

WHEN RECORDED, RETURN TO:

City of Glendale
City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301

**CITY CLERK
ORIGINAL**

**C-11377
11/22/2016**



**GLENDALE MUNICIPAL AIRPORT
SPECIALIZED AVIATION SERVICE OPERATOR AGREEMENT**

This Specialized Aviation Service Operator Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and _____, a/an _____ ("SASO") as of the 22 day of November, 20 16 ("Effective Date").

RECITALS

City controls, operates and owns the Glendale Municipal Airport ("Airport"), located at 6801 North Glen Harbor Blvd., Glendale, AZ 85307, for the benefit of the public; and

SASO desires to operate and provide a Commercial Aeronautical Activity ("CAA") defined below; and

City, acting through its officers, is willing to allow such Commercial Aeronautical Activity at the Airport under the terms and conditions herein specified; and

City and SASO desire to memorialize their Agreement with this document.

In consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

AGREEMENT

1. Commercial Aeronautical Activity Privileges;

- 1.1 City hereby grants to SASO the right to conduct the following Commercial Aeronautical Activity as defined in Minimum Operating Standards (and no other CAA), at the Airport: _____.
- 1.2 SASO shall provide to City the make, model, and identification number of any aircraft owned or controlled by SASO, or that are subject to an authorized sublease, that are based at the Airport. All services provided by SASO in connection with this Agreement are subject to City's prior written authorization.
- 1.3 In the event that SASO uses the property for any unauthorized purpose or performs any commercial activity on the Airport which is not permitted by this Agreement or otherwise violates any of the terms of this Agreement, any Airport Rule and Regulation or Minimum Operating Standard, then this Agreement may be suspended or terminated. The Airport Manager may impose a temporary suspension of SASO's right to operate under the terms of this Agreement for no more than twenty (20) days. A suspension of twenty (20) days or less may be appealed to the City of Glendale Public Works Deputy Director of Transportation Services within ten (10) days of receiving written notice of suspension. In the event of such a timely appeal, the decision of the Executive Director shall be final.

- 1.4 All rights granted to SASO under this Agreement are non-exclusive. City may, in its sole discretion and at any time, permit third parties to conduct any business activities at the Airport, which City deems appropriate, or conduct such activities itself provided that such activities do not unreasonably interfere with SASO's authorized activities under this Agreement.
- 1.5 SASO agrees to comply with all Airport rules and regulations, including but not limited to, the Airport's Rules and Regulations, Minimum Operating Standards, FAA rules and regulations, Federal Airport Grant Assurance Obligations and Federal, State or local law as each is currently written and as each may be amended from time to time. SASO agrees that any violation of said Rules and Regulations, Minimum Operation Standards, the Airport's Federal Airport Grant Assurance Obligations and Federal, State or local law, as written and as may be amended from time to time, may be treated as a breach of contract.
- 1.6 SASO's use, occupancy, and operations at the Airport shall be without cost or expense to City. SASO shall be solely responsible to operate CAA at SASO's sole cost and expense.

2. Term; Termination.

- 2.1 This Agreement shall remain in effect for ~~5~~ year(s) (not generally to exceed five (5) years; City, at its sole discretion, may grant longer terms based upon the actual capital investment in the property by SASO) from the Effective Date, unless sooner terminated pursuant to the provisions contained herein.
- 2.2 SASO may terminate this Agreement at any time upon thirty (30) days written notice to City. City may terminate this Agreement upon thirty (30) days written notice to SASO in the event of a material breach of the terms of this Agreement, if SASO fails to cure its default within said thirty (30) period; and the City may terminate this Agreement immediately upon oral or written notice to SASO, if SASO fails to maintain all insurance required by this Agreement at all times.
- 2.3 At the expiration of this Agreement, City and SASO may enter into a new Agreement if mutually satisfactory terms are negotiated.
- 2.4 Failure by the City to take any authorized action upon default by SASO of any of its obligations hereunder does not constitute a waiver of default nor of any subsequent default by SASO. SASO and City agree that acceptance of fees by the City under this Agreement for any period after default by SASO of any of its obligations will not be considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by SASO to comply with its obligations.

3. Fees; Late Payment.

- 3.1 In addition to any transaction privilege tax, which SASO must pay as a result of its activities at the Airport, SASO shall pay the fees due and owing under this Agreement as outlined in **Exhibit A: Fee Schedule**. Payments are due on or before the 15th of each month beginning the month following the Effective Date.
- 3.2 SASO shall pay before their respective due dates all taxes, fees, assessments, and levies that relate to SASO's use, occupancy, or operations at the Airport.
- 3.3 If SASO fails to pay any fees in full on or before the due date (the 15th of each month), SASO shall be responsible for payment of a late fee in the amount of \$50.00. Any amounts paid later than fifteen days after the due date shall also bear interest on the unpaid principal balance at the rate of 18% annually from the due date until payment in full is made. If, during the term of this Agreement SASO shall default in the payment of any fees, City may terminate this Agreement

upon fifteen (15) days written notice to SASO in the event SASO fails to pay fees in full within said fifteen (15) day period.

4. SASO Rights.

City grants to SASO subject to SASO's complete performance of the payment, other obligations and the terms and conditions of this Agreement the following rights:

- 4.1 The general use of all public facilities and improvements which are now or may hereafter be constructed at the Airport related to the Property, including corridors, lavatories and designated parking areas.
- 4.2 The right to use personal equipment or property incident to providing the Commercial Aeronautical Activity defined above.
- 4.3 SASO and SASO's employees, officers, directors, subtenants that are approved by the City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("SASO Associates") may ingress and egress across the Airport, roads, driveways, ramps, taxiways, SASO's private hangar or office and other public airport facilities (in the areas designated by City and as permitted by applicable laws and regulations) on a non-exclusive basis and to the extent reasonably necessary for SASO's use, occupancy, and operations at the Airport.

5. SASO Obligations.

During the term of this Agreement, SASO shall be bound by the obligations set forth herein and hereby agrees that it will fully meet and comply with its obligations, including the following:

- 5.1 Manager; Premises. SASO shall at all times employ and designate a manager to supervise and manage its CAA hereunder and provide the City with the manager's name and contact information. SASO shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Agreement. Upon request of the Airport Manager, SASO will provide, and its employees shall wear or carry, badges or other suitable means of identification. SASO shall at all times notify the Airport Manager of the premises, whether hangar, office space, etc., where SASO conducts its CAA.
- 5.2 Use; Condition of Airport. SASO has examined and knows the condition of the areas of the Airport that SASO is authorized to use, accepts the same "AS IS", and agrees to use such areas only for the purposes specified in Section 1. City makes no representations or warranties of any kind concerning the condition of the Airport or its availability for any use whatsoever. SASO shall notify City of any hazard or damage to the aircraft ramps, taxiway or runway immediately upon becoming aware of such hazard or damage, provided that nothing in this agreement shall imply or create any City liability for failure to maintain such facilities and SASO expressly waives any claims which might arise in the future in this regard. All hangars, buildings, properties, vehicles or land leased or operated by SASO on the Airport, shall be maintained in a clean, attractive, weed-free, well-painted, junk-free condition. SASO agrees to properly dispose of all waste that is generated by SASO. SASO shall not allow any hazardous materials on the Airport or commit any nuisance or other act which violates Federal, State, or local law or threatens the health and safety of the Airport and its' users. SASO agrees to comply with environmental laws and the Airport's Storm Water Pollution Prevention Plan (SWPPP).
- 5.3 Damage to Property. In addition to SASO's indemnification obligations, SASO, at SASO's sole cost, shall repair or replace (to the City's sole satisfaction) any damaged property that belongs to City to the extent that such damage arises from or relates to an act or omission of SASO or

SASO's Associates. SASO shall promptly notify City of any such property damage. If SASO fails to repair the property to the satisfaction of the City, within a period of twenty days after written notice from City to do any repair work required to be done by SASO, City may terminate this Agreement or, at its option, repair, any part of the property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof are payable to City by SASO on demand. If City, its officers, employees or agents undertake any work hereunder, SASO hereby waives any claim for damages, consequential or otherwise, resulting therefrom except for claims for damages arising from City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of SASO as set forth in this Agreement and shall not impose upon City any obligations unless stated otherwise herein.

- 5.4 **No Interference.** SASO shall not use the Airport in any manner that interferes with any operation at the Airport or decreases the Airport's effectiveness. SASO shall promptly notify City of any use that creates such interference or decrease in effectiveness and remedy the same to City's sole satisfaction. SASO agrees to comply with any enforcement procedures that the FAA might demand the City take.
- 5.5 **No Unauthorized Use.** SASO and SASO's Associates shall use the Airport only for purposes expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area of the Airport; the use of automobile parking areas in a manner not authorized by City; fueling activities at the Airport that City has not authorized; commercial activities, aircraft parking, or storage in areas not leased by SASO; any use unrelated to the purposes of this Agreement; and any use that would be prohibited by or would impair coverage under either party's insurance policy. SASO shall control the conduct, demeanor, and appearance of its employee's and SASO's Associates so that they do not annoy, disturb, endanger, or impair Airport customers, tenants, or employees.
- 5.6 **Permits and Licenses.** SASO shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement, all licenses and permits required for the operations authorized by this Agreement. In the event that SASO receives notice from any governmental authority that SASO lacks, or is in violation of any such permit or license, SASO shall provide City with timely written notice of the same.
- 5.7 **Signage and Advertising.** SASO shall not install or operate any signage on the Airport except with the prior written approval of City. Any approved signage shall be at SASO's expense subject to the then current terms, conditions and rates for use, and shall comply with the Rule and Regulations and City's ordinances and permit requirements.
- 5.8 **Security.** SASO is responsible to comply (at SASO's sole cost) with all security measures that City, the United States Transportation Security Administration, FAA, or any other governmental authority having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove SASO's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by SASO or SASO's Associates. SASO agrees that City has the right to impose any Airport security requirements that City may determine. SASO further agrees that Airport access credentials are the property of City and may be suspended or revoked by City in its discretion at any time. SASO shall pay all fees associated with such credentials, and SASO shall immediately report to the Airport Manager any lost credentials or credentials that SASO removes from any employee or any of SASO's Associates. SASO shall protect and preserve security at the Airport, including, but not limited to, by protecting security information and protecting any access points that are maintained by SASO to any security area.

- 5.9 **Insurance.** SASO shall procure and at all times maintain, at its own cost, the types and amounts of insurance required for its operations at the Airport at the levels required in **Exhibit B**. Any such insurance policies shall name the City as an additional insured and shall contain a provision that written notice of cancellation or modification thereof shall be given to the City not less than thirty (30) days before such cancellation or modification takes effect. SASO shall deliver an appropriate certificate of insurance for each policy to the City in a form and from a company acceptable to the City's Risk Manager.
- 5.10 **Indemnification.** SASO shall defend, indemnify and hold harmless the City, the Airport and any of its elected or appointed officials, agents, boards, commissions and employees (hereafter referred to collectively as "City" in this Section) from all losses, damages or claims of whatever nature, including attorney's fees and costs of litigation, which arise out of any act or omission of SASO or any of its agents, employees or invitees in connection with SASO's activities at the Airport, and which result directly or indirectly in injury to or death of any person or damage to or loss of any property. City shall in all instances, except for loss or damage resulting from the sole negligence of City, be indemnified by SASO against all such claims, regardless of whether the loss, damage or claim is caused or alleged to be caused in part by the negligence of City. SASO's obligations hereunder shall survive any termination of this Agreement or SASO's Commercial Aeronautical Activities at the Airport.
- 5.11 **Waiver.** SASO assumes all risk of the use of the Airport, and SASO hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or relating to SASO's use, occupancy, or operations at the Airport.
- 5.12 **Improvements.** SASO shall make no improvements or modifications to the Airport without the written consent of City. Improvements or modifications to private hangars require proper permits. All improvements and modifications by SASO to the Airport shall become the property of City, at no cost to City; at such times as such improvements and modifications are made, unless otherwise agreed to in writing by City.
- a. City may require modifications to the Airport necessary for the safety of air navigation. If any improvements or modifications to the Airport made by SASO interfere with any F.A.A. navigational aid, SASO is responsible for removing the interference at its sole cost. All improvements and modifications made by SASO shall be constructed in a good, workmanlike manner by licensed contractors.
- b. SASO is prohibited from developing residential living quarters on the Airport.
- 5.13 **Assignment.** SASO shall not assign, sell, convey or transfer this Agreement or any of its rights under this Agreement without the written consent of City, which consent may be withheld by City in its sole discretion and without cause.
- 5.14 **Notice of Unlicensed Activity.** SASO shall provide prompt, written notice to City of any person or entity performing any CAA of any sort on the Airport for commercial purposes without a valid Agreement or permit from City.

6. City's Rights; Obligations.

- 6.1 **Airport Maintenance.** City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards. City has the right at the Airport to perform or cause to be performed any work

(including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole discretion) determines to be in City's best interests. City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway at the Airport and any other way at, in or near the Airport presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to SASO. SASO hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which SASO may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Airport remains available to SASO.

- 6.2 **City's Right to Implement Airport Programs.** City has the right to implement any lawful, reasonable, and nondiscriminatory program at the Airport as City may determine in its sole and absolute discretion, and to require Tenant to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at the Airport by City or its designee (including, but not limited to, vending machines, advertising, wireless communications, and utility services whether on or off of the Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing programs to benefit the environment and conserve energy.
- 6.3 **Right to Inspect.** City for itself and its employees reserves the right to enter and inspect SASO's CAA operations for any purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, investigate or remediate any potential threats or hazards, conduct Airport work, and for emergency purposes), provided that they shall not unreasonably interfere with SASO's Activity operations.
- 6.4 **Agreement Limitation.** This Agreement conveys to SASO only a grant to operate on the terms and for the purposes provided herein, and it conveys no other rights, titles or interests of any kind. Among the rights reserved to City, City reserves in the Airport a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft.

7. Miscellaneous.

- 7.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Alterations and modifications may be made by the City from time to time, and will be presented to SASO in writing. Such modifications and alterations will become a part of this Agreement effective 30 days after written notice is given. Any supplemental terms and conditions which the parties may attach to this Agreement as an exhibit as an exhibit and which are signed by the parties are hereby incorporated by reference herein.
- 7.2 **Interpretation.**
- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 7.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty,

representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive the earlier termination of this Agreement.

- 7.4 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 7.5 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 7.6 **Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
- 7.7 **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 7.8 **No Israel Boycott.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

8. Notice.

All notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested to the following addresses:

TO THE CITY: City of Glendale
 Attn: Airport Administrator: (623) 930-2188
 Glendale Municipal Airport
 6801 North Glen Harbor Blvd., #201
 Glendale, Arizona 85307

TO SASO: Corp. Name: [REDACTED]
 Attn: [REDACTED]
 Address: [REDACTED]
 City/State/Zip: [REDACTED]
 Phone: [REDACTED]

Changes. SASO or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

9. Taxes.

- 9.1 SASO shall pay any leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the Airport or conduct of business at the Airport under authority of the Agreement, including any such tax assessable on City.
- 9.2 SASO acknowledges that it may be a "prime SASO", as defined in A.R.S. Section 42-6201 and that it may be subject to excise tax liability. SASO further acknowledges that any failure by SASO to pay any excise taxes due after notice and an opportunity to cure constitutes a default that could result in divesting SASO of any interest in or right to the use of occupancy of the Airport.

10. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Fee Schedule
Exhibit B	Insurance Requirements
Exhibit C	FAA Requirement

EXECUTED to be effective on the date specified on title page

“City”:

CITY OF GLENDALE, an Arizona
municipal corporation

3

By:  *Mar F. Duenning*
Its: *Assistant City Manager*

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

“SASO”:

By: 
Its: 

EXHIBIT A
(Fee Schedule)

EXHIBIT B
(Insurance Requirements)

**EXHIBIT A
FEE SCHEDULE**

**Glendale Municipal Airport
Effective January 1, 2016
Subject to change per City Council**

Monthly Fees plus tax

Aircraft Sales Operator \$ 0.00

Flight Training \$ 0.00

Aircraft Charter or Taxi Service –
Commercial Aircraft Activity – each aircraft per month \$50.00

Aircraft Airframe, Engine & Accessory Maintenance and Repair Service 2.5% of gross

Aircraft Leasing or Rental Services –
Commercial Aircraft Activity – each aircraft per month \$50.00

Specialized A/C Service and Sales

Aerial Application Services (Crop Dusting-Agricultural Spraying)
Commercial Aircraft Activity – each aircraft per month \$50.00

Specialized Commercial Flying Services
Commercial Aircraft Activity – each aircraft per month \$50.00

Exhibit B

Insurance Requirements

Flight Training

Instruction in dual & solo flight training in fixed-wing or rotary-wing a/c, in classroom, ground training flight check ride)

Aircraft Charter or Taxi Service

(provides air transportation of persons or property on a charter basis or as an Air Taxi Commercial Operator)

Lessee shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee determines necessary.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Lessee shall provide coverage that are at least as broad as stated. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. :

1. **Commercial General Liability or Airport Premises Liability:** On an "occurrence" basis, including bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to Rented Premises)	\$100,000

The City of Glendale shall be endorsed as an additional insured as follows: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement."

2. **Aircraft Liability:** includes coverage for bodily injury and property damage of others caused by the operation of an aircraft owned or leased with a **\$1,000,000 per occurrence limit and \$100,000 each passenger limit.**
3. **Automobile Liability:** bodily injury and property damage covering any on-premises auto including all owned, non-owned or hired vehicles with a combined single limit no less than **\$1,000,000 per accident.** Policy shall not contain any restrictions of coverage with regard to operations on or near airport premises.
4. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$500,000 per accident for bodily injury or disease.** This requirement shall not apply when a Lessee is exempt under A.R.S. 23-901 **AND** when Lessee executes the appropriate sole proprietor waiver form.

If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. The Lessee's insurance coverage shall be **primary insurance and non-contributory** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.
2. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.
3. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work or occupancy commences. However, failure to obtain the required documents prior to the work or occupancy beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. All certificates required by this Lease shall be sent directly to: City of Glendale, Airport Administrator, 6801 North Glen Harbor Blvd., Suite 201, Glendale, AZ 85307. The City Agreement number or project description is to be noted on the certificate of insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal contract amendment, but may be made by administrative action.

Exhibit B

Insurance Requirements

Aircraft Airframe, Engine & Accessory Maintenance and Repair Service

(provides one or more of: airframe, engine or accessory overhaul, repairs include jet a/c & helicopters, sales of a/c parts & accessory. Does not own a/c)

Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the premises. The cost of such insurance shall be borne by the Lessee.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee determines necessary.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Permittee shall provide coverage that is at least as broad as stated. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. :

1. **Commercial General Liability or Airport Premises Liability:** On an "occurrence" basis, including bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$5,000,000
Products-Completed Operations Aggregate	\$5,000,000
Personal and Advertising injury	\$5,000,000
Each Occurrence	\$5,000,000
Fire Damage (Damage to Rented Premises)	\$100,000
Hangarkeepers Liability	\$5,000,000

The City of Glendale shall be endorsed as an additional insured as follows: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement."

2. **Automobile Liability:** bodily injury and property damage covering any on-premises auto including all owned, non-owned or hired vehicles with a combined single limit no less than **\$5,000,000 per accident**. Policy shall not contain any restrictions of coverage with regard to operations on or near airport premises.
3. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$500,000 per accident for bodily injury or disease**. This requirement shall not apply when a Lessee is exempt under A.R.S. 23-901 AND when Lessee executes the appropriate sole proprietor waiver form.

4. **Property insurance** against all risks of loss to any tenant improvements or betterments and buildings (if required), at full replacement cost with no coinsurance penalty provision.

Tenant Improvements	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

City of Glendale shall be named as a loss payee.

5. **Contractor's Pollution Liability:** coverage for bodily injury or property damage arising out of the actual or alleged release, dispersal, discharge, etc. of pollutants. Any policy written on a claims-made basis requires a retroactive date no later than the inception of the Lease and either continuous coverage will be maintained or an extended discovery period of 2 years once occupancy is completed. Lessee shall provide the following limits:

Each Occurrence	\$1,000,000
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Annual Aggregate	\$2,000,000
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Coverage for new and pre-existing conditions, with no retroactive date,

Coverage for claims for third-party bodily injury, property damage, and natural resources damages, on and off-site,

Coverage for cleanup costs, on and off-site, when mandated by governmental entities, when required by law, or as a result of third-party-claims,

Policy shall not contain an insured vs. insured exclusion,

Policy shall provide a waiver of subrogation in favor of the City of Glendale

Policy shall be endorsed to include the "City of Glendale as an Additional Named Insured with respect to liability arising out of the activities performed by, or on behalf of the Lessee

If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. The Lessee's insurance coverage shall be **primary insurance and non-contributory** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.
2. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.
3. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work or occupancy commences. However, failure to obtain the required documents prior to the work or occupancy beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. All certificates required by this Lease shall be sent directly to: City of Glendale, Airport Administrator, 6801 North Glen Harbor Blvd., Suite 201, Glendale, AZ 85307. The City Agreement number or project description is to be noted on the certificate of insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal contract amendment, but may be made by administrative action.

Exhibit B

Insurance Requirements

Aircraft Leasing or Rental Services
(rental and/or leasing of a/c from office, planes on ramp)

Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the premises. The cost of such insurance shall be borne by the Lessee.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee determines necessary.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Permittee shall provide coverage that is at least as broad as stated. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. :

1. **Commercial General Liability or Airport Premises Liability:** On an "occurrence" basis, including bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to Rented Premises)	\$100,000
Hangarkeepers Liability	\$1,000,000

The City of Glendale shall be endorsed as an additional insured as follows: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement."

2. **Aircraft Liability:** includes coverage for bodily injury and property damage of others caused by the operation of an aircraft owned or leased with a **\$1,000,000 per occurrence limit and \$100,000 each passenger limit.**
3. **Automobile Liability:** bodily injury and property damage covering any on-premises auto including all owned, non-owned or hired vehicles with a combined single limit no less than **\$1,000,000 per accident.** Policy shall not contain any restrictions of coverage with regard to operations on or near airport premises.
4. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$500,000 per accident for bodily injury or disease.** This requirement shall not apply when a Lessee is exempt under A.R.S. 23-901 AND when Lessee executes the appropriate sole proprietor waiver form.

If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. The Lessee's insurance coverage shall be **primary insurance and non-contributory** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.
2. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.
3. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work or occupancy commences. However, failure to obtain the required documents prior to the work or occupancy beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. All certificates required by this Lease shall be sent directly to: City of Glendale, Airport Administrator, 6801 North Glen Harbor Blvd., Suite 201, Glendale, AZ 85307. The City Agreement number or project description is to be noted on the certificate of insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal contract amendment, but may be made by administrative action.

Exhibit *B*

Insurance Requirements

Specialized A/C Service and Sales

(repairing a/c radios, avionic, instruments, propellers, accessories, upholstery, painting &/or similar a/c components. Sells new/used parts)

Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the premises. The cost of such insurance shall be borne by the Lessee.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee determines necessary.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Permittee shall provide coverage that is at least as broad as stated. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. :

1. **Commercial General Liability or Airport Premises Liability:** On an "occurrence" basis, including bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$3,000,000
Products-Completed Operations Aggregate	\$3,000,000
Personal and Advertising injury	\$3,000,000
Each Occurrence	\$3,000,000
Fire Damage (Damage to Rented Premises)	\$100,000
Hangarkeepers Liability	\$3,000,000

The City of Glendale shall be endorsed as an additional insured as follows: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement."

2. **Automobile Liability:** bodily injury and property damage covering any on-premises auto including all owned, non-owned or hired vehicles with a combined single limit no less than **\$1,000,000 per accident**. Policy shall not contain any restrictions of coverage with regard to operations on or near airport premises.
3. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$500,000 per accident for bodily injury or disease**. This requirement shall not apply when a Lessee is exempt under A.R.S. 23-901 AND when Lessee executes the appropriate sole proprietor waiver form.
4. **Property insurance** against all risks of loss to any tenant improvements or betterments and buildings (if required), at full replacement cost with no coinsurance penalty provision.

**Tenant Improvements
Coverage on building (if Lessee is sole occupant)**
City of Glendale shall be named as a loss payee.

**Replacement Value
Replacement Value**

If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. The Lessee's insurance coverage shall be **primary insurance and non-contributory** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.
2. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.
3. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work or occupancy commences. However, failure to obtain the required documents prior to the work or occupancy beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. All certificates required by this Lease shall be sent directly to: City of Glendale, Airport Administrator, 6801 North Glen Harbor Blvd., Suite 201, Glendale, AZ 85307. The City Agreement number or project description is to be noted on the certificate of insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal contract amendment, but may be made by administrative action.

Exhibit

Insurance Requirements

Aerial Application Services (Crop Dusting-Agricultural Spraying)

(handles and stores chemicals, uses ground equipment for liquid spray and mixing of liquids. Responsible for waste disposal systems)

Specialized Commercial Flying Services

(air transport, nonstop sightseeing flights, banner towing, aerial advertising & photography, survey, power line or pipeline patrol, fire-fighting or fire patrol, air ambulance, airborne mineral exploration)

Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the premises. The cost of such insurance shall be borne by the Lessee.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee determines necessary.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Permittee shall provide coverage that is at least as broad as stated. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. :

1. **Commercial General Liability or Airport Premises Liability:** On an "occurrence" basis, including bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to Rented Premises)	\$100,000

The City of Glendale shall be endorsed as an additional insured as follows: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement."

2. **Aircraft Liability:** includes coverage for bodily injury and property damage of others caused by the operation of an aircraft owned or leased with a **\$1,000,000 per occurrence limit and \$100,000 each passenger limit.**
3. **Automobile Liability:** bodily injury and property damage covering any on-premises auto including all owned, non-owned or hired vehicles with a combined single limit no less than **\$1,000,000 per accident.** Policy shall not contain any restrictions of coverage with regard to operations on or near airport premises.
4. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and **Employer's Liability Insurance** with limits of no less than **\$500,000 per**

accident for bodily injury or disease. This requirement shall not apply when a Lessee is exempt under A.R.S. 23-901 AND when Lessee executes the appropriate sole proprietor waiver form.

5. **Property insurance** against all risks of loss to any tenant improvements or betterments and buildings (if required), at full replacement cost with no coinsurance penalty provision.

Tenant Improvements	Replacement Value
Coverage on building (if Lessee is sole occupant)	Replacement Value

City of Glendale shall be named as a loss payee.

6. **Contractor's Pollution Liability:** coverage for bodily injury or property damage arising out of the actual or alleged release, dispersal, discharge, etc. of pollutants. Any policy written on a claims-made basis requires a retroactive date no later than the inception of the Lease and either continuous coverage will be maintained or an extended discovery period of 2 years once occupancy is completed. Lessee shall provide the following limits:

Each Occurrence	\$1,000,000
Annual Aggregate	\$2,000,000

Coverage for new and pre-existing conditions, with no retroactive date,

Coverage for claims for third-party bodily injury, property damage, and natural resources damages, on and off-site,

Coverage for cleanup costs, on and off-site, when mandated by governmental entities, when required by law, or as a result of third-party-claims,

Policy shall not contain an insured vs. insured exclusion,

Policy shall provide a waiver of subrogation in favor of the City of Glendale

Policy shall be endorsed to include the "City of Glendale as an Additional Named Insured with respect to liability arising out of the activities performed by, or on behalf of the Lessee

If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. The Lessee's insurance coverage shall be **primary insurance and non-contributory** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.
2. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.

3. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work or occupancy commences. However, failure to obtain the required documents prior to the work or occupancy beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. All certificates required by this Lease shall be sent directly to: City of Glendale, Airport Administrator, 6801 North Glen Harbor Blvd., Suite 201, Glendale, AZ 85307. The City Agreement number or project description is to be noted on the certificate of insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal contract amendment, but may be made by administrative action.

EXHIBIT C

(FAA REQUIREMENTS)

- A.** SASO for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said Property described in this Agreement for a purpose for which a U.S. DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, SASO shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B.** SASO for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that SASO shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- C.** In the event of breach of any of the above nondiscrimination covenants, the City may terminate this Agreement and reenter and repossess the Property and hold the Property as if this Agreement had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
- D.** SASO assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates SASO or its transferee for the period during which Federal assistance is extended to any Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates SASO or any transferee for the longer of the following periods: (i) the period during which the Property is used by SASO or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which SASO or any transferee retains possession of the Property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- E.** SASO shall furnish its accommodations and/or services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and it shall charge reasonable, and not unjustly discriminatory, prices for each unit or service; provided, that SASO may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers or customers.
- F.** SASO shall insert the above five provisions in any Agreement by which SASO grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.

- G. SASO will comply with the notification and review requirements covered in Federal Aviation Regulations (“F.A.R”) Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.**
- H. SASO will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R., Part 77 or amendments thereto, or that interferes with the runway and/or taxiway “line of sight” of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and remove the offending structure or object and cut the offending tree, all of which will be at the expense of SASO.**
- I. SASO will not make any use of the Property which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of the interference at the expense of SASO.**
- J. This Agreement is subordinate to City’s obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport. SASO shall do nothing in its performance of its obligations under this Agreement that would cause any noncompliance with such obligations of the City. City and SASO agree that, to the extent any provisions of this Agreement are in noncompliance with such obligations, City and SASO shall take any necessary corrective action in order to bring the Agreement into compliance with such obligations.**
- K. There is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight includes the right to cause any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.**
- L. SASO understands and agrees that nothing contained in this Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. §§ 40103(e) and 47107(a)(4).**
- M. The City reserves the right to further develop, improve, or otherwise change the Airport as it sees fit, regardless of the desires or views of SASO, and SASO shall not interfere with, or hinder the City in its plans, policies or actions for Airport development. This provision in no way precludes SASO’s right to public voice and input during meetings or solicitations calling for such comments or input.**