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AMENDED AND RESTATED JOINT POWERS AIRPORT AUTHORITY AGREEMENT

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PHOENIX-MESA GATEWAY AIRPORT AUTHORITY

**AMENDED AND RESTATED JOINT POWERS
AIRPORT AUTHORITY AGREEMENT**

This Amended and Restated Joint Powers Airport Authority Agreement (the "Agreement") establishing and continuing the Phoenix-Mesa Gateway Airport Authority (the "Airport Authority"), is made and entered into as of 21st day of October, 2014, pursuant to Arizona Revised Statutes Section 28-8521, et seq., by and among the Town of Gilbert, an Arizona municipal corporation ("Gilbert"), the City of Mesa, an Arizona municipal corporation ("Mesa"), the Town of Queen Creek, an Arizona municipal corporation ("Queen Creek"), the Gila River Indian Community, a federally recognized Indian tribe ("Community"), the City of Phoenix, an Arizona municipal corporation ("Phoenix"), and the City of Apache Junction, an Arizona municipal corporation ("Apache Junction") (collectively "Members" or "parties" and individually "Member" or "party").

The parties to this Agreement agree as follows:

Section 1 Recitals.

1.1. The United States closed Williams Air Force Base ("Williams") as an operating location of the United States Air Force ("USAF").

1.2 Williams had existing aviation facilities that are suited to be operated and developed as an airport facility pursuant to the joint powers airport authority powers found in Arizona Revised Statutes ("A.R.S.") Section 28-8521, *et seq.*

1.3 The original joint powers airport authority agreement was made and entered into as of 19th day of May, 1994, by and among Gilbert, Mesa, and Queen Creek and recorded on May 19, 1994, as Instrument No. 94-0400695, official records of Maricopa County, Arizona.

1.4 Through the original joint powers airport authority agreement, it was the desire of Gilbert, Mesa, and Queen Creek that the joint powers airport authority agreement take the place of and cancel the Intergovernmental Agreement (Williams Air Force Base- Management and Operation) that was recorded on December 14, 1992 at Recorder's No. 92-0712408 in the records of Maricopa County, Arizona, the substance of which was incorporated in the original joint powers airport authority agreement.

1.5 By entering into the original joint powers airport authority agreement, the parties to that agreement desired to establish a joint powers airport authority to develop, reuse, operate, and maintain the existing Williams aviation facilities. Upon establishment of the joint powers airport authority, the new facilities were known as the Williams Gateway Airport Authority.

1.5.1 Via 1995 and 2006 Amendments to the original joint powers airport authority agreement, the Community and Phoenix were added as Members of the Airport Authority, respectively.

1.5.2 Via 2009 Amendment, the legal name of the entity was changed to the Phoenix-Mesa Gateway Airport Authority.

1.5.3 Apache Junction also became a Member of the Airport Authority effective July 1, 2013.

Section 2 Formation of Authority.

2.1. Upon approval and execution of this Agreement by all the parties, a joint powers airport authority called the Phoenix-Mesa Gateway Airport Authority is formed with all parties as Members pursuant to A.R.S. Section 28-8521, with all powers granted to it under Arizona law.

Section 3 Board of Directors and Officers.

3.1. Upon execution of this Agreement, each Member shall appoint one representative to act with the authority of the appointing Member for the purpose of implementing this Agreement. Each Member shall also designate at least one alternate representative to act with the authority of the appointing Member in the absence of the representative. The appointed representative and all alternates shall be duly elected or appointed members of the governing body of the appointing Member. Notice of such appointment and of any subsequent replacement appointment shall be delivered in writing to the other Members of the Airport Authority.

3.2 The appointing authority as to each Member shall be each Member's respective governing body.

3.3 Each representative so appointed shall be a Director on the Board of Directors of the Airport Authority. The Board of Directors shall consist of only the representatives appointed by the Members of the Airport Authority. In the absence of the representative or alternate representatives, any representative of the Member governing body attending Board meetings or otherwise implementing this Agreement is presumed to act with the authority of the Member governing body.

3.4 The Board of Directors may establish a fixed time, date and place for regularly scheduled meetings. Special meetings of the Board may be called by the Chairman on no less than 24-hours' notice to the public, and each Director, either personally or by mail or by facsimile or by telephone. Notice of meetings of the Board shall be provided and meetings shall be conducted in accordance with the Arizona open meeting law, A.R.S. Section 38-431, *et seq.* Nothing herein shall prohibit the holding of an emergency session on less than 24-hours' notice in accordance with the provisions of the Arizona open meeting law. A Board Member may attend a Board meeting via electronic means, including telephonic conference. The Board may conduct a telephonic Board meeting so long as such telephonic meeting is conducted in accordance with the provisions of the Arizona open meeting law.

3.5 A majority of the membership of the Board of Directors shall constitute a quorum. A quorum shall be necessary to conduct the business of the Board. If a quorum is lost at any meeting of the Board of Directors, the remaining Directors present at the meeting may recess the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present.

3.6 The Board of Directors shall annually choose from its Directors a Chairman, a Vice Chairman and a Secretary, each of whom shall serve at the pleasure of the Board of Directors. The Board of Directors at any time may appoint such other officers and agents as it shall deem necessary who shall hold their offices at the pleasure of the Board of Directors and who shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

3.7 The Chairman, or in the Chairman's absence, the Vice Chairman, shall preside at all meetings of the Board of Directors. In the absence of the Chairman and Vice Chairman, the Secretary shall preside at the meeting of the Board of Directors.

3.8 The Secretary shall see that the minutes of all meetings of the Board of Directors are kept.

Section 4 Airport Authority Staff.

4.1 The Board of Directors shall employ an Executive Director and approve an annual budget for such other managers and staff as the Executive Director shall deem necessary to manage and conduct the operations, maintenance and development of the airport facilities in accordance with the provisions of this Agreement and policies and procedures approved by the Board of Directors. The Executive Director shall report directly to the Board of Directors and shall supervise the Airport Authority Staff.

Section 5 Ownership of Airport Facilities.

5.1 Upon conveyance by the USAF to the Airport Authority, title to all or a portion of the certain aviation facilities, both real and personal property, formerly owned and operated by the USAF at Williams situated in the County of Maricopa, State of Arizona ("Airport Facilities"), shall be held by the Airport Authority.

5.2 The Airport Authority may acquire or convey real and personal property from time to time.

5.3 Development, reuse, operation, and maintenance of the Airport Facilities shall be overseen by the Board of Directors and shall be conducted in accordance with the provisions of this Agreement and policies and procedures developed hereunder.

5.4 Each Member agrees that should said Member withdraw from the Airport Authority pursuant to Section 10, effective upon such withdrawal, any ownership rights of said Member in the Airport Facilities shall also terminate. A Member shall not be deemed to have withdrawn from the Airport Authority simply by virtue of the termination of this Agreement pursuant to Section 13. Each Member hereto also agrees to execute upon withdrawal any and all documents necessary to evidence and effectuate such withdrawal.

Section 6 Recharacterization of Members' Loans to Airport Authority.

6.1 The Airport Authority has entered into a loan agreement ("Loan") and one or more promissory notes ("Notes") with each Member. A list of all Member' Loans and Notes is attached as **Exhibit A**. The Loans and Notes document the Members' cumulative investment (principal plus interest)

in the Airport Authority.

6.2 The Members and the Airport Authority desire to recharacterize all of the Members' loans to the Airport Authority as follows. Effective July 1, 2014, the Members deem all of the Members' respective loans as appropriations (or contributions) to the Airport Authority in accordance with A.R.S. § 28-8521(B)(4). The precise amount of each Member's cumulative contributions (since becoming a Member of the Airport Authority) is set forth in **Exhibit B**. Effective July 1, 2014, the Members also deem the Loans and Notes listed in Exhibit A cancelled.

6.3 Members shall continue to make annual appropriations to the Airport Authority as required in this Agreement, particularly Section 9.

6.4 Notwithstanding anything to the contrary in this Section 6, each Member shall exercise its voting rights (related to the administration and management of the Airport Authority) in accordance with Section 8.

6.5 Each Member agrees that should said Member withdraw from the Airport Authority pursuant to Section 10, effective upon such withdrawal, all rights and interests of said Member in the Airport Authority shall also terminate. Each Member also agrees to execute upon withdrawal any and all documents necessary to evidence and effectuate such withdrawal.

Section 7 Powers of the Phoenix-Mesa Gateway Airport Authority.

The Phoenix-Mesa Gateway Airport Authority, acting through the Board of Directors, may:

7.1 Own, operate, and maintain property and facilities related to aviation, air navigation, and aerospace.

7.2 Own and lease property and facilities that are not related to aviation, air navigation, and aerospace.

7.3 Prescribe user fees and charges.

7.4 Operate facilities and construct improvements.

7.5 If authorized by the Members, exercise the right of eminent domain in the names of the Members.

7.6 Engage employees and consultants.

7.7 Enter into contracts, leases, and development agreements.

7.8 Enter into agreements with the State of Arizona, any political subdivision of the State, or the federal government.

7.9 Prepare and receive annual operating budgets.

7.10 Borrow money and issue revenue bonds, and issue other financial obligations incurred for the purposes of this Section and authorized under A.R.S. Section 28-8521, *et seq.*

7.11 Sue and be sued.

7.12 Exercise incidental powers as may be necessary to the exercise of the powers prescribed in this Section and under A.R.S. Sections 28-8527 and 28-8529, and to implement the responsibilities, goals, and purpose of the Airport Authority.

Section 8 Voting Rights.

8.1 Each member of the Board of Directors is entitled to one vote, and a motion will carry if supported by a majority of the quorum unless a Member requests that a weighted vote be taken. If a weighted vote is requested, then the following terms and conditions apply.

8.1.1 Subject to Section 8.1.2, each member of the Board of Directors is entitled to cast a weighted vote equal to that Member's cumulative appropriations to the Airport Authority as a percentage of the total appropriations made by all current Members to the Airport Authority since 1993 when the initial Intergovernmental Agreement Group was formed. For purposes of this Section 8.1.1, and in accordance with Section IV(4)(d) of the Memorandum of Understanding (MOU) (effective March 21, 2011) among the Airport Authority, City of Mesa, and Able Engineering and Components, Inc., Mesa's cumulative contributions to the Airport Authority include the City Rent (as defined in the MOU) paid by Mesa to the Airport Authority to service the debt on the Airport Authority's Series 2012 Bond Issue in the amount of \$19,220,000 (to finance the FAA-certified maintenance, repair, and overhaul facility subleased to others).

8.1.2 The percentage calculated under Section 8.1.1 is then adjusted so that no Member's vote will exceed 50% of the total weighted votes. If any Member's percentage as calculated exceeds 50%, then the excess percentage (over 50%) is allocated proportionally to the remaining Members so that the weighted vote of all Members combined equals 100% (or 100 votes). Under this formula, the weighted votes for all Members as of July 1, 2014 are:

<u>Member</u>	<u>Votes</u>
City of Mesa	50
City of Phoenix	21
Gila River Indian Community	13
Town of Gilbert	12
Town of Queen Creek	3
Apache Junction	1

8.1.3 All matters on which a weighted vote is taken must be decided by a simple majority of all Members' weighted votes, not just the weighted votes represented at the meeting.

8.2 Beginning in Fiscal Year 2015-16, the number of weighted votes of each Member will be adjusted annually before the start of each Fiscal Year based on the Airport Authority's adopted operating budget for the Fiscal Year.

8.3 If a Member withdraws from the Airport Authority, the weighted votes of remaining Members must be recalculated at the beginning of the next fiscal year. In recalculating the weighted votes, all appropriations of the withdrawing Member will be disregarded.

8.4 No Member may invoke weighted voting for matters related to modifications to the approved airport layout plan and airport master plan, or for adjustments to the percentage contributions or the amounts of each Member contribution to the annual budget.

Section 9 Operating Budget.

9.1 The fiscal year of the Airport Authority shall run from July 1 to June 30.

9.2 The Board of Directors shall, by April 1 of each fiscal year, recommend to the Members of the Airport Authority an annual operating budget for the Airport Authority for the next fiscal year and shall state the amounts of each Member contribution or proportion of the Airport Authority's annual operating budget to be provided by each Member. At least thirty (30) days before the annual budget is recommended to the Members of the Airport Authority by the Board of Directors, the Board may consider adjustments to the amounts of each Member contribution or percentage contributions of each Member. Adjustments to the amounts of each Member contribution or percentage contributions of any Member must be approved by a unanimous vote.

9.3 By June 15 of each year, the Board of Directors shall, if necessary due to the addition or withdrawal of Members, have decided by a unanimous vote on the amounts of each Member contribution or a reallocation of the percentage contributions among the Members or have assigned each Member its pro rata increase or decrease in contribution.

9.4 The governing bodies of the Airport Authority's Members, including any new Members admitted pursuant to Section 11 shall approve and adopt the operating budget recommended by the Board, as may be revised pursuant to Section 9.3, by June 30 of each year or withdraw from the Airport Authority pursuant to Section 10.

9.5 The Board of Directors may from time to time recommend to the Members of the Airport Authority amendments to the approved and adopted operating budget. The governing bodies of the Members shall approve amendments to the operating budget or withdraw from the Airport Authority pursuant to Section 10.

9.6 The Airport Authority shall adopt and periodically amend a reuse and development plan and a capital improvements plan. Expenditures for or by the Airport Authority shall be consistent with these plans. In addition, expenditures by the Airport Authority shall be limited to those items that directly relate to or benefit the operation and development of the Airport Facilities and the Airport Authority.

Section 10 Withdrawal From Airport Authority.

10.1. No Member shall have the right to withdraw from the Airport Authority during the term of this Agreement except as provided in this Section.

10.2 At least one hundred twenty (120) days prior to the withdrawal deadline, a Member that intends to withdraw from the Airport Authority must provide a written notice of intent to withdraw to the Members of the Airport Authority, but if a Member provides a notice of intent to withdraw between one hundred twenty (120) and one hundred fifty (150) days prior to the withdrawal deadline, then other Members may submit notices of intent to withdraw up to sixty (60) days prior to the withdrawal deadline. The withdrawal deadline shall be February 28 of each fiscal year.

10.3 The withdrawing Member shall pay its pro rata annual budget contribution for the current fiscal year and its pro rata share of any outstanding obligations to which the withdrawing Member has obligated itself. Any obligations of the withdrawing Member to the Airport Authority shall remain outstanding until fully paid and satisfied.

Section 11 Admission To Airport Authority.

11.1 A city, town, county or American Indian Community may be admitted to the Airport Authority upon: (1) written request to the existing Members of the Airport Authority prior to February 1 of each fiscal year; (2) the unanimous approval of the existing Members of the Airport Authority no later than June 30 of each fiscal year but after recommendation of the annual budget to the Members of the Airport Authority; and (3) execution, acknowledgement, and deliverance to the Airport Authority of such instruments as the Members may deem necessary or advisable to effect the admission of such city, town, or county as an additional Member, including (without limitation) the written acceptance and adoption by such city, town, county or American Indian Community of the provisions of this Agreement.

11.2 The fiscal obligations of a new Member are not effective until the beginning of the new fiscal year.

11.3 The parties acknowledge that Gilbert, Mesa, and Queen Creek waived all notice and procedural requirements for admission of the Community when it became a Member of the Airport Authority effective July 1, 1995.

11.4 The parties waived all notice and procedural requirements in this Agreement for admission of Apache Junction when it became a Member effective July 1, 2013.

Section 12 Effective Date.

12.1. This Agreement shall become effective (the "Effective Date") on the later of its filing with the Arizona Secretary of State and the Maricopa County Recorder in accordance with Section 19 hereof.

Section 13 Termination of Airport Authority.

13.1. This Agreement shall remain in full force and effect unless modified or terminated by written agreement of a majority of the Members of the Airport Authority. This Agreement shall also be deemed terminated should all parties hereto have exercised their right to withdraw from the Airport Authority in accordance with Section 10 of this Agreement.

13.2 Notwithstanding the right to withdraw set forth in Section 10, each party hereto agrees to remain a Member of the Airport Authority and to be bound by this Agreement until the end of the current fiscal year.

13.3 Unless otherwise agreed to by a majority of the Members of the Airport Authority, upon termination of this Agreement:

13.3.1 If one Member agrees to assume ownership of the Airport Facilities and agrees to assume the financial obligations of all Members, then the Airport Authority shall transfer title of the Airport Facilities to such Member.

13.3.2 If no Member agrees to assume ownership of the Airport Facilities and the financial obligations of all Members, and if the State of Arizona agrees to assume such ownership and financial obligations, then the Airport Facilities shall be transferred to the State of Arizona.

13.3.3 If the State of Arizona refuses to assume ownership of the Airport Facilities, then the Airport Facilities shall revert to the United States of America.

Section 14 Annual Report to Legislature.

The Chairperson of the Board of Directors of the Airport Authority shall annually present a report of the activities of the Airport Authority to the State House of Representatives, Ways and Means Committee, and the State Senate Finance Committee.

Section 15 Governing Law.

15.1 This Agreement and the obligations of the Members hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Arizona. The court with the original jurisdiction for causes of action arising under this Agreement is the United States District Court for the District of Arizona.

15.2 **Sovereign Immunity.** The Community expressly and irrevocably waives its sovereign immunity from suit solely for the limited purpose of allowing the Airport Authority to commence arbitration proceedings and enforce arbitration decisions or awards that involve a dispute or claim arising out of this Agreement. This limited waiver of sovereign immunity does not extend to any person or entity other than the Airport Authority. Except as provided in Section 15.2.1 through Section 15.2.6, nothing in this Agreement, or in the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) (referred to below), or in any related agreement, exhibit, document or undertaking, shall be construed as waiving, qualifying, diminishing, impairing or otherwise adversely affecting the sovereign immunity of the Community or any of its entities, enterprises, affiliates or subdivisions. Further, except as specified in Section 15.2.1 through Section 15.2.6, and unless explicitly stated within

this Agreement, nothing in this Agreement, or in the AAA rules, or in any related agreement, exhibit, document or undertaking, shall be construed as a waiver of such sovereign immunity or as consent or agreement by the Community to the jurisdiction of any governmental authority, or any state or municipal court.

15.2.1 **Mediation.** Any dispute that may arise under this Agreement shall be submitted to a mediator agreed to by both parties as soon as practicable after the dispute arises, but in any event prior to the commencement of arbitration. The mediator's fees and expenses shall be shared equally by the parties, who agree to exercise their best efforts in good faith to resolve all disputes in mediation. Mediation will begin on the date one party sends written notice to the other requesting mediation and presenting in the notice the matter to be mediated. The mediation will conclude when both parties sign an agreement that resolves the subject of the mediation. If no agreement is reached within sixty (60) calendar days after the date of the original written notice, the mediation will be considered unsuccessful, and either party may invoke its arbitration rights under this Agreement.

15.2.2 **Binding Arbitration.** Any claim or dispute arising under this Agreement between the Airport Authority and the Community ("dispute" or "disputes"), including, without limitation, whether a dispute is subject to arbitration, not resolved by negotiation between the parties, shall be resolved through binding arbitration conducted in Maricopa County, Arizona as provided in this Section 15. Either party may initiate the arbitration by giving written demand for arbitration to the other party in accordance with the notice provisions of this Agreement, setting forth the nature of the claim or dispute, the amount involved, if any, and the remedy sought.

15.2.3 **Conduct of Arbitration.** The arbitration shall be subject to Public Law No. 107-159 (116 Stat. 122 (2002)) and shall be conducted in accordance with the then-current AAA rules (but not under the administration of the AAA) except as otherwise provided in this Section 15. A single arbitrator shall be selected by agreement of both parties. If the parties cannot agree upon a single arbitrator within 30 days of receipt of a written demand for arbitration, either party may submit a request to the federal district court for an appointment of an arbitrator. No arbitrator shall have or previously have had any significant relationship with any of the parties hereto. The single arbitrator shall be knowledgeable in the subject matter of the dispute. The arbitration decision shall be rendered within 45 days after the arbitration hearing or the time period, if any, required by the AAA rules, whichever is sooner. The award of the arbitrator shall be supported by written findings of fact, conclusions of law, and a calculation of how damages, if any, were determined. The arbitrator also may grant provisional or ancillary remedies (e.g., the appointment of a receiver, injunctive relief, etc.) either during the pendency of the arbitration proceeding or as part of an arbitration award. Upon written request and after notice to the other party, the arbitrator may modify the applicable arbitration rules in the interests of justice. The award of the arbitrator shall be final and binding upon the parties, including any party refusing to submit to arbitration under this Section 15, and a judgment thereon may be entered in the United States District Court, District of Arizona as provided by Public Law 107-159. Any refusal to submit to arbitration hereunder, any exercise of a right under the Federal Arbitration Act (9 USC § 1, *et seq.*), which shall apply to the construction and interpretation of this Section 15, or any enforcement of an award rendered in the arbitration shall be in and subject to the jurisdiction of the United States District Court, District of Arizona.

15.2.4 In deciding any matter submitted to arbitration pursuant to this Section 15, federal law shall apply. If there is no applicable federal law, the arbitrator shall be guided by the laws of the State of Arizona. The statute of limitations, estoppel, waiver, laches and similar doctrines that would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding.

15.2.5 **Discovery.** The parties may conduct discovery in advance of the arbitration hearing in accordance with the AAA rules. Based on the nature and amount of the dispute, the arbitrator may establish a discovery schedule or discovery cutoff date or may limit discovery.

15.2.6 **Costs of Arbitration and Attorney's Fees.** Each party shall bear its own attorney's fees and expenses. The fees and all other expenses of the arbitrator, witness fees, and other reasonable fees and costs, other than attorney's fees and expenses, incurred by the prevailing party shall be assessed against the non-prevailing party by the arbitrator and included in any award or decision.

Section 16 Amendments.

This Agreement may be amended only by an instrument in writing approved and signed by all of the Members.

Section 17 Legal Counsel Review.

This Agreement shall be submitted to the legal counsel for each party hereto prior to its execution by said party, in order to determine whether this Agreement is in proper form and is within the powers and authority granted under the laws applicable to said party. Attached hereto and incorporated herein by reference is a copy of said written determination of each party's legal counsel.

Section 18 Notices.

All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail as follows:

Town of Gilbert
50 East Civic Center Drive
Gilbert, Arizona 85296
Attention: Town Manager

City of Mesa
20 E. Main Street
Mesa, Arizona 85201
Attention: City Manager

Town of Queen Creek
22358 South Ellsworth Road
Queen Creek, Arizona 85142
Attention: Town Manager

Gila River Indian Community
Administrative Offices
P.O. Box 97
Sacaton, Arizona 85147
Attention: Lieutenant Governor

City of Phoenix
3400 E. Sky Harbor Blvd., Suite 3300
Phoenix, Arizona 85034
Attention: Aviation Director

City of Apache Junction
300 E. Superstition Blvd.
Apache Junction, AZ 85119
Attention: City Manager

Section 19 Filing.

A completely executed copy of this Agreement shall be filed with the Arizona Secretary of State, the Maricopa County Recorder, and the City Clerk, or the Town Clerk, as appropriate, of each other party hereto.

Section 20 Remedies.

In the event of any violation or threatened violation by any party to this Agreement, of any of the terms, restrictions, acknowledgements, covenants or conditions of this Agreement, the other parties hereto shall be entitled to full and adequate relief by injunction and all other legal and equitable remedies.

Section 21 Cancellation.

This Agreement may be canceled pursuant to A.R.S. Section 38-511.

Section 22 Approving Action.

Copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into this Agreement are attached hereto as **Exhibit C**. The Agreement may be signed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

Section 23 Federal Aviation Administration.

The parties recognize that contributions by Phoenix will be obtained from its Aviation Department. Those contributions are subject to review by the Federal Aviation Administration. Nothing herein requires any Member to contribute funding contrary to the Federal Aviation Administration's policies and procedures.

Section 24 Bond Ordinances.

Notwithstanding any of the provisions in this Agreement, no Member assumes any obligation in connection with this Agreement that will have priority over or parity with any bond issued by each Member in its individual capacity.

Section 25 Audit Records.

The parties, the Federal Aviation Administration, the Comptroller of the United States, or any duly authorized representative reserves the right, at reasonable times, to audit and/or copy the Airport Authority's books and records directly pertinent to this Agreement. Nothing herein requires the Airport Authority to create or maintain any records that the Airport Authority does not maintain in the ordinary course of business or pursuant to a provision of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as provided in Section 12.

Attest:

TOWN OF GILBERT

By *Zis M. D. Deputy*
Town Clerk

By *John Lewis*
John Lewis, Mayor

Attest:

CITY OF MESA

By *Debra M. Mickelsen*
City Clerk

By *John Giles*
John Giles, Mayor

Attest:

TOWN OF QUEEN CREEK

By *Jennifer A. Robinson*
Town Clerk

By *Gail Barney*
Gail Barney, Mayor

Attest:

GILA RIVER INDIAN COMMUNITY

By *Monica L. Antonio*



By *Gregory Mendoza*
Gregory Mendoza, Governor

Attest:

CITY OF PHOENIX

By *Ed Zuercher*
City Clerk

By *Ed Zuercher*
for Ed Zuercher, City Manager

Attest:

CITY OF APACHE JUNCTION

By *Kathleen Connelly*
City Clerk

By *John Insalaco*
John Insalaco, Mayor

DETERMINATION OF LEGAL COUNSEL

The amended and restated Joint Powers Airport Authority Agreement has been reviewed by the undersigned attorneys who have determined that it is in proper form and within the power and authority granted under the applicable laws of each party.


115.2014
Date


Gila River Indian Community
Attorney

Jan 21, 2015
Date


Gilbert Town Attorney

1/29/2015
Date


Mesa City Attorney

1/8/15
Date


Phoenix City Attorney
Acting

11/19/14
Date


Queen Creek Town Attorney

11.6.14
Date


Apache Junction City Attorney

Exhibit A

List of Phoenix-Mesa Gateway Airport Authority Members' Loans and Notes

<u>Member Agency</u>	<u>Date of Loan Agreement</u>	<u>Date of Latest Promissory Note</u>
City of Mesa	July 22, 1999	June 30, 2014
City of Phoenix	July 1, 2006	June 30, 2014
Gila River Indian Community	June 28, 2002	June 30, 2014
Town of Gilbert	July 20, 1999	June 30, 2014
Town of Queen Creek	December 6, 2000	June 30, 2014
City of Apache Junction	July 19, 2013	June 30, 2014

Exhibit B

Phoenix-Mesa Gateway Airport Authority Members' Cumulative Contributions (Principal and Interest¹ from Inception of Membership through June 30, 2015)

<u>Member Agency</u>	<u>Cum. Principal²</u>	<u>Cum. Interest³</u>	<u>Cum. Total</u>
City of Mesa	\$ 52,390,106	\$22,344,907	\$ 74,735,013
City of Phoenix	16,700,000	2,671,379	19,371,379
Gila River Indian Community	8,884,550	3,010,834	11,895,384
Town of Gilbert	7,874,250	2,943,254	10,817,504
Town of Queen Creek	2,075,070	657,196	2,732,266
City of Apache Junction	<u>660,000</u>	<u>15,900</u>	<u>675,900</u>
Total	\$84,523,976	\$31,643,470	\$120,227,446

¹ Rounded to nearest dollar.

² Cumulative principal is through June 30, 2015, reflecting execution of FY 2015 promissory notes. But contribution payments for fiscal year 2015 are made quarterly throughout the year.

³ Cumulative interest is shown through June 30, 2015.

Exhibit C

[Ordinance, Resolution or Minutes Approving JPAA Agreement]

(Attached)



PhxMesa **Gateway** Airport

RESOLUTION NO. 14-67

WHEREAS, the Phoenix-Mesa Gateway Airport Authority ("Authority"), a joint powers airport authority, formed pursuant to Arizona Revised Statutes § 28-8521 *et seq.* owns and operates the Phoenix-Mesa Gateway Airport ("Airport"); and

WHEREAS, the Airport Authority deems it appropriate to call for its Members to amend the Joint Power Authority Agreement;

WHEREAS, the Airport Authority deems it appropriate to authorize the Executive Director to re-characterize Member Contributions from loans to cumulative appropriations;

WHEREAS, the Airport Authority deems it appropriate to authorize the Executive Director to execute the Loan Cancellation Agreements with each of the Member Agencies;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Phoenix-Mesa Gateway Airport Authority as follows:

The Phoenix-Mesa Gateway Airport Authority Board of Directors hereby recommends to its Members that they execute the Amended and Restated Joint Powers Airport Authority Agreement (JPAAA), attached hereto as Exhibit A, and incorporated as if fully set forth herein. This Resolution also authorizes the Executive Director to re-characterize Member Contributions from loans to cumulative appropriations, and to execute a Loan Cancellation Agreement with each Member.

Passed and adopted by the Phoenix-Mesa Gateway Airport Authority this 21st day of October 2014.

ATTEST:



CLERK



CHAIR

APPROVED AS TO FORM



ATTORNEY