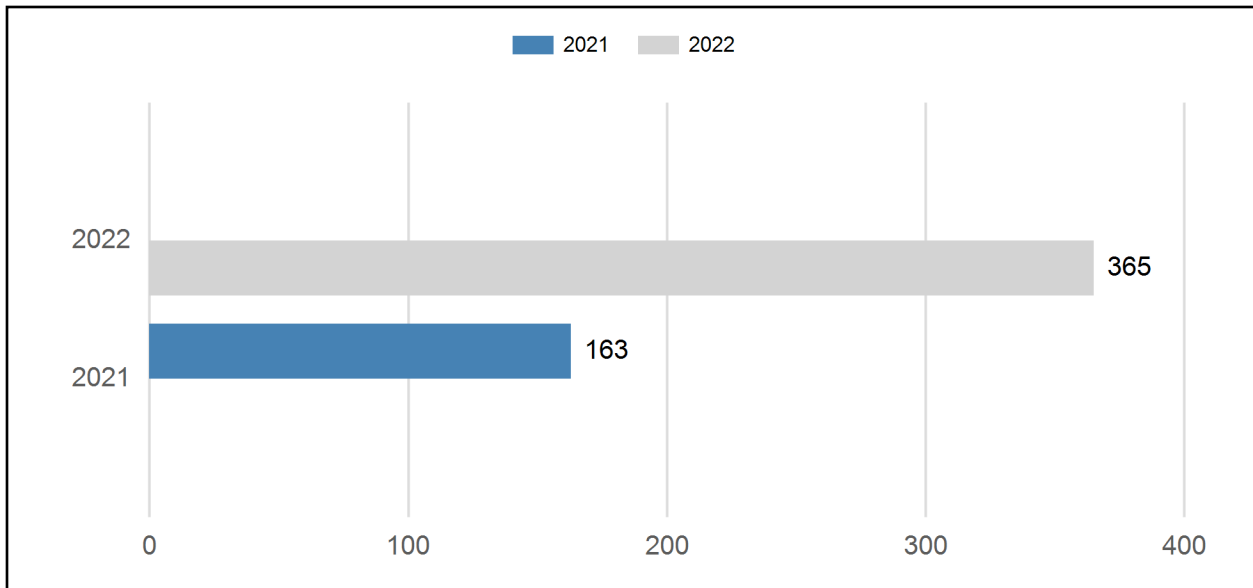
## Total Complainant Summary



Year-Quarter	Complainants (Repeat)	Complainants (New)	Total	Percent New
2022 - Qtr 3	21	8	29	28%

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

## 3rd Quarter Complaint Comparison



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



## Monthly Noise Complaint History

Through September 30, 2022

The following table lists monthly data on the number of complaints and complainants recorded within the “local” or Airport Influence Area (see grid on page two of this report).

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Total
2000 Complainants	24	32	39	25	11	16	6	13	14	79	23	14	296
2000 Complaints	35	62	60	32	15	30	6	25	25	97	35	21	443
2001 Complainants	36	35	35	24	15	6	17	14	12	18	50	21	283
2001 Complaints	42	48	56	32	36	12	29	17	19	30	70	24	415
2002 Complainants	16	25	29	51	26	36	46	48	41	72	64	60	514
2002 Complaints	22	44	58	113	89	137	110	477	955	569	393	242	3,209
2003 Complainants	104	57	49	31	47	19	46	25	73	64	97	46	658
2003 Complaints	417	310	319	179	170	132	216	226	378	338	408	231	3,324
2004 Complainants	66	76	89	58	28	32	33	32	26	52	69	31	592
2004 Complaints	810	1,105	953	1,145	515	384	477	670	622	1,142	1,423	821	10,067
2005 Complainants	33	59	44	26	25	14	42	19	17	46	33	14	372
2005 Complaints	1,083	1,016	853	709	721	664	1,232	1,270	1,269	2,437	2,195	2,140	15,589
2006 Complainants	18	18	42	29	19	23	19	20	24	33	30	22	297
2006 Complaints	3,101	2,932	2,117	840	478	353	333	474	502	619	551	470	12,770
2007 Complainants	19	26	23	39	15	9	11	21	16	28	89	24	320
2007 Complaints	537	535	405	534	457	169	502	533	599	602	556	541	5,970
2008 Complainants	23	70	70	14	20	8	7	8	8	18	23	16	285
2008 Complaints	476	609	452	31	26	16	11	29	15	55	54	34	1,808
2009 Complainants	11	14	25	10	7	10	13	12	14	29	20	13	178
2009 Complaints	85	72	39	15	23	28	117	38	53	158	85	45	758
2010 Complainants	13	22	19	25	15	7	6	7	10	18	24	22	188
2010 Complaints	63	136	191	125	57	27	19	35	35	77	94	145	1,004
2011 Complainants	16	16	15	15	9	7	12	9	11	16	39	10	175
2011 Complaints	141	190	140	34	24	32	55	53	79	87	77	36	948
2012 Complainants	10	14	14	13	9	20	4	7	7	17	27	17	159
2012 Complaints	65	63	39	35	24	26	7	13	31	62	63	40	468
2013 Complainants	34	21	21	15	8	13	9	10	17	10	34	18	210
2013 Complaints	80	78	67	63	100	127	100	148	164	168	186	147	1,428
2014 Complainants	16	45	23	13	14	11	12	14	6	26	37	23	240
2014 Complaints	173	247	171	144	114	110	123	86	99	165	219	127	1,778
2015 Complainants	37	69	78	35	33	21	19	21	21	33	39	15	421
2015 Complaints	262	239	287	162	199	130	124	117	171	351	306	150	2,498
2016 Complainants	35	40	25	30	22	18	18	28	21	45	55	48	385
2016 Complaints	272	255	275	327	288	165	139	780	467	723	2,139	657	6,487
2017 Complainants	64	77	37	49	34	18	26	18	21	34	43	22	443
2017 Complaints	869	989	1,150	780	543	303	300	312	297	587	766	315	7,211
2018 Complainants	31	32	43	37	33	25	22	26	24	55	50	62	440
2018 Complaints	589	550	746	622	387	189	178	209	134	292	227	30	4,425
2019 Complainants	61	37	34	76	36	27	19	23	37	25	46	41	462
2019 Complaints	262	160	190	743	223	103	83	84	168	132	179	92	1,919
2020 Complainants	39	55	48	39	42	21	39	20	24	25	36	21	409
2020 Complaints	101	130	191	121	98	96	120	66	54	73	82	62	1,194
2021 Complainants	24	27	29	41	27	27	7	14	20	38	40	46	340
2021 Complaints	45	70	106	91	257	89	12	37	114	229	391	346	1,787
2022 Complainants	24	25	34	24	15	11	16	15	16	0	0	0	180
2022 Complaints	115	71	135	225	113	51	85	152	128	0	0	0	1,075



**COMMISSION INFORMATION REPORT**

Discussion and Input Regarding  
Public Outreach Programs and Planning Projects

**Agenda Item No:** 10

**Meeting Date:** 10/26/22

**Staff Contact:** Sarah Ferrara,  
Aviation Planning & Outreach  
Coordinator

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

**INFORMATION**

Monthly update of the marketing, community, planning and pilot outreach programs at Scottsdale Airport.

**PURPOSE**

The purpose of this item is to keep the Airport Advisory Commission informed of the airport’s marketing, outreach and planning projects efforts.

Noise Program Outreach		
Description	Purpose	Status
Next Gen/Phoenix Metroplex	US Court of Appeals dismissed City of Scottsdale’s legal brief; the City Manager and Aviation Director met with the FAA Regional Administrator and discussed the Metroplex Process and wanted to make sure they include Scottsdale as soon as possible.	In progress
Noise Outreach	Will conduct noise outreach as necessary.	Completed
Pilot Outreach		
Description	Purpose	Status
Pilot Briefing & Outreach	Pilot Forums and briefings are held as necessary.	Completed
Voluntary Curfew Outreach (10:00 p.m. - 6:00 a.m.)	The Voluntary Curfew Program is designed to respond to a complaint received for an operation between 10 p.m. and 6 a.m. If a flight can be confirmed, a letter is sent out to the operator to ask them for their cooperation in flying outside these hours when possible. There were two Voluntary Curfew letters sent out in September.	Completed

<b>Planning Projects</b>		
<b>Description</b>	<b>Purpose</b>	<b>Status</b>
<b>Monitor property development through the Planning Department</b>	Working with the Planning Department to protect the airspace and development uses near Scottsdale Airport. The Planning and Zoning reports listed one project within the Airport Influence Area.	<b>Completed</b>
<b>Community Outreach and Marketing</b>		
<b>Description</b>	<b>Purpose</b>	<b>Status</b>
<b>Media, social media, &amp; list serves</b>	A list serve was sent on start of Aircraft Run Up project and ATCT operating procedures, and a list serve was sent to promote airport's participation in NBAA-BACE. Phoenix Business Journal inquired about airport's Super Bowl preparations.	<b>Completed</b>
<b>Brochures, flyers, other print materials, webpages &amp; videos</b>	Airport exhibited at the 2022 NBAA- BACE held in Orlando, FL. Airport brochure has been updated and printed.	<b>Completed</b>
<b>Community outreach, presentations and events</b>	Aviation staff hosted a tour for 47 Scottsdale Leadership class members.	<b>In process</b>



## **COMMISSION INFORMATION REPORT**

National Business Aviation Association (NBAA) Convention and  
Exhibition Update

**Agenda Item No.:** 11

**Meeting Date:** 10/26/22

**Staff Contact:** Sarah Ferrara,  
Aviation Planning & Outreach  
Coordinator

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

### **INFORMATION**

Aviation staff will provide a presentation on the airport's participation in the 2022 NBAA Business Aviation Convention and Exhibition in Orlando, Florida.



## 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:** 10/26/22

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

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

### INFORMATION

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

Attachment(s):

1. Airport Advisory Commission Items to City Council.
2. Aviation-related items to Planning Commission, Design Review Board, or City Council.
3. City Council Meeting Calendar.

**AIRPORT ADVISORY COMMISSION AVIATION ITEMS TO CITY COUNCIL  
2022**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	CITY COUNCIL DATE	APPROVED
01/19/21	Approved 4-0	Discussion and Possible Action to Recommend Adoption of Resolution No. 12359, Authorizing Lease Agreement 2022-007-COS with 21 Luna, LLC for the lease of General Aviation Box Hangar Space at the Scottsdale Airport. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, <a href="mailto:cawilliams@scottsdaleaz.gov">cawilliams@scottsdaleaz.gov</a>	CC – 02/22/22	Approved on consent
03/16/22	Approved 4-0	Discussion and Possible Action to Recommend to City Council Adoption of Resolution No. 12425 authorizing the acceptance of an airport improvement grant from the Arizona Department of Transportation, Aeronautics Group in the amount of \$728,090 and; Authorizing a FY 2021/22 Aviation Future Grant Contingency Budget Appropriation transfer totaling \$728,090 to a newly created capital improvement project to be titled “Perimeter Service Road Rehabilitation” for the design and construction of airport perimeter road improvements. Staff contact: Chris Read, Assistant Aviation Director – Operations, 480-312-2674, <a href="mailto:cread@scottsdaleaz.gov">cread@scottsdaleaz.gov</a>	CC- 04/05/22	Approved on consent
05/18/22	Approved 7-0	Discussion and Possible Action to Recommend to City Council Adoption of Resolution No. 12487 authorizing contract No. 22PB019 in the amount of \$4,544,080 with J. Banicki Construction, Inc. to construct Taxiway “A” North and Run-up Area Improvements at Scottsdale Airport. Staff contact: Chris Read, Assistant Aviation Director – Operations, 480-312-2674, <a href="mailto:cread@scottsdaleaz.gov">cread@scottsdaleaz.gov</a>	CC- 06/21/22	Approved on consent
10/26/22	?	Discussion and possible action to adopt Resolution No. 12635 authorizing contract No. 2022-176-COS with Coffman Associates, Inc. to provide planning services at Scottsdale Airport, not to exceed \$1,000,000 for the initial three-year term. Staff contact: Carmen Williams, Aviation Finance & Administration Manager, 480-312-8475, <a href="mailto:cawilliams@scottsdaleaz.gov">cawilliams@scottsdaleaz.gov</a>	CC – 11/21/22	?



**AVIATION-RELATED ITEMS TO PLANNING COMMISSION, DESIGN REVIEW BOARD OR CITY COUNCIL  
(Projects that may be on airport, have taxi lane access, have height implications, or have sensitive noise uses)  
2022**

AIRPORT COMMISSION DATE	APPROVED	ITEM DESCRIPTION	PLANNING, DRB, OR CITY COUNCIL	APPROVED
N/A	N/A	<p><b>Falcon’s Nest Hangar</b> Request by owner for approval of a site plan, landscape plan, and building elevations for an approximately 26,000 square foot hangar and office building, with Industrial Park (I-1) zoning, and airport access, located at 15650 N. 83rd Way. 13-DR-2021</p>	DR 04-07-22	Approved on Consent
N/A	N/A	<p><b>New Corporate Hangar for Set Jet</b> Request for approval of a site plan, landscape plan and building elevations for an approximately 16,000 square foot hangar and office building with I-1 (Industrial Park) zoning. 31-DR-2021</p>	DR 07-07-22	Approved on consent
N/A	N/A	<p><b>SDL Jet Center Hangar 2</b> Request approval of the site plan and building elevations for a new aircraft hangar building with approximately 18,000 square feet of building area, all on a 7.8-acre site. 48-DR-2021</p>	Transferred to staff approval	Approved
N/A	N/A	<p><b>Project Cactus</b> Construction of a 29,400SF maintenance hangar with 4,200SF support space and 9,500SF terminal for transient and based aircraft to support Jet Aviation’s business at Scottsdale Airport. Work includes demolition of existing buildings and site features, and creation of access drives, onsite parking and landscaping, and improvement to the ramp as well as modification/addition of a connector to the airfield. 52-DR-2021</p>	DR	Approved 7-0

06-15-22	Approved 7-0 with stips	<p><b>Optima McDowell Mountain Village</b></p> <p>Request by owner to amend zoning case #20-ZN-2002 including an amendment to the One Scottsdale Development Plan, a Zoning District Map Amendment from General Commercial, Planned Community Development (C-4 PCD) to Planning Community Development (PCD) with comparable Planned Airpark Core Development (PCP) zoning including a development plan to allow residential units with amended development standards (Floor Area Ratio, Building Height, Stepback Plane, and Special Conditions-Building material), for a mixed-use development with a building height of 147 feet, on a +/- 21.88-acre site located at 18777 N. Scottsdale Road. 20-ZN-2002</p>	<p>PC 10-26-2022</p> <p>CC 11-21-2022</p>	<p>?</p> <p>?</p>
N/A	N/A	<p><b>Seventh Day Adventists Warehouse Building</b></p> <p>Request by applicant for approval of a site plan, building elevations and landscape plan for a new one-story warehouse building comprised of approximately 243,360 square feet of building area, may have aircraft storage, on a +/- 18-acre portion of property located at 7501, 7509, and 7511 E. Redfield Rd. with Planned Airpark Core Development, Aviation (PCP AV) and Planned Airpark Core Development Employment (PCP EMP) zoning.</p>	?	?

# 2022 City Council Meeting Calendar

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

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

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

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

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

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

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

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

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

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

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

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

**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/Retreat

- Jan: 12 - MLK Dinner  
18 - State of the City Address
- Mar: 5-9 - NLC Congressional City Conference
- May: 17 - Tentative Budget Adoption
- June: 7 - Final Budget Adoption  
21 - Property Tax Adoption  
28 - Charter Officer Reviews

Revised: 11/18/21

- Aug: 2 - Primary Election  
30-31 - AZ League Conference (Glendale)
- Sep: 1-2 - AZ League Conference (Glendale)
- Nov: 8 - General Election  
16-19 - NLC City Summit
- Dec: 6-7 - Major General Plan Amendments and Reg Council Mtgs  
8 - Optional Meeting Date for Regular and GP items, if needed



## COMMISSION ACTION REPORT

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

**Agenda Item No.:** 13

**Meeting Date:** 10/26/22

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

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

### ACTION

Review Airport Advisory Commission meeting schedule.

### PURPOSE

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

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

Action taken:

**AIRPORT ADVISORY COMMISSION SCHEDULE OF MEETINGS - 2022**  
 (Including anticipated topics and timeline for discussion)

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

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

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

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

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

- Quarterly Noise Program Update

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

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

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

- Quarterly Noise Program Update

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

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

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

- Quarterly Noise Program Update

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

- Scottsdale Chamber Update

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

- Annual AZBAA Update

**AIRPORT ADVISORY COMMISSION SCHEDULE OF MEETINGS - 2023**  
 (Including anticipated topics and timeline for discussion)

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

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

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

- Experience Scottsdale Update

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

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

- Quarterly Noise Program Update

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

- Chamber Update

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

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

- Quarterly Noise Program Update

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

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

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

- Quarterly Noise Program Update
- Annual AZBAA Update

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

- Risk Management Update

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