

## NOTICE AND AGENDA OF MEETING OF THE MESA GATEWAY AIRPORT AUTHORITY BOARD OF DIRECTORS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Mesa Gateway Airport Authority and to the public that the Mesa Gateway Airport Authority will hold a meeting open to the public on **Tuesday, January 21, 2025 beginning at 9:00 a.m.** in the Board Room (Saguaro A & B) of the Gateway Administration Building, 5835 South Sossaman Road, Mesa, Arizona. Members of the Mesa Gateway Airport Authority may attend either in person or by audioconference. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03 (A)(3)&(4).

The agenda for the meeting is as follows:

- 1. Call to Order (Mayor Julia Wheatley, Chair) Members of the Mesa Gateway Airport Authority will attend either in person or via videoconference.
- 2. Roll Call (Mayor Julia Wheatley, Chair)
- 3. Pledge of Allegiance

### 4. Call to the Public

Members of the Board may not discuss items that are not on the agenda. Therefore, action taken as a result of public comment will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date. Maximum of three minutes per speaker.

5. Executive Director's Report - J. Brian O'Neill, A.A.E., Executive Director/CEO

## 6. Consent Agenda

- a) Minutes of the Board Meeting held on December 17, 2024.
- b) Resolution No. 25-01 Authorizing a contract with ARINC Incorporated, a part of Collins Aerospace (Collins) in an amount not to exceed \$1,500,000 for equipment and installation services for the Airport's Common Use Passenger Processing System (CUPPS) and for five years (a three-year base term with two optional one-year extensions) of support and maintenance services in an amount not to exceed \$403,122.36.
- c) Resolution No. 25-02 Authorizing the purchase of cyber security software and services from Advanced Network Management, Inc. (ANM) over a three-year period in an amount not to exceed \$223,285.12.

### **Consideration and Possible Approval of:**

7. Resolution No. 25-03 – Authorizing a sole source five-year contract with Allegiant Air for Marketing Services in an amount not to exceed \$100,000 per year.

Notice and Agenda of Meeting of the Mesa Gateaway Airport Authority Board of Directors Tuesday, January 21, 2025 Page 2 of 2

8. Resolution No. 25-04 – Authorizing the termination of the SkyB Lot 116-B Development Lease and to concurrently return Lot 116-B to the Master Lease Agreement.

## 9. Board Member Comments/Announcements

10. Next Meeting: Tuesday, February 18, 2025 at 9:00 a.m.

### 11. Adjournment

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Misty Johnson at 480-988-7607 or <u>mrjohnson@gatewayairport.com</u>. Requests should be made as early as possible to allow time to arrange the accommodation.



- Airport Authority Board Votes to Rename Airport
- Twice-Weekly Nonstop Service to Colorado Springs Begins on February 12th
- Gulfstream's West Coast Service Center Celebrates Grand Opening
- Airport Entrance Road Monument Sign Getting Makeover
- Mesa Mayor Mark Freeman and Gilbert Mayor Scott Anderson Join Airport Authority Board of Directors
- Gateway East Master Development Planning Hotel and Retail Space
- Walls Going Up at Gateway Commerce Center III



Allegiant's New Nonstop Service to Colorado Springs Starts February 12th

## **Financial Snapshot**

OPERATING INCOME	Nove	mber	Month Variance	FYTD Co	FYTD Variance	
INCOME	2023	2024	Variance	FY24 FY25		variance
Revenues	\$2,550,436	\$2,593,132	\$42,696	\$12,411,206	\$13,129,762	\$718,556
Less Expenses	\$2,405,581	\$2,320,034	(\$85,547)	\$10,747,769	\$11,432,686	\$684,917
Operating Income (Before Depreciation)	\$144,855	\$273,098	\$128,243	\$1,663,437	\$1,697,076	\$33,639

**Investment Fund Balances:** As of November, the Local Governmental Investment Pool (LGIP) 700 = \$6,630,601; Wells Fargo; Collateralized Money Market = \$21,248,836 and Commercial/Paper Brokered CD's = \$41,661,748; Total \$69,541,185. MGAA invests in fixed rate instruments.

## Finance and Accounting

Mesa Gateway Airport Authority (MGAA, Authority) reported a net operating income of \$273,098 for November 2024, an increase of \$128,243 compared to financial results for last November. Fiscal year-to-date 2025 (FYTD25) operating results total \$1,697,076.

November aeronautical revenues increased by 8% on a year-over-year monthly comparison. The increase was generated by an increase in the quantities of fuel sold (48%) and lease income (12%). November non-aeronautical revenues decreased by 10%.

Operating expenditures for November decreased by 4% and totaled \$2,320,034. The decrease is attributed to a lower cost of goods sold for aviation fuel. November 2023 financials also included a one-time payment for a discount fuel program.

Fiscal-year-to-date operating expenditures are 6% under budget.

MGAA staff is now working on the FY26 combined Operating and Capital Budget.

## Active/Pending Solicitations

TYPE OF SOLICITATION	Number	Title	Anticipated Contract Award
Request for Qualifications	2025-003-RFQ	South Apron Aeronautical Development	March 2025

## **Future Solicitations**

TYPE OF SOLICITATION	Number	Title	Scheduled for Release
Invitation to Bid	2025-005-IFB	Fire Tank Valves Replacement	January 2025
Request for Proposals	2025-004-RFP	Airport Website Redesign	January 2025
Request for Qualifications	2025-006-RFQ	Air Service Development Consulting Services	January 2025

## **Airport Operations**

## Airport Authority Board Votes to Rename Airport



The Airport Authority Board of Directors voted at their December 17<sup>th</sup> board meeting to rename the Airport **Mesa Gateway Airport**. Board Chairman and Queen Creek Mayor Julia Wheatley said, "the name change reflects the tremendous growth and economic vitality of the East Valley."



## Twice-Weekly Nonstop Service to Colorado Springs Begins on February 12th

Beginning February 12, 2025, Allegiant will offer twiceweekly nonstop service from Mesa Gateway Airport (Airport, Gateway Airport) to Colorado Springs, CO. The Colorado Springs area beckons all types of travelers, but if you're a nature lover and adventurer, you'll especially enjoy visiting Pikes Peak. Each year, visitors from around the world grab their hiking boots and cameras and explore natural sights like awe-inspiring Pikes Peak, Royal Gorge, Seven Falls, and Garden of the Gods.

Sports enthusiasts should stop by the state-of-the-art U.S. Olympic & Paralympic Training Center or the U.S. Olympic & Paralympic Museum and Hall of Fame – a must-visit for fans of the Olympic Games.

For more information and to book your trip to Colorado Springs, please visit <u>www.allegiantair.com</u>.

PASSENGER COUNTS			November			% Change		FY	(TD	% Change																	
			20	23	2024		U		FY24	FY25	8																
	ТОТ	'AL	156	,125	155,12	55,126 -1%		683,425	700,935	3%																	
Passengers	Depl	aned	78,	559	78,58	7	0%		346,965	358,671	3%																
	Enpl	aned	77,	566	76,53	39 -1%			336,460	342,264	2%																
Allegiant	Sche	duled	151	,533	148,91	10	-2%		675,198	688,804	2%																
Sun Country	Sche	duled	4,5	592	6,210	5	35%		35%		8,227	12,131	47%														
OPERATIO			Nove	November		0/2	% Change		FYT	% Change																	
OFERATIO	113	202	3	2	024	/0	Change		FY24 FY25		70 Change																
Air Carrier		1,09	98	1,	,131	3%			4,740	5,474	15%																
Military		272	2	1	69		-38%		-38%		-38%		-38%		-38%		-38%		-38%		-38%		-38%		1,082	833	-23%
General Aviation	n	23,7	51	23	,104		-3%		111,993	120,742	8%																
TOTAL		25,1	21	24	,404	-3%			117,815	127,049	8%																

CALLERS	Nov	ember	FYTD			
	2023	2024	FY24	FY25		
Total	25	<mark>16</mark>	60	41		
AIRCRAFT	Nove	mber	FY	TD		
TYPE	2023	2024	FY24	FY25		
	Callers	Callers	Callers	Callers		
Commercial	6	6	29	17		
GA Total	5	6	14	18		
Helicopter	14	4	17	6		
Military	0	0	0	0		
Total	25	16	60	41		

## Community Noise Report

MGAA received communications from a total of 16 individuals regarding aircraft noise issues during the month of November 2024, compared to 25 individuals last November.

LOCATION	Nove	mber	FYTD				
	2023	2024	FY24	FY25			
Mesa	2	3	13	9			
Gilbert	15	9	29	22			
Gold Canyon	0	0	0	0			
Queen Creek	6	3	15	4			
Queen Valley	1	0	2	3			
Apache Junction	0	1	0	1			
San Tan Valley	1	0	1	1			
Chandler	0	0	0	0			
Florence	0	0	0	1			
Goodyear	0	0	0	0			
Phoenix	0	0	0	0			
Tempe	0	0	0	0			
TOTAL	25	16	60	41			

## **Gateway Aviation Services**

Each month, Gateway Aviation Services, the Airport Authority owned and operated fixed base operator (FBO) reports the number of gallons of fuel sold in a variety of categories. Highlights for November 2024 include a 40% increase in AvGas, a 61% increase in Retail Jet A, and a 5% increase in Commercial fuel. For the month of November, Gateway Airport's FBO pumped more than 1.47 million gallons of aviation fuel, a three percent decrease compared to last November. YTD25, the Airport has pumped 6,955,977 gallons of aviation fuel, two percent more than the same time period last fiscal year.

FUEL (Gallons)	November			FYTD					
. ,	2023	2024	% Change	FY24	FY25	% Change			
AvGas	35,982	50,378	40%	173,004	249,180	44%			
Retail Jet A	58,014	93,583	61%	270,948	410,143	51%			
Contract	308,798	187,239	-39%	1,665,030	1,227,847	-26%			
Commercial	1,075,978	1,107,067	3%	4,640,371	5,000,383	8%			
Cargo	32,523	34,040	5%	74,042	68,424	-8%			
TOTAL	1,511,295	1,472,307	-3%	6,823,395	6,955,977	2%			

## **Business Development**

## Gulfstream's West Coast Service Center Celebrates Grand Opening

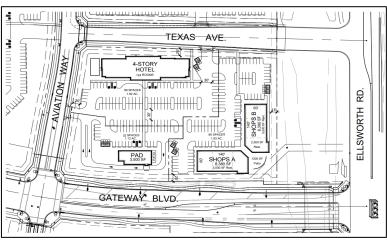


VIP's Cut the Ribbon on Gulfstream's New Facility

If you were traveling on Ellsworth Road in Mesa on the morning of January 9<sup>th</sup> and saw lots of excitement happening over at Gulfstream's new West Coast Service Center, it's because they were celebrating the official Grand Opening/Ribbon Cutting for their new 225,000 sq. ft. world-class aircraft maintenance facility. Many federal, state, and local elected officials and VIP's were in attendance to help officially open Gulfstream's newest U.S. facility.

## Gateway East Master Development Planning Hotel and Retail Space

The Boyer Company, Gateway Airport's master development partner for the 273acre Gateway East Airport Business Park located on the east side of the Airport, is working with the City of Mesa on their next big development project. The parcel is strategically located at the intersection of Ellsworth Road and Gateway Blvd. and includes a four-story, 124-room hotel, two 8,000+ sq. ft. retail shops, and a 3,500 sq. ft. pad for a possible restaurant.



Gateway East Commercial/Retail Development

## Walls Going Up at Gateway Commerce Center III



Wall Fabrication for Gateway Commerce Center III

Another exciting project currently underway at Gateway Airport is the two industrial buildings being constructed at the corner of Sossaman Road and Velocity Way. Gateway Commerce Center III totals approximately 98,000 sq. ft. of premium flex industrial space located adjacent to SkyBridge Arizona and across the street from ASU's future Polytechnic Research Park. The project is being developed by David Wetta and Paul Salinas who have developed other Airport projects.

## Engineering, Planning, and Facilities

## Airport Entrance Road Monument Sign Getting Makeover



Footings and Framing for New Entrance Sign

Work has begun on the installation of the Airport's new monument signs at the intersection of Ray and Sossaman Roads. The new design uses concrete, steel, lighting, and levels of landscape to reflect a modern airport on the move. The impressive signs are over 22-feet tall and 53-feet long. The shape of the signs represents the action of taking off; whether it's an aircraft into flight or exciting Airport development. We hope you'll be impressed with the new Airport entrance monument sign.

## **MGAA TEAM MEMBER SPOTLIGHT**

Employee Name: Patrick Oakley Employee Title: Airfield Maintenance Shift Supervisor MGAA Department: Operations, Security, and Maintenance Years with MGAA: 25+ Years



What are your job responsibilities for MGAA? Duties consist of supervising general maintenance of the Airport airfield and landside areas including: airfield inspections, pavement/concrete repairs, painting runways/taxiways and surface markings, sweeping surface areas, mowing airfield (wildlife control), supervising/escorting contractors, landside landscape and controls maintenance, drainage and erosion control, fence repairs, hazardous weather cleanup, and emergency response.

What is your most memorable Gateway Airport moment? So many. Presidential visits- working with Bush Jr's motorcade and the Beast, vetting and escorting local media for Obama's White House Press Corps, and shaking Trump's hand at his airplane. Working on airport sets with Universal Studios for the movie The Kingdom. Most of all, ten years as Community Relations Manager leading our Gateway Aviation Day events over the years to promote commercial air service, tenant businesses, and to protect the Airport from encroachment and noise complaints.

What is something people may not know about you? I lived in Japan and Guam as an Air Force Dependent where I played high school football. I attended four different high schools graduating from Gilbert High and then ASU. I am a Private Pilot and Eagle Scout. I was voted top of my class in Gilbert Leadership Class XIV.

## Mesa Mayor Mark Freeman and Gilbert Mayor Scott Anderson Join Airport Authority Board of Directors

Mark Freeman was recently elected Mayor of the City of Mesa.

Mayor Freeman was first elected to the Mesa City Council in August 2016 as Councilmember representing District 1. He served as Vice Mayor from January 28, 2019, until January 11, 2021. He was re-elected to a second term in August of 2020.

Mayor Freeman's Mesa roots run deep, as his ancestor, Charles Crismon, was one of the founding fathers of Mesa. His family has farmed in the Valley since 1878 and Freeman continues that tradition today, growing alfalfa and sweet corn and running a summer farmer's market at Brown and Center Street. In addition to farming, he spent 31 years with the Mesa Fire and Medical Department as a Captain Paramedic before retiring in 2011.



Mayor Mark Freeman

Mark has lived in Mesa all his life. He and his wife LeeAnn have strong family values, with great love for their three children and nine grandchildren. His oldest son is currently serving in the U.S. Air Force as a Major. His other son lives in Atlanta and his daughter resides in Mesa.

Scott Anderson was recently elected Mayor of the Town of Gilbert.

Mayor Anderson was first elected to the Town Council in 2016. He has been involved in the planning and development of Gilbert as a staff member since moving here in 1988 with his wife EJ, and five children. In 2013, he retired from the Town of Gilbert.

The founding father of the Gilbert Riparian Preserve, it was his idea to transform a waste water treatment site from simple water recharge into a national award-winning project that has become one of the most popular visitor destinations in the state. The preserves have been studied and copied by communities around the world seeking to be more sustainable. While Director

of the Riparian Institute, Scott partnered with local organizations and businesses to create the Gilbert Rotary Centennial Observatory, the only dedicated public observatory in the region.

## Arizona's Travel ID Will Get You Through Airport Security After May 7, 2025

May 7, 2025 is the federal deadline for domestic airline travelers to have a federally compliant form of identification. If you plan to use your driver license or state-issued ID card for travel after that date, make an appointment at an Arizona Department of Transportation Motor Vehicle Division office to get your Arizona Travel ID.

Without the Arizona Travel ID or other form of federally compliant identification such as a valid U.S. passport, you'll risk missing an airline flight because the standard Arizona driver license and ID card will no longer be accepted at TSA checkpoints as of May 7, 2025.





## MINUTES OF THE PUBLIC MEETING OF THE PHOENIX-MESA GATEWAY AIRPORT AUTHORITY BOARD OF DIRECTORS | December 17, 2024

A public meeting of the Phoenix-Mesa Gateway Airport Authority (PMGAA, Authority) was convened on Tuesday, December 17, 2024, beginning at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona.

## Members Present

Mayor Julia Wheatley, Queen Creek Lt. Governor Regina Antone, Gila River Indian Community Mayor John Giles, Mesa Mayor Brigette Peterson, Gilbert Mayor Chip Wilson, Apache Junction \* Neither present nor represented

## Airport Staff Present

J. Brian O'Neill, Executive Director/CEO Scott Brownlee, Deputy Director/COO Chuck Odom, CFO Misty Johnson, Clerk of the Board Jill Casson Owen, Attorney

- 1. Call to Order at 9:00 a.m. (Mayor Wheatley, Chairwoman)
- 2. Roll Call
- 3. Pledge of Allegiance

## 4. Call to the Public

A public comment was made by Marc Garcia with Visit Mesa. He spoke in support of removing Phoenix from the name of the Authority and Airport.

5. Airport and Authority Name Change Discussion - City of Mesa Mayor John Giles

With the City of Phoenix removing itself as an owner of the Authority earlier this year, Mayor Giles proposes this is the right time to remove Phoenix from the Authority and Airport name.

6. Resolution No. 24-58 – Authorizing changing the Airport Authority name to Mesa Gateway Airport Authority and changing the Airport name to Mesa Gateway Airport, effective December 17, 2024, and to authorize Airport staff to take the necessary steps towards implementing the name change, including preparation of the legal document amendments, rebranding with the new name, coordinating with state and federal aviation officials, and updating the name with industry and business organizations.

Mayor John Giles moved to approve Resolution No. 24-58. Mayor Chip Wilson seconded the motion. The motion was carried 4-1.

- 7. Executive Director's Report J. Brian O'Neill, A.A.E., Executive Director/CEO Executive Director O'Neill provided a briefing on various Airport projects.
  - Allegiant will begin twice-weekly nonstop service from Mesa Gateway Airport (Airport, Gateway Airport) to Colorado Springs, CO starting in Q1 2025.
  - Allegiant's spring 2025 schedule includes a 35% year-over-year increase in March flights and a 32% year-over-year increase in April flights.

Phoenix-Mesa Gateway Airport Authority Board of Directors Meeting Minutes Tuesday, December 17, 2024 Page 2 of 3

- TSA has committed to providing adequate staffing levels during the Christmas holiday season so as not to disrupt travelers with long lines at the security checkpoint.
- Terminal concession revenue per enplaned passenger continues to climb even with relatively flat passenger activity over the past year.
- Virgin Galactic's hangar and manufacturing facility are complete. The hangar will house the mothership and the manufacturing facility will begin production of the six-passenger Delta spaceships in Q1 2025.
- Gulfstream Aerospace has opened their new West Coast Service Center. This state-of-the-art facility will host a Grand Opening Ribbon-Cutting Event for January 9, 2025. This is a private event by invitation only.
- SkyBridge Arizona is a 360-acre master development project offering both aeronautical and nonaeronautical private development opportunities. SkyBridge has completed the construction of two 250,000 sq. ft. flex industrial buildings designed to accommodate single and multi-tenant users, a 53,000 sq. ft. industrial building, an 82,500 sq. ft. hangar and various roadways and utility infrastructure across the site.
- Gateway East is a 273-acre Airport Business Park located on the east side of the Airport. Construction of a 275,000 sq. ft. manufacturing facility for Gateway East's first tenant, XNRGY Climate Systems, is currently underway. The horizontal infrastructure – roadways, utilities, and landscaping - is progressing. Gateway Boulevard and Aviation Way are now open. The developer, The Boyer Company out of Salt Lake City is working with the City of Mesa for predesign of a five-acre development at the intersection of Ellsworth Road and Gateway Boulevard that will include a hotel, two retail buildings and a restaurant.
- Gateway Commerce Center III is being developed along the southeast corner of Sossaman Road and Velocity Way. This project is two industrial buildings totaling just less than 100,000 sq. ft. Vertical construction will begin in January.
- Thanks to continued strong support from the FAA, the substantial reconstruction of Runway 12R-30L will be completed over the next two years. Phase I began in October 2024. Once the southern portion is completed, Phase II, the northern half of Runway 12R-30L, will be reconstructed. All of the concrete is being removed, crushed, and reused as the base course before pouring 16" of new concrete. This important infrastructure project totals approximately \$45MM.
- PMGAA is updating the signage for the front entrance of the Airport at the intersection of Ray and Sossaman Roads. A new monument sign, landscaping, irrigation, and lighting will be in place by the end of March 2025.
- The demolition of several old Airport buildings has created a new aeronautical development opportunity at the south end of the Airport. In September a Request for Qualifications (RFQ) for the ± 8.00 acres of property designated for aeronautical redevelopment was released. The evaluation panel will meet on January 7, 2025 to review all qualified submittals.

## 8. Consent Agenda

- a) Minutes of the Board Meeting held on October 15, 2024.
- b) Resolution No. 24-59 Authorizing an amendment to the Board of Director's Procurement Policy 22-01.

- c) Resolution No. 24-60 Authorizing the revised Airport Rates and Charges schedule with an effective date of January 1, 2025.
- d) Resolution No. 24-61 Authorizing an Authorization of Services with Kimley-Horn & Associates (Kimley-Horn) for Design Services for the Airfield Electrical Upgrades Project, in an amount not to exceed \$55,087.73 under CIP 1318.
- e) Resolution No. 24-62 Authorizing the Executive Director/CEO and/or delegate to negotiate and for the Executive Director/CEO to execute an Air Carrier Operating Agreement with Allegiant Air, LLC for commercial air service at the Airport.
- f) Resolution No. 24-63 Authorizing an Authorization of Services with Combs Construction Company, Inc. (Combs) for Construction of the Vehicle Service Road, in an amount not to exceed \$595,515 under CIP1322.

Mayor Brigette Peterson moved to approve the Consent Agenda. Mayor Chip Wilson seconded the motion. The motion was carried unanimously.

**10.** Board Member Comments/Announcements.

Chairwoman Wheatley thanked Mesa Mayor John Giles for his years of service as a member of the PMGAA Board of Directors from 2015 through 2024. She also thanked Gilbert Mayor Brigette Peterson for her years of services as a member of the PMGAA Board of Directors from 2021 through 2024.

**11.** Next Meeting: Tuesday, January 21, 2025 at 9:00 a.m. in the Board Room (Saguaro A&B) of the Gateway Administration Building, 5835 S Sossaman Road, Mesa, Arizona. Members of the Phoenix-Mesa Gateway Airport Authority may attend either in person or by audioconference.

## 12. Adjournment.

The meeting adjourned at 9:44 a.m.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_.

Misty Johnson, Clerk of the Board



Mesa Gateway Airport Authority 5835 S Sossaman Road Mesa, Arizona 85212-6014 www.gatewayairport.com

## **Board Action Item**

Re: Resolution 25-01

To:	Board of Directors
From:	Art Montoya, Information Technology Director
Through:	Chuck Odom, CFO
	J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject:	Common Use Passenger Processing System – ARINC Incorporated, a part of Collins
	Aerospace, CIP 1290
Date:	January 21, 2025

## **Proposed Motion**

To authorize a contract with ARINC Incorporated, a part of Collins Aerospace (Collins) in an amount not to exceed \$1,500,000 for equipment and installation services for the Airport's Common Use Passenger Processing System (CUPPS) and for five years (a three-year base term with two optional one-year extensions) of support and maintenance services in an amount not to exceed \$403,122.36.

## Narrative

Mesa Gateway Airport Authority (MGAA) provides a Common Use System to support airline operations from 11 gates and 16 2-position check-in counters for a total of 32 ticketing stations. As part of the CUPPS solution, MGAA utilizes a Content Management System (CMS) and Flight Information Display System (FIDS) throughout the terminal to provide timely information to passengers as well as a Resource Management System (RMS) to manage its operational resources, including gates, stands, check-in counters, and ground handling equipment. A contract and billing solution is also integrated with the CUPPS. In addition to software, the CUPPS includes hardware such as computers, printers, and scanners utilized at the ticket counters and gate counters.

The current system in use at MGAA has been deprecated. While the software systems are still supported by the vendor, on a reduced basis, no new updates or patches will be developed. Additionally, system hardware components in the terminal complex are approaching eight years of service and hardware failures have necessitated replacement of the hardware components. The replacement solution will bring the Airport to current software versions and includes the replacement of all computer hardware and software.

A Request for Proposals, 2024-015-RFP, for an Airport CUPPS, was issued on 3/26/2024 and advertised in the Arizona Business Gazette on 4/4, 4/11, 4/18, 4/25/24. It was also posted on the AzAA, ACC, ACI-NA, and SWAAAE websites, as well as the Mesa Gateway Airport Authority Website. In addition, the RFP was emailed to 7 prospective vendors. Proposals were received, on 5/23/24, from five (5) vendors.

AeroCloud Systems, Inc. & PM Technologies, Inc. Amadeus Airport IT Americas, Inc. Collins Aerospace (ARINC Inc.) Embross USA, Inc. SITA Information Networking Computing USA, Inc. Page 2 of 2: BAI - Common Use Passenger Processing System – ARINC Incorporated, a part of Collins Aerospace, CIP 1290

The Evaluation Panel reviewed all submitted proposals and selected three (3) Offerors - Amadeus, Collins, and SITA - for further consideration. These vendors were invited to conduct product demonstrations and participate in interviews. Following the evaluation of their proposals, product demonstrations, interview responses, and overall performance against the evaluation criteria, the Panel recommended Amadeus for the award.

Subsequently, airport staff engaged in negotiations with Amadeus to establish a fair and beneficial contract. However, after three months, negotiations were terminated when both parties were unable to reach an agreement on key terms, including the implementation timeline and customer support matters.

The Airport's RFP permits staff to continue negotiations with the next highest-ranked Offerors until an agreement is finalized or the solicitation is canceled. As Collins was ranked second, negotiations commenced with them in November 2024. Both parties have since reached an agreement regarding the CUPPS and the associated support and maintenance services.

## **Fiscal Impact**

The purchase of the equipment and installation services is included in the FY25 capital budget and is funded with CIP 1290, using non-grant funds. The support and maintenance fees are included in subsequent years operating budgets.

## Attachment(s) Master Airport Services Agreement



## **RESOLUTION NO. 25-01**

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

WHEREAS the Authority desires to authorize a contract with ARINC Incorporated, a part of Collins Aerospace (Collins) in an amount not to exceed \$1,500,000 for equipment and installation services for the Airport's Common Use Passenger Processing System (CUPPS) and for five years (a three-year base term with two optional one-year extensions) of support and maintenance services in an amount not to exceed \$403,122.36;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes a contract with ARINC Incorporated, a part of Collins Aerospace (Collins) in an amount not to exceed \$1,500,000 for equipment and installation services for the Airport's Common Use Passenger Processing System (CUPPS) and for five years (a three-year base term with two optional one-year extensions) of support and maintenance services in an amount not to exceed \$403,122.36. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 21st day of January, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Benjamin Hawkins, Attorney

CULLEO 



Mesa Gateway Airport Authority 5835 S Sossaman Road Mesa, Arizona 85212-6014 www.gatewayairport.com

## **Board Action Item**

Re: Resolution 25-02

To:	Board of Directors
From:	Art Montoya, Information Technology Director
Through:	Chuck Odom, CFO
	J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject:	Cyber Security Software and Services – Advanced Network Management, Inc.
Date:	January 21, 2025

## **Proposed Motion**

To authorize the purchase of cyber security software and services from Advanced Network Management, Inc. (ANM) over a three-year period in an amount not to exceed \$223,285.12.

## Narrative

The Mesa Gateway Airport Authority's (MGAA's) Information Technology Service (ITS) Department ensures the Airport's operational and cyber security postures meets industry standards and governmental requirements. In accordance to National Institute of Standards and Technology (NIST) Framework 2.0, MGAA is enhancing its cyber security monitoring.

Airport ITS staff has selected ANM to provide 24x7 managed network detection and response. This will greatly enhance the Airport's ability to rapidly detect and respond to potential cybersecurity threats.

As a qualified member of the Arizona Department of Administration State Procurement Office (ADSPO), MGAA is able to procure goods and services under state contracts that have been competitively bid. Under ADSPO, Carahsoft Technology Corporation, in partnership with ANM, was awarded Contract #CTR046098 and it is through this competitive selection that MGAA will utilize ANM to purchase the software and services. This contract is available upon request.

The not to exceed amount includes an additional 10% (\$20,298.65) for increases in taxes and any unforeseen shipping costs over the three-year period. The fees will be paid on an annual basis.

## **Fiscal Impact**

This purchase is included in the respective fiscal year's operating budgets.

Attachment(s) Quote



## **RESOLUTION NO. 25-02**

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

WHEREAS the Authority desires to authorize the purchase of cyber security software and services from Advanced Network Management, Inc. (ANM) over a three-year period in an amount not to exceed \$223,285.12;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes the purchase of cyber security software and services from Advanced Network Management, Inc. (ANM) over a three-year period in an amount not to exceed \$223,285.12. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 21st day of January, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Benjamin Hawkins, Attorney

## anm

#### Advanced Network Management, Inc 1355 N Scottsdale Rd, Suite 380 Scottsdale, Arizona 85257

#### James Arnold +1 (480) 385-0612

james.arnold@anm.com

Quote #: QT-000085420

#### Phoenix-Mesa Gateway Airport 6033 South Sossaman Road Mesa A7 85212 Contract Number: AZ AR2472 CTR046098 Art Montoya 480-988-7627 amontoya@gatewayairport.com

#### Phoenix-Mesa Gateway Airport - Arctic Wolf - Plus

	Phoenix-Mesa Gateway Airport - Arctic Wolf - Plus										Quote Expiration	January 6, 2025 January 24, 2025
Part Number	Description	Start Date	End Date	Term(M)	Qty	l	ist Price	Extended LF	Discount%		Price	Extended Price
AW-PLUS-USER-SILVER	Arctic Wolf Plus User License -Silver Start Date: 3/1/2025 End Date: 02/28/2026	3/1/2025	2/28/2026	12	130	\$	295.00	\$ 38,350.0	0 25.00%	\$	221.26 \$	28,763.80
AW-PLUS-SERVER-SILVER	Arctic Wolf Plus Server License - Silver Start Date: 3/1/2025 End Date: 02/28/2026	3/1/2025	2/28/2026	12	54	\$		\$ 15,930.0		\$	221.26 \$	11,948.04
AW-MDR-1YR	Arctic Wolf MDR Log Retention - 1 year Start Date: 3/1/2025 End Date: 02/28/2026	3/1/2025	2/28/2026	12		\$	14.40			\$	10.80 \$	1,987.20
AW-MDR-EXPLR	Arctic Wolf MDR Data Exploration Start Date: 3/1/2025 End Date: 02/28/2026 Arctic Wolf 200 Series Sensor - 2 x 10G Multi-mode fiber SFP+ modules with LC connector Start	3/1/2025	2/28/2026	12	184	Ş	30.00	\$ 5,520.0	0 25.00%	\$	22.50 \$	4,140.00
AW-MDR-2XX-S-10G	Date: 3/1/2025 End Date: 02/28/2026	3/1/2025	2/28/2026	12	2	\$	4,500.00	\$ 9,000.0	24.94%	s	3,377.67 \$	6,755.34
AW-MDR-0365	Arctic Wolf MDR Office 365 user license Start Date: 3/1/2025 End Date: 02/28/2026	3/1/2025	2/28/2026	12	130	ŝ		\$ 2,925.0		ŝ	16.88 \$	2,194.40
AW-IR-JSR-B-491	Arctic Wolf IR JumpStart Retainer Start Date: 3/1/2025 End Date: 02/28/2026 Arctic Wolf Security Operations Warranty - 1M (Enrollment Required) Start Date: 3/1/2025 End	3/1/2025	2/28/2026	12	1	\$		\$ 6,000.0		\$	3,125.00 \$	3,125.00
AW-WARRANTY-1000	Date: 02/28/2026	3/1/2025	2/28/2026	12	1	\$		s -	-	Ś	- Ś	
AW-PLATFORM-BASE	Arctic Wolf Base Platform Start Date: 3/1/2025 End Date: 02/28/2026	3/1/2025	2/28/2026	12	1		15,000.00		0 87.50%	ŝ	1,875.00 \$	1,875.00
AW-OB	Arctic Wolf Onboarding				1			\$ 500,000.0		\$	- \$	-
							ļ	Year	1 \$ 60,788.7	8		
	Arctic Wolf Plus User License -Silver Arctic Wolf Networks, Inc AW-PLUS-USERSILVER Start Date:			12					21.24%			
AW-PLUS-USER-SILVER- 491	03/01/2026 End Date: 02/28/2027	3/1/2026	2/28/2027	12	130	\$	295.00	\$ 38,350.0	D 21.24%	\$	232.33 \$	30,202.90
AW-PLUS-SERVERSILVER- 491	Arctic Wolf Plus Server License - Silver Arctic Wolf Networks, Inc AW-PLUS-SERVERSILVER Start Date: 03/01/2026 End Date: 02/28/2027	3/1/2026	2/28/2027	12	54	\$	295.00	\$ 15,930.0	0 21.24%	\$	232.33 \$	12,545.82
AR2472-AWN001-062420 -016	Arctic Wolf MDR Log Retention - 1 year Arctic Wolf Networks, Inc AW-MDR-1YR Start Date: 03/01/2026 End Date: 02/28/2027	3/1/2026	2/28/2027	12	184	ć	14.40	\$ 2,649.6	21.25%	s	11.34 \$	2,086.56
	Arctic Wolf MDR Data Exploration Arctic Wolf Networks, Inc AW-MDR-EXPLR Start Date:			12					21 27%	*		
AW-MDR-EXPLR-491	03/01/2026 End Date: 02/28/2027	3/1/2026	2/28/2027		184	\$	30.00	\$ 5,520.0	D	\$	23.62 \$	4,346.08
AR2472-AWN001-060820 -005	Arctic Wolf 200 Series Sensor - 2 x 10G Multimode fiber SFP+ modules with LC connector Arctic Wolf Networks, Inc AW-MDR-2XX-S-10G Start Date: 03/01/2026 End Date: 02/28/2027	3/1/2026	2/28/2027	12	2	ŝ	4,500.00	\$ 9,000.0	21.25%	s	3,543.75 \$	7,087.50
	Arctic Wolf MDR Office 365 user license Arctic Wolf Networks, Inc AW-MDR-O365 Start Date:			12					21 29%			
AR2472-AWN001-060820 -030	03/01/2026 End Date: 02/28/2027 Arctic Wolf IR JumpStart Retainer Arctic Wolf Networks, Inc AW-IR-JSR-B-491 Start Date:	3/1/2026	2/28/2027		130	\$	22.50	\$ 2,925.0	D	\$	17.71 \$	2,302.30
AW-IR-JSR-B-491	03/01/2026 End Date: 02/28/2027 Arctic Wolf Security Operations Warranty - 1M (Enrollment Required) Arctic Wolf Networks, Inc	3/1/2026	2/28/2027	12	1	\$	6,000.00	\$ 6,000.0	45.31% D	\$	3,281.25 \$	3,281.25
AW-WARRANTY-1000- 491	AW-WARRANTY-1000 Start Date: 03/01/2026 End Date: 02/28/2027	3/1/2026	2/28/2027	12	1	\$		\$-	-	\$	- \$	
AW-PLATFORM-BASE- 491	Arctic Wolf Base Platform Arctic Wolf Networks, Inc AW-PLATFORM-BASE Start Date: 03/01/2026 End Date: 02/28/2027	3/1/2026	2/28/2027	12	1	\$	15,000.00	\$ 15,000.0	86.88%	\$	1,968.75 \$	1,968.75
							1	Year	2 \$ 63,821.1	16		
AW-PLUS-USER-SILVER- 491	Arctic Wolf Plus User License -Silver Arctic Wolf Networks, Inc AW-PLUS-USERSILVER Start Date:03/01/2027 End Date: 02/29/2028	3/1/2027	2/29/2028	12	130	s	295.00	\$ 38,350.0	17.31%	s	243.94 \$	31,712.20
	Arctic Wolf Plus Server License - Silver Arctic Wolf Networks, Inc AW-PLUS-SERVERSILVER Start			12					17 31%	s		
AW-PLUS-SERVERSILVER- 491	Date:03/01/2027 End Date: 02/29/2028 Arctic Wolf MDR Log Retention - 1 year Arctic Wolf Networks, Inc AW-MDR-1YR Start	3/1/2027	2/29/2028	12	54	Ş	295.00	\$ 15,930.0	u 17.36%		243.94 \$	13,172.76
AR2472-AWN001-062420 -016	Date:03/01/2027 End Date: 02/29/2028 Arctic Wolf MDR Data Exploration Arctic Wolf Networks, Inc AW-MDR-EXPLR Start	3/1/2027	2/29/2028		184	\$	14.40	\$ 2,649.6	D	\$	11.90 \$	2,189.60
AW-MDR-EXPLR-491	Date:03/01/2027 End Date: 02/29/2028	3/1/2027	2/29/2028	12	184	\$	30.00	\$ 5,520.0	D 17.33%	\$	24.80 \$	4,563.20
	Arctic Wolf 200 Series Sensor - 2 x 10G Multimode fiber SFP+ modules with LC connector Arctic			12					17.31%			
AR2472-AWN001-060820 -005	Wolf Networks, Inc AW-MDR-2XX-S-10G Start Date:03/01/2027 End Date: 02/29/2028	3/1/2027	2/29/2028		2	\$	4,500.00	\$ 9,000.0	D	\$	3,720.94 \$	7,441.88
	Arctic Wolf MDR Office 365 user license Arctic Wolf Networks, Inc AW-MDR-O365 Start			12					17.33%			
AR2472-AWN001-060820 -030	Date:03/01/2027 End Date: 02/29/2028 Arctic Wolf IR JumpStart Retainer Arctic Wolf Networks, Inc AW-IR-JSR-B-491 Start	3/1/2027	2/29/2028		130	\$	22.50	\$ 2,925.0	D	\$	18.60 \$	2,418.00
AW-IR-JSR-B-491	Date:03/01/2027 End Date: 02/29/2028	3/1/2027	2/29/2028	12	1	\$	6,000.00	\$ 6,000.0	42.58%	\$	3,445.33 \$	3,445.33
	Arctic Wolf Security Operations Warranty - 1M (Enrollment Required) Arctic Wolf Networks, Inc			12						, ,		
AW-WARRANTY-1000- 491	AW-WARRANTY-1000 Start Date:03/01/2027 End Date: 02/29/2028 Arctic Wolf Base Platform Arctic Wolf Networks, Inc AW-PLATFORM-BASE Start	3/1/2027	2/29/2028		1	\$	-	\$ -	06 330	\$	- \$	-
AW-PLATFORM-BASE- 491	Date:03/01/2027 End Date: 02/29/2028	3/1/2027	2/29/2028	12	1	\$	15,000.00	\$ 15,000.0	D 86.22%	\$	2,067.20 \$	2,067.20

Year 3 \$ 67,010.17

Sub-Total	\$ 191,620.11
Estimated Taxes	\$ 11,366.36
Shipping Costs	\$ -
Grand Total	\$ 202,986.47

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

This quote is governed by the terms and conditions of the following contract: AZ AR2472 CTR046098.

MI software and/or hardware is subject to manufacture terms and conditions. Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except in the event of insufficient appropriations made available by federal and/or state legislature, or as otherwise prohibited by court order or law.

Prices shown may NOT include all applicable taxes and shipping charges.

All prices subject to change without notice. Supply subject to availability.

Taxes and Shipping costs are estimates and Customer agrees to a put the actual tax and shipping costs due as listed on the applicable invoice. Customer agrees to supplement their PO issued to ANM if necessary to authorize payment of actual invoiced taxes and shipping costs. NTTC required for non-taxable sales.

Amounts shown for Consumption-based products and services are estimates only, and Customer agrees to pay for invoiced amounts based on actual consumption. Customer agrees to supplement their PO issued to ANM as necessary to authorize payment of actual consumption-based costs.

Expedited shipping is subject to an additional charge.

Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturere terms and conditions. Credit card payments will be subject to a 3% surcharge, which is not greater than our total cost of accepting credit cards and is not applied to debit card payments.

Purchase Orders should be issued to:

Advanced Network Management, Address: 1355 N Scottsdale Road, Suite 380 Scottsdale, AZ 85257 AZ Tax ID #20480621

#### Federal Tax ID # 85-0427142 || DUNS # 83-909-5247

Credit: Net 30 Days (all credit terms subject to prior ANM credit approval)

Customer Signature

Title

Date

# **CINP** Terms and Conditions

These Terms and Conditions ("Agreement") apply to hardware and software (collectively, "Products") and services ("Services") that you ("Customer") purchase from Advanced Network Management, Inc. or its affiliates (collectively, "ANM"). Products that are manufactured by third-party vendors ("Manufacturers") and associated Services provided by such Manufacturers may be subject to additional terms which are available at https://anm.com/eulas-and-product-warranties/ ("Manufacturer's Terms") and incorporated into this Agreement by reference. Customer accepts this Agreement unless it has a separate signed agreement in which case that separate agreement will take precedence with the exception of the Manufacturer's Terms.

1. ORDERS. Customer may purchase Products and/or Services from ANM by signing an ANM-provided quote ("Quote"), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM in writing including, without limitation, in a Statement of Work (collectively, "Orders").

2. TERM. If Products or Services are provided on a subscription basis, ANM shall provide them from the initial date and for the period listed in the Order ("Initial Term"). Products or Services subject to a term that exceeds 12-months (e.g. 3-year subscription) ("Multi-Year Subscriptions") are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds. ANM reserves discretion to divide the payment for a Multi-Year Subscription into several payments as a convenience for Customer. Following the Initial Term, the Products or Services will automatically renew for a term equivalent in length to the then-expiring term ("Renewal Term") unless notice is provided to ANM at least 30 days prior to the end of the current term. Any Customer that is a government entity subject to non-appropriation of funds may terminate Products or Services that are subject to a Renewal Term by providing ANM notice at any time prior to the start of the

3. PRICE. Prices provided on a Quote are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.

4. PAYMENT. Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. A service charge of 1.5% per month may be added to all past due balances until collected. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys' fees and costs.

5. SHIPPING. ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM's surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM's shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.

6. PRODUCT RETURNS; Products are non-returnable and the prices and fees associated therewith will be non-refundable except as permitted in this Section. Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process ("RMA"). Products damaged after shipment may not be returned. Customer is responsible for complying with all Manufacturer return requirements and Customer agrees that any return may be subject to an ANM restocking fee plus shipping costs which it authorizes ANM to offset against any amounts to be credited to Customer's ANM account. If Customer has not yet paid for the Product(s), ANM may invoice Customer for the restocking fee.

7. SECURITY INTEREST. Customer agrees that ANM shall have a purchase money security interest in all Products supplied to Customer by ANM under this Agreement until all payments due ANM for said Products are paid in full. ANM shall have the right to file in any state or local jurisdiction such financing statements as ANM deems necessary to perfect its purchase money security interest hereunder. Upon request by ANM, Customer hereby agrees to execute all documents necessary to secure ANM's purchase money security interest. Customer also agrees that this Agreement may be filed by ANM in any state or local jurisdiction as a financing statement (or as other evidence of ANM's purchase money security interest).

8. WARRANTIES. . Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer's Terms; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products and Services. Product warranties and warranties for Services performed by the Manufacturer (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable warranties and indemnifications with respect to Products and Services performed by Manufacturers, which shall be Customer's sole and exclusive remedy relating to such Products and Services. With respect to Services performed by ANM, such Services shall be performed in a diligent, professional and workmanlike manner conforming to the requirements of the applicable Order. WITH THE EXCEPTION OF THE

9. INDEMNIFICATION. Unless prohibited by law, Customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys' fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED: (A) IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES; (B) THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT AND SERVICES PERFORMED BY MANUFACTURERS WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN; AND (C) THE MAXIMUM LIABILITY OF ANM WITH

11. DISPUTES. The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction's laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.

12. NOTICES. Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.

**13. SEVERABILITY.** Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.

14. ENTIRE AGREEMENT. This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.

Page 2



Mesa Gateway Airport Authority 5835 S Sossaman Road Mesa, Arizona 85212-6014 www.gatewayairport.com

## **Board Action Item**

Re: Resolution 25-03

То:	Board of Directors
From:	J. Brian O'Neill, A.A.E., Executive Director/CEO
Subject:	Marketing Allocation from City of Mesa to Allegiant Air
Date:	January 21, 2025

## **Proposed Motion**

To authorize a sole source five-year contract with Allegiant Air for Marketing Services in an amount not to exceed \$100,000 per year.

## Narrative

On December 17, 2024, the Phoenix-Mesa Gateway Airport Authority voted to rename the authority and airport Mesa Gateway Airport Authority (MGAA) and Mesa Gateway Airport (MGA), respectively. Marketing efforts are necessary to familiarize airport users with MGA's rebrand and will result in a public benefit by reducing user confusion and increasing airport revenues.

Allegiant Air operates the largest share of flights out of MGA and has a national presence. Non-Arizona consumers of Allegiant Air may not be as familiar with the City of Mesa, and thus, may be unfamiliar with MGA as a brand or confused by the name change. Allegiant Air has the largest existing marketing streams, including social media, targeted marketing, print, video, media placement, influencers, service placement, and search engine maximization, among others.

Staff recommends MGAA enter into a five-year marketing agreement with Allegiant Air to publicize MGA's rebrand. In exchange for \$100,000/year, the agreement will require Allegiant to provide marketing services designed to promote the airport's name change and familiarizing consumers with the City of Mesa. The specific scope of the services is yet to be negotiated but will be measured by well-defined written performance benchmarks and tested against public exposure data.

Marketing expenses are a customary and usual expense of MGA. To ensure that the marketing agreement does not utilize airport revenue (as defined by the Federal Aviation Administration) and because the marketing efforts will focus on the City of Mesa's association with the airport, the proposed agreement will be funded by the City of Mesa's annual contribution to MGAA.

The proposal would specifically not authorize monies subject to the Federal Aviation Administration to be used for payment of the Agreement.

## **Fiscal Impact**

This contract will be included in the FY26 operating budget.

Attachment(s) N/A



## **RESOLUTION NO. 25-03**

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

WHEREAS the Authority changed its name from Phoenix-Mesa Gateway Airport to Mesa Gateway Airport on December 17, 2024;

WHEREAS out-of-state users may be confused by the name change or unfamiliar with the City of Mesa relative to the City of Phoenix and the Greater Phoenix region;

WHEREAS the Authority is engaged in creating and implementing a marketing strategic plan that requires marketing services to familiarize airport users with the Airport's new name, and that such services will serve a public benefit of reducing confusion by public users, increasing Authority revenues, and general economic development and tourism in municipalities that are members of the Authority;

WHEREAS Allegiant Air is the largest air carrier transporting passengers from and to the Mesa Gateway Airport and, amongst existing carriers and other stakeholders, has the largest existing marketing streams, including social media, targeted marketing, print, video, media placement, influencers, service placement, and search engine maximization, among others;

WHEREAS Allegiant Air's marketing efforts reach millions of potential passengers that are interested in travelling to the Greater Phoenix region;

WHEREAS, the Authority seeks to leverage Allegiant Air's existing marketing streams as a part of its marketing strategic plan and to ensure consistency in advertising and public information deliverables, while avoiding confusion within the marketplace or public awareness;

WHEREAS the Authority desires to authorize a five-year joint strategic marketing agreement with Allegiant Air to publicize the Airport's name change;

WHEREAS, pursuant to Resolution No.: 24-59, Procurement Policy Section VI(B), the Board has determined is only Allegiant Air is capable of providing necessary marketing services and that such services are necessary to maintain compatibility with the Authority's marketing strategy plan and, as such, a sole source determination is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

1. The Board of Directors of the Authority hereby authorizes the Authority to enter into a five-year strategic marketing agreement with Allegiant Air to publicize the Airport's name change. The Agreement may not exceed \$100,000 per year, and Allegiant Air must agree, among other provisions, to provide negotiated marketing services to promote the Airport's name change and familiarize consumers with the City of Mesa and the Greater Phoenix region. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry



out the purposes and intent of this Resolution. The Authority is not authorized to utilize revenues subject to Federal Aviation Administration regulations for payments under the Agreement.

2. The Board of Directors of the Authority hereby directs the Authority to identify other potential stakeholders that may be necessary and appropriate to enter into other marketing strategic agreements to support and perform the Authority's marketing strategic plan in support of the name change.

Passed and adopted by the Authority this 21st day of January, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Benjamin Hawkins, Attorney



Mesa Gateway Airport Authority 5835 S Sossaman Road Mesa, Arizona 85212-6014 www.gatewayairport.com

## **Board Action Item**

Re: Resolution 25-04

To: Board of Directo	ors
From: Lori Collins, Bus	siness Development Director
Through: J. Brian O'Neill,	A.A.E., Executive Director/CEO
Subject: SkyBridge Arizo	na Master Lease Adjustment Amendment – Termination of SkyB
Lot 116-B Develo	opment Lease and return to Master Lease
Date: January 21, 2025	

## **Proposed Motion**

To authorize the termination of the SkyB Lot 116-B Development Lease and to concurrently return Lot 116-B to the Master Lease Agreement.

## Narrative

The Mesa Gateway Airport Authority ("MGAA") and Mesa SkyBridge, LLC ("SkyBridge") entered into a Master Lease Agreement on April 1, 2018, for the approximately 360-acres located at the southeast corner of Sossaman Road and Velocity Way ("Property"). The Master Lease transferred leasehold control of the Property to SkyBridge but did not convey vertical development rights. As part of the Master Lease, MGAA and SkyBridge agreed to "spin out" property from the Master Lease into Development Leases as projects became ready for vertical development.

The Development Lease for Lot 116-B was effective on June 1, 2023. SkyBridge had proposed to build two buildings collectively consisting of approximately 36,000 SF on approximately 4 acres, however that project is no longer moving forward. SkyBridge has requested to terminate the Development Lease for Lot 116-B and have Lot 116-B restored to the Master Lease. Once returned to the Master Lease, the Rentable Premises is 12,655,744.65 square feet.

## Agreement and Rate

With the Termination of the Lot 116-B Development Lease and in accordance with Section 2.2.1 of the Lease, Lessee shall pay to Lessor an amount equal to the Base Rent that would have otherwise been due and payable for the Development Parcel commencing with the date the Development Parcel was removed from the Master Lease and ending with the date of Lessee's election to terminate the Development Lease. The parties agree that amount is NINE THOUSAND FORTY-ONE DOLLARS AND 60/100 CENTS (\$9,041.60). In addition, Lessee shall reimburse Lessor for reasonable negotiation costs and expenses. The parties agree that amount is THREE THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS AND 49/100 CENTS (\$3,864.49). Both are payable within TEN (10) days of full execution hereof.

## Attachment(s)

Termination Agreement Lot 116-B Development Lease; Master Lease Adjustment Amendment



## **RESOLUTION NO. 25-04**

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

WHEREAS the Authority desires to authorize the termination of the SkyB Lot 116-B Development Lease and to concurrently return Lot 116-B to the Master Lease Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

The Board of Directors of the Authority hereby authorizes the termination of the SkyB Lot 116-B Development Lease and to concurrently return Lot 116-B to the Master Lease Agreement. This resolution also authorizes the Chair or Executive Director/CEO to make such additions, deletions, and changes as may be approved by the Chair or Executive Director/CEO, necessary to carry out the purposes and intent of this Resolution.

Passed and adopted by the Authority this 21st day of January, 2025.

Julia Wheatley, Chair

ATTEST:

APPROVED AS TO FORM:

Misty Johnson, Clerk of the Board

Benjamin Hawkins, Attorney

## **TERMINATION AGREEMENT**

## (Lot 116-B Development Lease)

THIS TERMINATION AGREEMENT ("Termination Agreement") by and between MESA GATEWAY AIRPORT AUTHORITY, formerly Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized and existing under the laws of the State of Arizona ("Lessor") and SKYB LOT 116-B LLC, an Arizona limited liability company ("Lessee") is effective as of the 1st day of February, 2025 ("Termination Date").

### **RECITALS:**

**A.** Lessor and Lessee entered into that certain Development Lease, dated effective June 1, 2023 ("**Lease**") with respect to the Premises (known as Lot 116-B) as described in the Lease.

**B.** Lessee now desires to terminate the Lease, and Lessor desires to accept the surrender of the Premises and terminate the Lease, all on the terms and conditions set forth in this Termination Agreement.

### AGREEMENT:

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. <u>Capitalized Terms/Definitions</u>. Each capitalized term used in this Amendment and not defined herein shall be deemed to have the same meaning ascribed to it in the Lease.

2. <u>Termination of Lease</u>. Lessor and Lessee hereby acknowledge and agree that as of the Termination Date, the Lease and every provision thereof shall terminate and be of no further force or effect. As of the Termination Date, neither Lessor nor Lessee shall have any rights, obligations and/or liabilities under the Lease unless such right, obligation, or liability expressly survives the termination of the Lease pursuant to the terms of the Lease. All rents and other charges, if any, paid pursuant to the Lease, shall be paid and prorated as of the Termination Date.

3. <u>Binding Effect; Counterparts</u>. This Termination Agreement may be executed in any number of counterparts and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. <u>Applicable Law</u>. This Termination Agreement shall be construed in accordance with the laws of the State of Arizona.

5. <u>Effectiveness of Agreement</u>. If, concurrently with execution of this Termination Agreement, Lessor and Mesa Skybridge LLC, an Arizona limited liability company, do not mutually execute an Adjustment Amendment to Master Lease to reinclude Lot 116-B in the Master Lease dated April 1, 2018 between Lessor and Mesa SkyBridge LLC, this Termination Agreement shall be null and void.

[Remainder of Page Left Intentionally Blank]

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this Termination Agreement as of the Termination Date.

### LESSOR:

### LESSEE:

Company

**MESA GATEWAY AIRPORT AUTHORITY**, formerly Phoenix-Mesa Gateway Airport Authority, an Arizona joint powers airport authority

J. Brian O'Neill, A.A.E. Executive Director/CEO

By:

By:

Felipe Monroy Torres Manager

SKYB LOT 116-B LLC, an Arizona Limited Liability

## ADJUSTMENT AMENDMENT TO MASTER LEASE

### (Reincluding Lot 116-B)

THIS ADJUSTMENT AMENDMENT TO MASTER LEASE ("Amendment") is effective as of the 1st day of February, 2025 by and between MESA GATEWAY AIRPORT AUTHORITY, formerly Phoenix-Mesa Gateway Airport Authority, a joint powers airport authority authorized and existing under the laws of the State of Arizona ("Lessor"), and MESA SKYBRIDGE LLC, an Arizona limited liability company ("Lessee"). Lessor and Lessee may be referred to jointly as "Parties," and each separately may be referred to as a "Party."

### RECITALS

A. Lessor and Lessee are parties to that certain Master Lease dated April 1, 2018 (as amended, "Lease") covering certain property commonly known as Gateway Aerospace Park at the Phoenix-Mesa Gateway Airport, which property is more particularly described in the Lease, and referred to in the Lease and in this Amendment as "**Property**."

B. In accordance with the Lease, Development Parcel Lot 116-B was removed from the Lease and subjected to Development Lease No. 006 dated effective June 1, 2023, and Development Lease No. 006 is being terminated concurrently herewith by mutual agreement of the parties thereto by a Termination Agreement dated effective as of February 1, 2025.

C. The Parties desire to modify the Lease to reinclude Development Parcel Lot 116-B as part of the Property in accordance with Section 2.2.1 of the Lease.

**NOW, THEREFORE**, in exchange for the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. <u>Recitals</u>. The above recitals are hereby confirmed as true and correct and are reaffirmed herein.

2. <u>Base Rent Payment</u>. Within TEN (10) days after the effective date hereof, Lessee shall pay to Lessor an amount equal to the Base Rent that would have otherwise been due and payable for Development Parcel Lot 116-B in accordance with the Lease commencing with the date Development Parcel Lot 116-B was initially removed from the Property in accordance with Section 2.1 of the Lease and ending with the date of termination of Development Lease No. 006. The Parties agree that such amount is NINE THOUSAND FORTY-ONE DOLLARS AND 60/100 CENTS (\$9,041.60).

3. <u>Reimbursement</u>. Within TEN (10) days after the effective date hereof, Lessee shall reimburse Lessor for any and all reasonable Development Lease negotiation costs and expenses. The Parties agree that such amount is THREE THOUSAND EIGHT HUNDRED SIXTY FOUR DOLLARS AND 49/100 CENTS (\$3,864.49)

4. <u>Property Adjustment</u>. Development Parcel Lot 116-B, as described in **EXHIBIT A**, is hereby added to the Lease and to the Rentable Premises of the Property. As of the date of this Amendment, after adding Lot 116-B to the Lease, the Rentable Premises is 12,665,744.65 square feet.

5. <u>Miscellaneous</u>.

(a) <u>Capitalized Terms/Definitions</u>. Each capitalized term used in this Amendment and not defined herein shall be deemed to have the same meaning ascribed to it in the Lease.

(b) <u>Continuing Effect</u>. Except as specifically provided in this Amendment, the provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the Lease and this Amendment, this Amendment shall control.

(c) <u>Authority</u>. Each person executing this Amendment on behalf of a Party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Amendment on behalf of such Party and that this Amendment constitutes the legal, valid and binding obligations of such Party, its heirs, representatives, successors and assigns, enforceable against such Party or Parties in accordance with its terms.

(d) <u>Counterparts</u>. To facilitate execution of this Amendment, this Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Amendment delivered electronically by e-mail shall have the effect of an original, executed instrument. All counterparts of this Amendment shall collectively constitute a single instrument; but, in making proof of this Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto. It shall not be necessary for the signature of, or on behalf of, each Party hereto, or that the signature of all persons required to bind any such Party appear on each counterpart of this Amendment.

6. <u>Effectiveness of Agreement</u>. If, concurrently with execution of this Amendment, Lessor and SkyB Lot 116-B LLC, an Arizona limited liability company, do not execute the Termination Agreement referenced in Recital B above, this Amendment shall be null and void.

[Remainder of Page Left Intentionally Blank]

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the day and year first above written.

### LESSOR:

## MESA GATEWAY AIRPORT AUTHORITY, formerly

Phoenix-Mesa Gateway Airport Authority, an Arizona joint powers airport authority

By: \_\_\_\_\_

J. Brian O'Neill, A.A.E. Executive Director/CEO

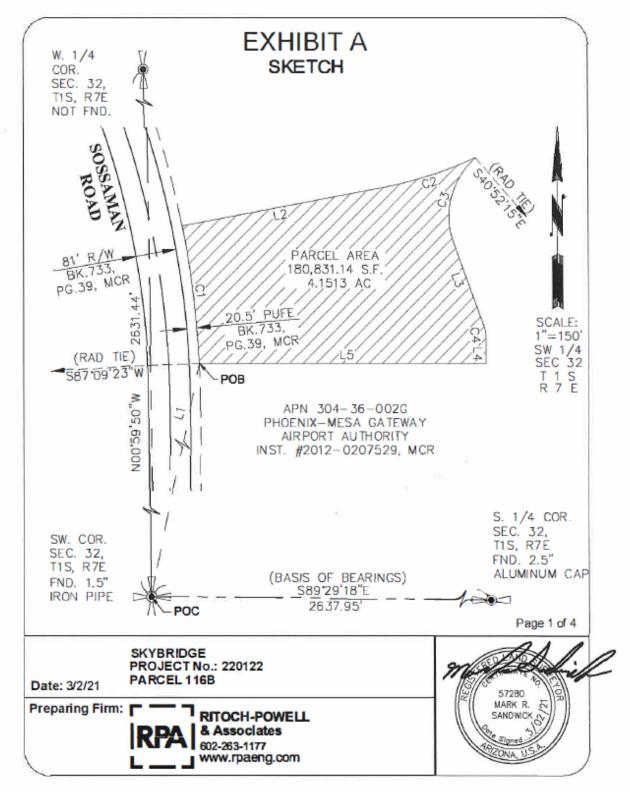
### LESSEE:

**MESA SKYBRIDGE LLC**, an Arizona limited liability company

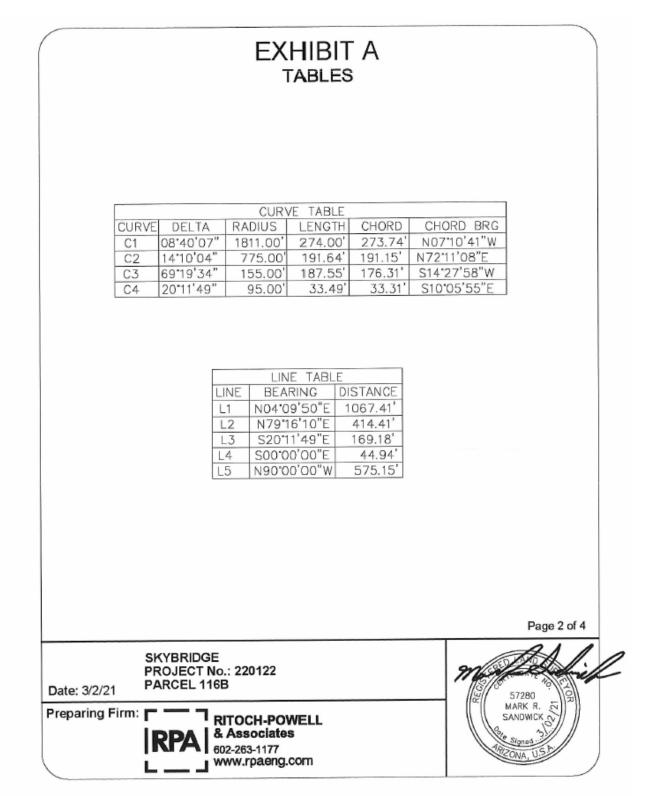
By: \_\_\_\_\_

Felipe Monroy Torres CEO

### LEGAL DESCRIPTION OF THE PROPERTY



### LEGAL DESCRIPTION OF THE PROPERTY



### LEGAL DESCRIPTION OF THE PROPERTY

## EXHIBIT A LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THAT TRACT AS CONVEYED TO PHOENIX-MESA GATEWAY AIRPORT AUTHORITY BY DEED OF RECORD IN INSTRUMENT NUMBER 2012-0207529, MARICOPA COUNTY RECORDS (MCR) AND AS SHOWN ON THAT ALTA/NSPS LAND TITLE SURVEY BY HUNTER ENGINEERING STAMPED AND SIGNED BY JERRY D. HEATH JR. ON 4/30/2018 LOCATED WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA & SALT RIVER MERIDIAN, CITY OF MESA, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32 (FND 1.5" IRON PIPE) FROM WHICH POINT THE SOUTH QUARTER CORNER THEREOF (2.5" AL CAP) BEARS S 89°29'18" E A DISTANCE OF 2637.95 FEET;

THENCE N 4°09'50" E A DISTANCE OF 1067.41 FEET TO A POINT ON THE EAST LINE OF A PUBLIC UTILITY AND FACILITY EASEMENT (PUFE) AS SHOWN ON THE MAP OF DEDICATION FOR VELOCITY WAY, SOUTH TAXIWAY CIRCLE AND SOUTH CARGO WAY RECORDED IN BOOK 733, PAGE 39, MARICOPA COUNTY RECORDS BEING THE WEST BOUNDARY LINE OF SAID ALTA/NSPS LAND TITLE SURVEY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH POINT THE RAIDIUS POINT BEARS S 87°09'23" W, THE POINT OF BEGINNING;

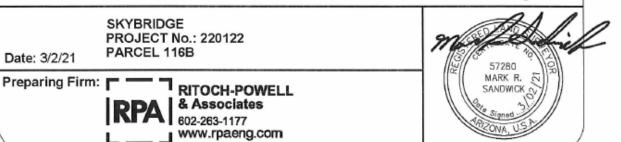
THENCE ACROSS SAID PHOENIX-MESA GATEWAY AIRPORT AUTHORITY TRACT THE REMAINING COURSES AND DISTANCES:

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT AND ALONG SAID EAST PUFE LINE HAVING A RADIUS OF 1811.00 FEET, THROUGH A CENTRAL ANGLE OF 08°40'07" AND HAVING AN ARC LENGTH OF 274.00 FEET;

THENCE N 79°16'10" E A DISTANCE OF 414.41 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET, THROUGH A CENTRAL ANGLE OF 14°10'04" AND HAVING AN ARC LENGTH OF 191.64 FEET TO A CUSP AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT FROM WHICH POINT THE RAIDIUS POINT BEARS S 40°52'15" E;

Page 3 of 4



## LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A LEGAL DESCRIPTION					
THENCE ALONG SAID NON-TANGENT CURVE TO THE LE OF 155.00 FEET, THROUGH A CENTRAL ANGLE OF 69°19 ARC LENGTH OF 187.55 FEET;	EFT HAVING A RADIUS 9'34" AND HAVING AN				
THENCE \$ 20°11'49" E A DISTANCE OF 169.18 FEET;					
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 95.00 FEET, THROUGH A CENTRAL ANGLE OF 20°11'49" LENGTH OF 33.49 FEET;	HAVING A RADIUS OF AND HAVING AN ARC				
THENCE S 00°00'00" E A DISTANCE OF 44.94 FEET;					
THENCE N 90°00'00" W A DISTANCE OF 575.15 FEET BEGINNING.	TO THE POINT OF				
THE ABOVE DESCRIBED PARCEL CONTAINS 180,831.14 S ACRES OF LAND, MORE OR LESS, INCLUDING ANY EASEM	QUARE FEET OR 4.1513 MENTS OF RECORD.				
THE BASIS OF BEARING FOR THE ABOVE DESCRIPTIONS IS S 89°29'18" E FOR THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 EAST OF THE GILA & SALT RIVER MERIDIAN, CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS SHOWN ON THE PLSS SUBDIVISION RECORD OF SURVEY-MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY RECORDED IN BOOK 609, PAGE 29, MARICOPA COUNTY RECORDS.					
	Page 4 of 4				
SKYBRIDGE PROJECT No.: 220122 Date: 3/2/21 PARCEL 116B	m Jack i				
Preparing Firm: RITOCH-POWELL & Associates 602-263-1177	ARK R. TO AN SANDWICK CO Bre Signed				
L J www.rpaeng.com					



Mesa Gateway Airport Authority 5835 S Sossaman Road Mesa, Arizona 85212-6014 www.gatewayairport.com

## Management Information Report

To:	Board of Directors
From:	Chuck Odom, Chief Financial Officer
Through:	J. Brian O'Neill, A.A.E., Executive Director/CEO
Re:	November 2024 Financials
Date:	January 21, 2025

Attached is the monthly Financials Report for November 2024.

### Mesa Gateway Airport Authority

AIRPORT - All Operations P&L

November, 2024								
		Month of				Y-T-D as of		
		November 2024				November 2024		
	November FY24	November FY25	YOY		YTD FY24	YTD FY25	Y-T-D	
	Actual	Actual	Variance	B/(W)	Actual	Actual	Variance	B/(W)
Aeronautical Operating Revenues								
Aircraft Parking	24,366	28,670	4,304	18%	139,963	171,737	31,774	23%
Fuel Flowage Fees	53,525	47,060	(6,465)	-12%	273,702	245,007	(28,695)	-10%
Landing Fees	129,892	137,533	7,641	6%	646,309	647,679	1,370	0%
Lease Income Aero	330,072	368,464	38,392	12%	1,729,733	1,822,396	92,663	5%
Fuel Sales	569,248	747,749	178,501	31%	2,928,815	3,574,764	645,949	22%
Services Sold - Aero	517,481	426,221	(91,260)	-18%	2,465,321	2,166,922	(298,399)	-12%
Sub-total Aero Operating Revenues	1,624,584	1,755,697	131,113	8%	8,183,844	8,628,505	444,661	5%
Non-Aeronautical Operating Revenues								
Concessions	127,738	115,485	(12,253)	-10%	514,836	559,909	45,073	9%
Lease Income Non-Aero	108,315	110,180	1,865	2%	557,260	573,675	16,415	3%
Parking	427,041	364,658	(62,383)	-15%	2,325,947	2,363,055	37,108	2%
Rental Car Fees	260,966	245,622	(15,344)	-6%	800,381	972,489	172,108	22%
Svcs Sold - Non Aero	1,792	1,490	(302)	-17%	28,939	32,129	3,190	11%
Sub-total Non-Aero Operating Revenues	925,852	837,435	(88,417)	-10%	4,227,362	4,501,257	273,895	6%
Total Operating Revenues	2,550,436	2,593,132	42,696	2%	12,411,206	13,129,762	718,557	6%
Operating Expenses								
Cost of Goods Sold	712,998	479,911	233,087	33%	2,233,793	2,281,416	(47,623)	-2%
Personnel	850,795	943,236	(92,441)	-11%	4,133,910	4,479,762	(345,852)	-8%
Comm & Utilities	65,613	78,393	(12,780)	-19%	492,953	577,104	(84,151)	-17%
Contractual Services	535,665	635,825	(100,160)	-19%	2,767,212	3,064,544	(297,332)	-11%
Insurance	52,171	57,395	(5,224)	-10%	253,074	289,149	(36,075)	-14%
Other	32,323	21,605	10,718	33%	143,742	120,193	23,549	16%
Repair & Maintenance	96,837	35,835	61,002	63%	401,988	283,346	118,642	30%
Supplies & Materials	59,179	67,834	(8,655)	-15%	321,097	337,172	(16,075)	-5%
Air Service Incentives [2,000,000]	-	-	-	0%	-	-	-	0%
Operating Contingency [3,042,018]	-	-	-	0%	-	-	-	0%
Total Operating Expenses	2,405,581	2,320,034	85,546	4%	10,747,769	11,432,686	(684,917)	-6%
Operating Income (Loss) Before Depreciation	144,855	273,098	128,243	89%	1,663,437	1,697,076	33,639	2%
	5.7%	10.5%			13.4%	12.9%		

Depreciation



## **Management Information Report**

To:	Board of Directors
From:	Chuck Odom, Chief Financial Officer
Through:	J. Brian O'Neill, A.A.E., Executive Director/CEO
Re:	Solicitation Notification
Date:	January 21, 2025

This report is to provide notification of the active and upcoming solicitations to help ensure compliance with the Mesa Gateway Airport Authority procurement transparency clause. The active activities include the following:

## **Active/Pending Solicitations**

Type Solicitation	Number	Title	Anticipated Contract Award (Board Action)
Request for Qualifications	2025-003-RFQ	South Apron Aeronautical Redevelopment	March 2025

## **Future Solicitations**

Type Solicitation	Number	Title	Scheduled for Release	Anticipated Contract Award (Board Action)
Invitation for Bid	2025-005-IFB	Fire Tank Valves Replacement	January 2025	March 2025
Request for Proposals	2025-004-RFP	Airport Website Redesign	January 2025	April 2025
Request for Qualifications	2025-006-RFQ	Air Service Development Consulting Services	January 2025	April 2025

## **Equipment Disposals**

Fiscal year totals from sales of decommissioned / nonworking equipment total \$66,982.00

If you have any questions about the solicitations or the procurement process, please feel free to contract me at 480-988-7613.